

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES
CONTRACT NUMBER DACW64-03-D-0003	3. SOLICITATION NUMBER DACW64-03-R-0003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/21/02	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY USAED, GALVESTON - CONTRACTING DIVISION P.O. BOX 1229 GALVESTON, TEXAS 77553-1229			8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7		

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

SOLICITATION

9. Sealed offers in original and 4 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 2000 FORT POINT ROAD, ROOM 379B until 1600 local time 01/03/03
(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 ANGELA ZAHID	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE (409)	NUMBER 766-3849	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	12/24/02	0003	12/30/02
	0002	12/26/02	0004	01/03/03

15A. NAME AND ADDRESS OF OFFEROR IAP Worldwide Services 413 Western Lane Irmo, South Carolina 29063 DUNS: 61 347 2638	CAGE CODE ONRE9	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Doyle E. McBride CEO
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15B. TELEPHONE NUMBER AREA CODE 803	NUMBER 798-1611	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE 1-3-03
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 0001 thru 0010AW	20. AMOUNT \$35,417.23 Estimated	21. ACCOUNTING AND APPROPRIATION Funds will be cited on each Del. Order
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input checked="" type="checkbox"/> ITEM G	
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	

NAME OF CONTRACTING OFFICER (Type or print) CURTIS COLE, Jr.	27. UNITED STATES OF AMERICA 	28. AWARD DATE 3/17/03
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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

REVISED

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, February 1, 2003 through January 31, 2004 (CLINS 0001 - 0010AW) and, if exercised, two separate option periods of February 1, 2004 through January 31, 2005 (CLINS 1001 - 1010AW), and February 1, 2005 through January 31, 2006 (CLINS 2001 - 2010AW).

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0001	Continental United States (CONUS)				
0001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$350.00	\$350.00
0001AD	Travel & Per Diem for 0001AA-0001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$0.26	\$0.26
0001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$2.45	\$2.45
0001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$50.00	\$50.00
0001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$380.00	\$380.00
0001AK	Drayage (Paragraph C.3.12)	1	DA	\$680.00	\$680.00
0001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$500.00	\$500.00
0001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$300.00	\$300.00
0001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$380.00	\$380.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0001	Continental United States (CONUS)				
0001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$50.00	\$50.00
0001AQ	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0001AR	Disposal of Surplus ice and Packaging Materials (Paragraph C.3.17.1)	1	PAL	\$40.00	\$40.00
0001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$15.00	\$15.00
0001AT	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0002	Puerto Rico				
0002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$350.00	\$350.00
0002AD	Travel & Per Diem for 0002AA-0002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.26	\$1.26
0002AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.85	\$0.85
0002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$2.95	\$2.95
0002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$60.00	\$60.00
0002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$400.00	\$400.00
0002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AN	Drayage (Paragraph C.3.12)	1	DA	\$700.00	\$700.00
0002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$650.00	\$650.00
0002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$300.00	\$300.00
0002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$400.00	\$400.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0002	Puerto Rico				
0002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$60.00	\$60.00
0002AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0003	US Virgin Islands				
0003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$350.00	\$350.00
0003AD	Travel & Per Diem for 0003AA-0003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.30	\$1.30
0003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.87	\$0.87
0003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$2.95	\$2.95
0003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$60.00	\$60.00
0003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$400.00	\$400.00
0003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AN	Drayage (Paragraph C.3.12)	1	DA	\$600.00	\$600.00
0003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$500.00	\$500.00
0003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$300.00	\$300.00
0003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$425.00	\$425.00

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0003	US Virgin Islands				
0003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$65.00	\$65.00
0003AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0004	Alaska				
0004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$400.00	\$400.00
0004AD	Travel & Per Diem for 0004AA-0004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.80	\$1.80
0004AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.92	\$0.92
0004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$3.50	\$3.50
0004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$86.00	\$86.00
0004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$450.00	\$450.00
0004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AN	Drayage (Paragraph C.3.12)	1	DA	\$750.00	\$750.00
0004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$700.00	\$700.00
0004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$420.00	\$420.00
0004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$505.00	\$505.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0004	Alaska				
0004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$73.00	\$73.00
0004AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0005	Hawaii				
0005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$400.00	\$400.00
0005AD	Travel & Per Diem for 0005AA-0005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.88	\$1.88
0005AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.95	\$0.95
0005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$8.00	\$8.00
0005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$85.00	\$85.00
0005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$405.00	\$405.00
0005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AN	Drayage (Paragraph C.3.12)	1	DA	\$800.00	\$800.00
0005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$570.00	\$570.00
0005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$383.00	\$383.00
0005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$435.00	\$435.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0005	Hawaii				
0005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$75.00	\$75.00
0005AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0006	Guam				
0006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$400.00	\$400.00
0006AD	Travel & Per Diem for 0006AA-0006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$2.88	\$2.88
0006AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.98	\$0.98
0006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.00	\$10.00
0006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$70.00	\$70.00
0006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$405.00	\$405.00
0006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AN	Drayage (Paragraph C.3.12)	1	DA	\$800.00	\$800.00
0006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$451.00	\$451.00
0006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$324.00	\$324.00
0006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$435.00	\$435.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0006	Guam				
0006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$75.00	\$75.00
0006AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0007	Northern Marianas Islands (NMI) (Saipan)				
0007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$400.00	\$400.00
0007AD	Travel & Per Diem for 0007AA-0007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$3.10	\$3.10
0007AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.98	\$0.98
0007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.00	\$10.00
0007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$50.00	\$50.00
0007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$405.00	\$405.00
0007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AN	Drayage (Paragraph C.3.12)	1	DA	\$500.00	\$500.00
0007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$451.00	\$451.00
0007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$324.00	\$324.00
0007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$435.00	\$435.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0007	Northern Marianas Islands (NMI) (Saipan)				
0007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$75.00	\$75.00
0007AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0008	American Samoa				
0008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$400.00	\$400.00
0008AD	Travel & Per Diem for 0008AA-0008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$2.95	\$2.95
0008AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.96	\$0.96
0008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.00	\$10.00
0008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$60.00	\$60.00
0008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$453.00	\$453.00
0008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AN	Drayage (Paragraph C.3.12)	1	DA	\$500.00	\$500.00
0008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$435.00	\$435.00
0008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$301.00	\$301.00
0008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$452.00	\$452.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0008	American Samoa				
0008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$76.00	\$76.00
0008AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0009	Federated States of Micronesia (FSM)				
0009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$400.00	\$400.00
0009AD	Travel & Per Diem for 0009AA-0009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$4.95	\$4.95
0009AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.99	\$0.99
0009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$12.00	\$12.00
0009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$63.00	\$63.00
0009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$457.00	\$457.00
0009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AN	Drayage (Paragraph C.3.12)	1	DA	\$565.00	\$565.00
0009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$460.00	\$460.00
0009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$314.00	\$314.00
0009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$458.00	\$458.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0009	Federated States of Micronesia (FSM)				
0009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$76.00	\$76.00
0009AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0010	Republic of the Marshall Islands				
0010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$325.00	\$325.00
0010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$325.00	\$325.00
0010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$400.00	\$400.00
0010AD	Travel & Per Diem for 0010AA-0010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$5.28	\$5.28
0010AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.12	\$1.12
0010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
0010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$11.00	\$11.00
0010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$45.00	\$45.00
0010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$475.00	\$475.00
0010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AN	Drayage (Paragraph C.3.12)	1	DA	\$573.00	\$573.00
0010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$465.00	\$465.00
0010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$320.00	\$320.00
0010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$480.00	\$480.00

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD - FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0010	Republic of the Marshall Islands				
0010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$80.00	\$80.00
0010AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1001	Continental United States (CONUS)				
1001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$361.00	\$361.00
1001AD	Travel & Per Diem for 0001AA-0001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$0.27	\$0.27
1001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$2.52	\$2.52
1001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$52.00	\$52.00
1001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$391.00	\$391.00
1001AK	Drayage (Paragraph C.3.12)	1	DA	\$700.00	\$700.00
1001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$515.00	\$515.00
1001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$309.00	\$309.00
1001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$391.00	\$391.00
1001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$52.00	\$52.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1001	Continental United States (CONUS)				
1001AQ	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1001AR	Disposal of Surplus ice and Packaging Materials (Paragraph C.3.17.1)	1	PAL	\$41.00	\$41.00
1001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$15.50	\$15.50
1001AT	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1002	Puerto Rico				
1002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$361.00	\$361.00
1002AD	Travel & Per Diem for 0002AA-0002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.30	\$1.30
1002AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.88	\$0.88
1002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$3.04	\$3.04
1002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$62.00	\$62.00
1002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$412.00	\$412.00
1002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AN	Drayage (Paragraph C.3.12)	1	DA	\$721.00	\$721.00
1002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$670.00	\$670.00
1002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$309.00	\$309.00
1002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$412.00	\$412.00

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1002	Puerto Rico				
1002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$62.00	\$62.00
1002AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1003	US Virgin Islands				
1003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$361.00	\$361.00
1003AD	Travel & Per Diem for 0003AA-0003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.34	\$1.34
1003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.90	\$0.90
1003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$3.04	\$3.04
1003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$62.00	\$62.00
1003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$412.00	\$412.00
1003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AN	Drayage (Paragraph C.3.12)	1	DA	\$618.00	\$618.00
1003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$515.00	\$515.00
1003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$309.00	\$309.00
1003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$438.00	\$438.00

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1003	US Virgin Islands				
1003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$67.00	\$67.00
1003AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1004	Alaska				
1004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$412.00	\$412.00
1004AD	Travel & Per Diem for 0004AA-0004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.85	\$1.85
1004AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.95	\$0.95
1004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$3.61	\$3.61
1004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$89.00	\$89.00
1004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$464.00	\$464.00
1004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AN	Drayage (Paragraph C.3.12)	1	DA	\$773.00	\$773.00
1004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$721.00	\$721.00
1004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$433.00	\$433.00
1004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$520.00	\$520.00

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1004	Alaska				
1004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$75.00	\$75.00
1004AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1005	Hawaii				
1005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$412.00	\$412.00
1005AD	Travel & Per Diem for 0005AA-0005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.94	\$1.94
1005AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.98	\$0.98
1005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$8.24	\$8.24
1005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$88.00	\$88.00
1005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$417.00	\$417.00
1005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AN	Drayage (Paragraph C.3.12)	1	DA	\$824.00	\$824.00
1005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$587.00	\$587.00
1005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$394.00	\$394.00
1005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$448.00	\$448.00

SECTION B
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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1005	Hawaii				
1005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$77.00	\$77.00
1005AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1006	Guam				
1006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$412.00	\$412.00
1006AD	Travel & Per Diem for 0006AA-0006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$2.97	\$2.97
1006AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.01	\$1.01
1006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.30	\$10.30
1006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$72.00	\$72.00
1006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$417.00	\$417.00
1006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AN	Drayage (Paragraph C.3.12)	1	DA	\$824.00	\$824.00
1006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$465.00	\$465.00
1006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$334.00	\$334.00
1006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$448.00	\$448.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1006	Guam				
1006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$77.00	\$77.00
1006AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1007	Northern Marianas Islands (NMI) (Saipan)				
1007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$412.00	\$412.00
1007AD	Travel & Per Diem for 0007AA-0007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$3.19	\$3.19
1007AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.01	\$1.01
1007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.30	\$10.30
1007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$52.00	\$52.00
1007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$417.00	\$417.00
1007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AN	Drayage (Paragraph C.3.12)	1	DA	\$515.00	\$515.00
1007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$465.00	\$465.00
1007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$334.00	\$334.00
1007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$448.00	\$448.00

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1007	Northern Marianas Islands (NMI) (Saipan)				
1007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$77.00	\$77.00
1007AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1008	American Samoa				
1008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$412.00	\$412.00
1008AD	Travel & Per Diem for 0008AA-0008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$3.04	\$3.04
1008AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.99	\$0.99
1008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.30	\$10.30
1008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$62.00	\$62.00
1008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$467.00	\$467.00
1008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AN	Drayage (Paragraph C.3.12)	1	DA	\$515.00	\$515.00
1008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$448.00	\$448.00
1008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$310.00	\$310.00
1008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$466.00	\$466.00

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1008	American Samoa				
1008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$78.00	\$78.00
1008AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1009	Federated States of Micronesia (FSM)				
1009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$412.00	\$412.00
1009AD	Travel & Per Diem for 0009AA-0009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$5.10	\$5.10
1009AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.02	\$1.02
1009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$12.36	\$12.36
1009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$65.00	\$65.00
1009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$471.00	\$471.00
1009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AN	Drayage (Paragraph C.3.12)	1	DA	\$582.00	\$582.00
1009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$474.00	\$474.00
1009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$323.00	\$323.00
1009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$472.00	\$472.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1009	Federated States of Micronesia (FSM)				
1009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$78.00	\$78.00
1009AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1010	Republic of the Marshall Islands				
1010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$335.00	\$335.00
1010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$335.00	\$335.00
1010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$412.00	\$412.00
1010AD	Travel & Per Diem for 0010AA-0010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$5.44	\$5.44
1010AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.15	\$1.15
1010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
1010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$11.33	\$11.33
1010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$46.00	\$46.00
1010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$489.00	\$489.00
1010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AN	Drayage (Paragraph C.3.12)	1	DA	\$590.00	\$590.00
1010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$479.00	\$479.00
1010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$330.00	\$330.00
1010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$494.00	\$494.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD - FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1010	Republic of the Marshall Islands				
1010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$82.00	\$82.00
1010AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2001	Continental United States (CONUS)				
2001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$372.00	\$372.00
2001AD	Travel & Per Diem for 0001AA-0001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$0.28	\$0.28
2001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$2.60	\$2.60
2001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$54.00	\$54.00
2001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$403.00	\$403.00
2001AK	Drayage (Paragraph C.3.12)	1	DA	\$721.00	\$721.00
2001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$530.00	\$530.00
2001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$318.00	\$318.00
2001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$403.00	\$403.00
2001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$54.00	\$54.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2001	Continental United States (CONUS)				
2001AQ	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2001AR	Disposal of Surplus ice and Packaging Materials (Paragraph C.3.17.1)	1	PAL	\$42.00	\$42.00
2001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$16.00	\$16.00
2001AT	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2002	Puerto Rico				
2002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$372.00	\$372.00
2002AD	Travel & Per Diem for 0002AA-0002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.34	\$1.34
2002AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.90	\$0.90
2002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$3.13	\$3.13
2002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$64.00	\$64.00
2002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$424.00	\$424.00
2002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AN	Drayage (Paragraph C.3.12)	1	DA	\$743.00	\$743.00
2002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$690.00	\$690.00
2002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$318.00	\$318.00
2002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$424.00	\$424.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2002	Puerto Rico				
2002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$64.00	\$64.00
2002AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2003	US Virgin Islands				
2003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$372.00	\$372.00
2003AD	Travel & Per Diem for 0003AA-0003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.38	\$1.38
2003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.92	\$0.92
2003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$3.13	\$3.13
2003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$64.00	\$64.00
2003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$424.00	\$424.00
2003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AN	Drayage (Paragraph C.3.12)	1	DA	\$637.00	\$637.00
2003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$530.00	\$530.00
2003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$318.00	\$318.00
2003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$451.00	\$451.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2003	US Virgin Islands				
2003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$69.00	\$69.00
2003AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2004	Alaska				
2004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$424.00	\$424.00
2004AD	Travel & Per Diem for 0004AA-0004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.91	\$1.91
2004AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$0.98	\$0.98
2004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$3.71	\$3.71
2004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$92.00	\$92.00
2004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$478.00	\$478.00
2004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AN	Drayage (Paragraph C.3.12)	1	DA	\$796.00	\$796.00
2004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$743.00	\$743.00
2004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$446.00	\$446.00
2004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$536.00	\$536.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2004	Alaska				
2004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$77.00	\$77.00
2004AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2005	Hawaii				
2005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$424.00	\$424.00
2005AD	Travel & Per Diem for 0005AA-0005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.99	\$1.99
2005AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.01	\$1.01
2005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$8.49	\$8.49
2005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$91.00	\$91.00
2005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$430.00	\$430.00
2005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AN	Drayage (Paragraph C.3.12)	1	DA	\$849.00	\$849.00
2005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$605.00	\$605.00
2005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$406.00	\$406.00
2005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$461.00	\$461.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2005 Hawaii					
2005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$79.00	\$79.00
2005AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2006	Guam				
2006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$424.00	\$424.00
2006AD	Travel & Per Diem for 0006AA-0006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$3.06	\$3.06
2006AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.04	\$1.04
2006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.61	\$10.61
2006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$74.00	\$74.00
2006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$430.00	\$430.00
2006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AN	Drayage (Paragraph C.3.12)	1	DA	\$849.00	\$849.00
2006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$479.00	\$479.00
2006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$344.00	\$344.00
2006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$461.00	\$461.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2006	Guam				
2006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$79.00	\$79.00
2006AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2007 Northern Marianas Islands (NMI) (Saipan)					
2007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$424.00	\$424.00
2007AD	Travel & Per Diem for 0007AA-0007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$3.29	\$3.29
2007AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.04	\$1.04
2007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.61	\$10.61
2007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$54.00	\$54.00
2007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$430.00	\$430.00
2007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AN	Drayage (Paragraph C.3.12)	1	DA	\$530.00	\$530.00
2007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$479.00	\$479.00
2007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$344.00	\$344.00
2007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$461.00	\$461.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2007	Northern Marianas Islands (NMI) (Saipan)				
2007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$79.00	\$79.00
2007AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2008	American Samoa				
2008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$424.00	\$424.00
2008AD	Travel & Per Diem for 0008AA-0008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$3.13	\$3.13
2008AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.02	\$1.02
2008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$10.61	\$10.61
2008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$64.00	\$64.00
2008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$481.00	\$481.00
2008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AN	Drayage (Paragraph C.3.12)	1	DA	\$530.00	\$530.00
2008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$461.00	\$461.00
2008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$319.00	\$319.00
2008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$480.00	\$480.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2008	American Samoa				
2008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$80.00	\$80.00
2008AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2009 Federated States of Micronesia (FSM)					
2009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$424.00	\$424.00
2009AD	Travel & Per Diem for 0009AA-0009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$5.25	\$5.25
2009AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.05	\$1.05
2009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$12.73	\$12.73
2009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$67.00	\$67.00
2009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$485.00	\$485.00
2009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AN	Drayage (Paragraph C.3.12)	1	DA	\$599.00	\$599.00
2009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$488.00	\$488.00
2009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$333.00	\$333.00
2009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$486.00	\$486.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2009	Federated States of Micronesia (FSM)				
2009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$80.00	\$80.00
2009AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2010	Republic of the Marshall Islands				
2010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$345.00	\$345.00
2010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$345.00	\$345.00
2010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$424.00	\$424.00
2010AD	Travel & Per Diem for 0010AA-0010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$5.60	\$5.60
2010AF	Packaging Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$1.19	\$1.19
2010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$0.01	\$0.01
2010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$11.67	\$11.67
2010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$47.00	\$47.00
2010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$504.00	\$504.00
2010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AN	Drayage (Paragraph C.3.12)	1	DA	\$608.00	\$608.00
2010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$493.00	\$493.00
2010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$340.00	\$340.00
2010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$509.00	\$509.00

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD - FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2010 Republic of the Marshall Islands					
2010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$84.00	\$84.00
2010AT	Periodic Maintenance, Servicing and /or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. 0004
3. EFFECTIVE DATE 01/03/03
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE EC
7. ADMINISTERED BY (If other than Item 6) CODE CT

U. S. ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT OFFICE
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

U. S. ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT OFFICE
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
IAP Worldwide Services
413 Western Lane
Irmo, South Carolina 29063
DUNS: 61 347 2638
Cage Code: ONRE9

(X) 9A. AMENDMENT OF SOLICITATION NO.
DACW64-03-R-0003
9B. DATED (SEE ITEM 11)
11/21/02
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 11)

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

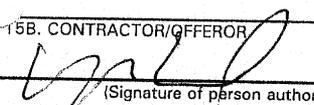
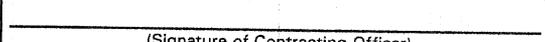
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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.)
National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency

(See Attached)

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 CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 1-3-03		16C. DATE SIGNED	

1. Solicitation No. DACW64-03-R-0003, National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency for which proposals are due on 01/06/03, by 12:00 P.M. local time is hereby amended as follows:

PROPOSALS ARE DUE ON 01/06/03, BY 4:30 P.M. LOCAL TIME

A. Section C – Description/Specifications/Statement of Work, add the following:

1) **C.3.10.5.1.1** If an order for ice without storage is issued, and the Government subsequently identifies a need to include rental reefers, the order will be modified to include rental reefers and the government will have the delivery trucks on standby and pay the Contractor standby time until such time as the rental reefers are available on site.

2) **3.10.5.2** When a Delivery Order Containing the CLIN for **Mobile Refrigerated Storage Unit (Reefer) – Rental** is issued, the Government and the Contractor will agree upon the required delivery schedule and such agreement will be reflected in the Delivery Order.

B. If this amendment causes changes in proposals that have already been mailed, modifications to proposals will be accepted via fax until 01/06/03, by 4:30 P.M. local time at Fax No. (409) 766-3010.

(To Accompany Amendment No. 0004 to Invitation No. DACW64-03-R-0003)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. 0003
3. EFFECTIVE DATE 12/30/02
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE EC
7. ADMINISTERED BY (If other than Item 6) CODE CT

U. S. ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT OFFICE
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

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

IAP Worldwide Services
413 Western Lane
Irmo, South Carolina 29063
DUNS: 61 347 2638
Cage Code: ONRE9

(X) 9A. AMENDMENT OF SOLICITATION NO.
DACW64-03-R-0003
9B. DATED (SEE ITEM 11)
11/21/02
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 11)

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 your 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.

2. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency

(See Attached)

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 CEO
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 1-3-03
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
(Signature of person authorized to sign) (Signature of Contracting Officer)

1. Solicitation No. DACW64-03-R-0003, National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency for which proposals are due on 01/06/03, by 12:00 P.M. local time is hereby amended as follows:

A. The following questions have been asked and responses given as indicated below:

Q1. Schedule B list Northern Marianas Islands with Saipan in Parenthesis. Does that mean Saipan is the point of delivery? If so O.K., if it could be other delivery sites we cannot accurately and safely price.

A1. Price delivery to the port at Saipan for ocean delivery, to the airport at Saipan for air delivery. There is no requirement to price delivery to any other location within this island chain. Please indicate the name of the port and airport to which you are pricing delivery.

Q2. Federated States of Micronesia, same issue, where is delivery point? There are too many islands to provide a delivery price applicable to all islands.

A2. For any other island chain where a specific delivery city has not been named, please provide pricing to a major seaport for ocean delivery and airport for air delivery. There is no requirement to price delivery to any other location within this island chain. Please indicate the name of the port and airport to which you are pricing delivery.

Q3. Republic of the Marshall Islands, same as above. Where is delivery point?

A3. For any other island chain where a specific delivery city has not been named, please provide pricing to a major seaport for ocean delivery and airport for air delivery. There is no requirement to price delivery to any other location within this island chain. Please indicate the name of the port and airport to which you are pricing delivery.

Q4. CLIN 0001AT - Transportation of, or contractor resale of surplus ice is not clear on what is to be priced. Transportation or resale of ice. I do not know how we can have one price to cover both. Reference given on schedule B is C.3.17.1, this does not match paragraph in amendment. The base year is shown to need pricing but the two option years show "To be Negotiated". Which is correct?

A4. CLIN 0001AT is not to be priced. This item is to be negotiated as needed and a single price is not intended to cover to different items. The references are corrected below.

B. SECTION B CHANGES

The following changes are being made to Section B. A new Section B is enclosed in its entirety after the list of changes.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

Reference Changes. Please note that the following line items in Section C have changed slightly:

1. For all CLINs for "Disposal of Surplus ice and Packaging Materials", change reference from "C.3.17" to "C.3.17.1".

2. For all CLINs for "Disposal of Packaging Materials", change reference from "C.3.17" to "C.3.17.1".

3. For all CLINs for "Transportation of, or Contractor Resale of Surplus Ice.", change reference from "C.3.17.1" to "C.3.17.2"

4. Page B-2, Contract Line Item 0001AT. Do not price this item, it is "TO BE NEGOTIATED"

5. Page B-4.

Contract Line Item 0002AU, Do not price this item, it is "TO BE NEGOTIATED"

Contract Line Item 0002AV, Do not price this item, it is "TO BE NEGOTIATED"

Contract Line Item 0002AW, Do not price this item, it is "TO BE NEGOTIATED"

6. Page B-6.

Contract Line Item 0003AU, Do not price this item, it is "TO BE NEGOTIATED"

Contract Line Item 0003AV, Do not price this item, it is "TO BE NEGOTIATED"

Contract Line Item 0003AW, Do not price this item, it is "TO BE NEGOTIATED"

7. Page B-8.

Contract Line Item 0004AU, Do not price this item, it is "TO BE NEGOTIATED"

Contract Line Item 0004AV, Do not price this item, it is "TO BE NEGOTIATED"

Contract Line Item 0004AW, Do not price this item, it is "TO BE NEGOTIATED"

8. Page B-22.

Contract Line Item 1001AR, Please price this item.

Contract Line Item 1001AS, Please price this item.

9. Page B-42.

Contract Line Item 2001AR, Please price this item.

Contract Line Item 2001AS, Please price this item.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

REVISED

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, February 1, 2003 through January 31, 2004 (CLINS 0001 – 0010AW) and, if exercised, two separate option periods of February 1, 2004 through January 31, 2005 (CLINS 1001 – 1010AW), and February 1, 2005 through January 31, 2006 (CLINS 2001 – 2010AW).

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0001	Continental United States (CONUS)				
0001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0001AD	Travel & Per Diem for 0001AA-0001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
0001AK	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0001	Continental United States (CONUS)				
0001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0001AQ	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0001AR	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0001AT	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0002	Puerto Rico				
0002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0002AD	Travel & Per Diem for 0002AA-0002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0002AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0002	Puerto Rico				
0002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0002AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0003	US Virgin Islands				
0003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0003AD	Travel & Per Diem for 0003AA-0003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
0003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0003	US Virgin Islands				
0003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0003AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0004	Alaska				
0004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0004AD	Travel & Per Diem for 0004AA-0004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0004AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0004	Alaska				
0004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0004AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0005	Hawaii				
0005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0005AD	Travel & Per Diem for 0005AA-0005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0005AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0005	Hawaii				
0005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0005AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0006	Guam				
0006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0006AD	Travel & Per Diem for 0006AA-0006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0006AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	TO BE NEGOTIATED			
0006AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0006	Guam				
0006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____
0006AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0007	Northern Marianas Islands (NMI) (Saipan)				
0007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0007AD	Travel & Per Diem for 0007AA-0007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0007AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0007	Northern Marianas Islands (NMI) (Saipan)				
0007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0007AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0008	American Samoa				
0008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0008AD	Travel & Per Diem for 0008AA-0008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0008AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0008	American Samoa				
0008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____
0008AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0009	Federated States of Micronesia (FSM)				
0009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0009AD	Travel & Per Diem for 0009AA-0009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0009AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
0009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0009	Federated States of Micronesia (FSM)				
0009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____
0009AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AU	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0010	Republic of the Marshall Islands				
0010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0010AD	Travel & Per Diem for 0010AA-0010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0010AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0010	Republic of the Marshall Islands				
0010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____
0010AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1001	Continental United States (CONUS)				
1001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1001AD	Travel & Per Diem for 1001AA-1001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
1001AK	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$
1001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1001	Continental United States (CONUS)				
1001AQ	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1001AR	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	\$ _____	\$ _____
1001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$ _____	\$ _____
1001AT	Resale of Surplus Ice to ACI Contractor. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1002	Puerto Rico				
1002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1002AD	Travel & Per Diem for 1002AA-1002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1002AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1002	Puerto Rico				
1002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1002AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1003	US Virgin Islands				
1003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$ _____	\$ _____
1003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$ _____	\$ _____
1003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$ _____	\$ _____
1003AD	Travel & Per Diem for 1003AA-1003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$ _____	\$ _____
1003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$ _____	\$ _____
1003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$ _____	\$ _____
1003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$ _____	\$ _____
1003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$ _____	\$ _____
1003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$ _____	\$ _____
1003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AN	Drayage (Paragraph C.3.12)	1	DA	\$ _____	\$ _____
1003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$ _____	\$ _____
1003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$ _____	\$ _____
1003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1003	US Virgin Islands				
1003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1003AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1004	Alaska				
1004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1004AD	Travel & Per Diem for 1004AA-1004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1004AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1004	Alaska				
1004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____
1004AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1005	Hawaii				
1005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1005AD	Travel & Per Diem for 1005AA-1005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1005AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1005	Hawaii				
1005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1005AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1006	Guam				
1006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1006AD	Travel & Per Diem for 1006AA-1006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1006AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1		TO BE NEGOTIATED	TO BE NEGOTIATED
1006AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1006	Guam				
1006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1006AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1007	Northern Marianas Islands (NMI) (Saipan)				
1007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1007AD	Travel & Per Diem for 1007AA-1007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1007AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1		TO BE NEGOTIATED	TO BE NEGOTIATED
1007AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1007	Northern Marianas Islands (NMI) (Saipan)				
1007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1007AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1008	American Samoa				
1008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1008AD	Travel & Per Diem for 1008AA-1008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1008AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1008	American Samoa				
1008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1008AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1009	Federated States of Micronesia (FSM)				
1009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1009AD	Travel & Per Diem for 1009AA-1009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1009AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1009	Federated States of Micronesia (FSM)				
1009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1009AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AU	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1010	Republic of the Marshall Islands				
1010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1010AD	Travel & Per Diem for 1010AA-1010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1010AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1010	Republic of the Marshall Islands				
1010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____
1010AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2001	Continental United States (CONUS)				
2001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2001AD	Travel & Per Diem for 2001AA-2001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
2001AK	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$
2001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2001	Continental United States (CONUS)				
2001AQ	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2001AR	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	\$ _____	\$ _____
2001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$ _____	\$ _____
2001AT	Resale of Surplus Ice to ACI Contractor. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2002	Puerto Rico				
2002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2002AD	Travel & Per Diem for 2002AA-2002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2002AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2002	Puerto Rico				
2002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2002AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2003	US Virgin Islands				
2003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2003AD	Travel & Per Diem for 2003AA-2003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2003	US Virgin Islands				
2003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2003AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2004	Alaska				
2004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2004AD	Travel & Per Diem for 2004AA-2004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2004AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2004	Alaska				
2004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2004AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2005	Hawaii				
2005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2005AD	Travel & Per Diem for 2005AA-2005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2005AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2005	Hawaii				
2005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2005AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2006	Guam				
2006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2006AD	Travel & Per Diem for 2006AA-2006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2006AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2006	Guam				
2006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2006AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2007 Northern Marianas Islands (NMI) (Saipan)					
2007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2007AD	Travel & Per Diem for 2007AA-2007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2007AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
2007 Northern Marianas Islands (NMI) (Saipan)					
2007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2007AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
2008 American Samoa					
2008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2008AD	Travel & Per Diem for 2008AA-2008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2008AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2008	American Samoa				
2008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2008AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2009 Federated States of Micronesia (FSM)					
2009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2009AD	Travel & Per Diem for 2009AA-2009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2009AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2009	Federated States of Micronesia (FSM)				
2009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2009AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AU	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2010 Republic of the Marshall Islands					
2010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2010AD	Travel & Per Diem for 2010AA-2010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2010AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2010	Republic of the Marshall Islands				
2010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2010AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 12/26/02	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. ARMY CORPS OF ENGINEERS GALVESTON DISTRICT OFFICE P. O. BOX 1229 GALVESTON, TEXAS 77553-1229	CODE EC	7. ADMINISTERED BY (If other than Item 6) U. S. ARMY CORPS OF ENGINEERS GALVESTON DISTRICT OFFICE P. O. BOX 1229 GALVESTON, TEXAS 77553-1229	CODE CT	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IAP Worldwide Services 413 Western Lane Irmo, South Carolina 29063 DUNS: 61 347 2638 Cage Code: 0NRE9			(X)	9A. AMENDMENT OF SOLICITATION NO. DACW64-03-R-0003
CODE				9B. DATED (SEE ITEM 11) 11/21/02
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 11)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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 <u>1</u> 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 your 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.				
2. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.) National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency (See Attached)				
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 CEO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>(Signature)</i> (Signature of person authorized to sign)			16B. UNITED STATES OF AMERICA <i>(Signature)</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 1-3-03			16C. DATE SIGNED	

1. The following technical exhibit shall be added to Section J of Solicitation DACW64-03-R-0003, National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency.

**SECTION J
TECHNICAL EXHIBIT 1
PREVIOUS CONTRACT USAGE**

Item	Invoice Qty	Unit
Purchased ice CONUS	2,401,840	Lbs
Storage in CONUS, reefer days	520	Days
Partnering in CONUS	3	Days
Additional mileage in CONUS	31,130	Miles
Disposal of Ice CONUS	13	Reefers
Purchased ice PR	333,680	Lbs
Partnering in PR	2	Days
Disposal of ice PR	1	Reefer
Purchased Ice in Virgin Islands	76,121	Lbs
Storage in VI, reefer days	16	Days
Additional mileage VI	401	Miles
Disposal of Ice VI	6	Reefers
Load ice	2	Days

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-R-0003)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. 0001
3. EFFECTIVE DATE 12/24/02
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE EC
U. S. ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT OFFICE
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229
7. ADMINISTERED BY (If other than Item 6) CODE CT
U. S. ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT OFFICE
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
IAP Worldwide Services
413 Western Lane
Irmo, South Carolina 29063
DUNS: 61 347 2638
Cage Code: 0NRE9
9A. AMENDMENT OF SOLICITATION NO. (X) DACW64-03-R-0003
9B. DATED (SEE ITEM 11) 11/21/02
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 11)
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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 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.)
National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency

(See Attached)

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 CEO
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
15C. DATE SIGNED 1-3-03
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
16C. DATE SIGNED

1. Solicitation No. DACW64-03-R-0003, National Contract for Packaged Ice, Shipping, and Storage During Periods of Emergency for which proposals were due on 01/03/03 is hereby amended as follows:

PROPOSALS ARE DUE ON 01/06/03, BY 12:00 P.M. LOCAL TIME

A. Section C - Description/Specifications/Statement of Work

1. SUMMARY OF CHANGES:

Paragraph C.3.1, first line. Change “CLINs (0001 – 0010)AA):” to “(CLINs (0001 – 0010)AA; (1001 – 1010)AA; (2001 – 2010)AA):”

Paragraph C.3.2, first line. Change “CLINs (0001 – 0010)AB):” to “(CLINs (0001 – 0010)AB; (1001 – 1010)AB; (2001 – 2010)AB):”

Paragraph C.3.3, first line. Change “CLINs (0001 – 0010)AC):” to “(CLINs (0001 – 0010)AC; (1001 – 1010)AC; (2001 – 2010)AC):”

Paragraph C.3.4, first line. Change “CLINs (0001 – 0010)AD):” to “(CLINs (0001 – 0010)AD; (1001 – 1010)AD; (2001 – 2010)AD):”

Paragraph C.3.5, first line. Change “Packaged Ice – Delivered (CLINs 0001AE, Packaged Ice, Air Shipment - Delivered (CLINs (0002-0010)AE, Packaged Ice, Ocean Shipment – Delivered (CLINs (0002-0010)AF):” to “Packaged Ice – Delivered (CLINs 0001AE, 1001AE, 2001AE); Packaged Ice, Air Shipment – Delivered, (CLINs (0002-0010)AE, (1002-1010)AE, (2002-2010)AE); Packaged Ice, Ocean Shipment – Delivered, (CLINs (0002-0010)AF, (1002-1010)AF, (2002-2010)AF):”

Paragraph C.3.6, first line. Change “(CLINs (0002-0010)AG):” to “(CLINs (0002-0010)AG; (1002-1010)AG; (2002-2010)AG):”

Paragraph C.3.7, first line. Change “(CLINs 0001AF and (0002-0010)AH):” to “(CLINs 0001AF, 1001AF, 2001AF, and (0002-0010)AH, (1002-1010)AH, (2002-2010)AH):”

Paragraph C.3.8, first line. Change “(CLINs 0001AG and (0002-0010)AJ):” to “(CLINs 0001AG, 1001AG, 2001AG, and (0002-0010)AJ, (1002-1010)AJ, (2002-2010)AJ):”

Paragraph C.3.9, first line. Change “(CLINs 0001AH and (0002-0010)AK):” to “(CLINs 0001AH, 1001AH, 2001AH, and (0002-0010)AK, (1002-1010)AK, (2002-2010)AK):”

Paragraph C.3.10, first line. Change “(CLINs 0001AJ and (0002-0010)AL) :” to “(CLINs 0001AJ, 1001AJ, 2001AJ, and (0002-0010)AL, (1002-1010)AL, (2002-2010)AL):”

Paragraph C.3.10.5 Change the word “contractor” to “Contractor” in the first sentence of this paragraph.

Paragraph C.3.10.5.2 Delete this paragraph in its entirety.

Paragraph C.3.11, first line. Change “(CLINs (0002-0010)AM):” to “(CLINs (0002-0010)AM, (1002-1010)AM, (2002-2010)AM):”

Paragraph C.3.11.2 Add the following sentence. “Local rental of reefers in OCONUS locations are NOT governed by the schedule portion of the subparagraphs of paragraph C.3.5.6 as the contractor cannot reasonably have access to a large number of reefers to meet this requirement.

Paragraph C.3.12, first line. Change “(CLINs 0001AK and (0002-0010)AN):” to “(CLINs 0001AK, 1001AK, 2001AK and (0002-0010)AN, (1002-1010)AN, (2002-2010)AN):”

Paragraph C.3.13, first line. Change “(CLINs 0001AL and (0002-0010)AP):” to “(CLINs 0001AL, 1001AL, 2001AL and (0002-0010)AP, (1002-1010)AP, (2002-2010)AP):”

Paragraph C.3.14, first line. Change “(CLINs 0001AM and (0002-0010)AQ):” to “(CLINs 0001AM, 1001AM, 2001AM and (0002-0010)AQ, (1002-1010)AQ, (2002-2010)AQ):”

Paragraph C.3.15, first line. Change “(CLINs 0001AN, 0001AP, (0002-0010)AR and (0002-0010)AS):” to “(CLINs 0001AN, 1001AN, 2001AN, 0001AP, 1001AP, 2001AP, (0002-0010)AR, (1002-1010)AR, (2002-2010)AR, and (0002-0010)AS, (1002-1010)AS, (2002-2010)AS):”

Paragraph C.3.16, second line. Change “(CLINs 0001AQ and (0002-0010)AT):” to “(CLINs 0001AQ, 1001AQ, 2001AQ and (0002-0010)AT, (1002-1010)AT, (2002-2010)AT):”

Remove all of paragraphs C.3.17 and C.3.17.1 in their entirety.

Add in new paragraphs C.3.17, C.3.17.1, C.3.17.1.1, C.3.17.2, C.3.17.2.1, C.3.17.2.2, and C.3.17.2.3, as follows:

“C.3.17. Disposal of Surplus Ice and/or Packaging Materials (CLINs 0001AR, 1001AR, 2001AR, 0001AS, 1001AS, 2001AS, and (0002-0010)AU, (1002-1010)AU,

(2002-2010)AU, and (0002-0010)AV, (1002-1010)AV, (2002-2010)AV). The Contractor shall provide all labor, materials, and equipment necessary to dispose of surplus ice and/or packaging materials as described below. All costs for such performance are included in the unit price for the applicable CLIN in Section B of this contract for CONUS locations. The pricing for OCONUS locations will be negotiated at the time the requirement is identified.

C.3.17.1 The Contractor shall dispose of surplus ice and/or packaging materials in compliance with all applicable federal, state and local laws and regulations. The Government shall order disposal of surplus ice and/or packaging materials based on a pallet of packaged ice (2000 pounds of ice) and all packaging materials as identified in paragraphs C.3.5.2, C.3.5.2.1, and C.3.5.1. Upon negotiation and agreement on performance times for CONUS locations, the Government will issue Delivery Orders for these services reflecting the applicable CLINs, the performance schedule, and any other information determined necessary. Upon negotiation and agreement on price for OCONUS locations, the Government will issue Delivery Orders reflecting the applicable CLIN and the terms of the agreement to include pricing, performance schedule, and any other information determined necessary.

C.3.17.1.1 Payment: Disposal services will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order for CONUS locations or that is reflected in the Delivery Order for OCONUS locations.

C.3.17.2 Transportation of or Contractor Resale of Surplus Packaged Ice (CLINs 0001AT, 2001AT, 3001AT and (0002-0010)AW, (1002-1010)AW, (3002-3010AW): The Government anticipates it may have packaged ice that is determined to be surplus to needs for given disaster responses. The Government will attempt to dispose of surplus packaged ice at given disaster locations by transportation to other disaster locations, transportation to federal, state or local Government long-term storage locations, transportation to other locations when ice is donated to others, and by Contractor resale.

C.3.17.2.1 Transportation: The Government reserves the right to issue Delivery Orders to the Contractor to transport surplus packaged ice to additional delivery locations in accordance with paragraphs C.3.8, C.3.9, and/or C.3.12, when applicable. When these paragraphs are not applicable, the Government is not required to utilize this contract but reserves the right to request a proposal from the Contractor for such transportation requirements, and if agreement is reached, to issue a modification to a Delivery Order or to issue a new Delivery Order reflecting the agreement relative to pricing and performance requirements for the transportation of surplus packaged ice.

C.3.17.2.2 Contractor Resale: The Government reserves the right to identify a quantity of surplus packaged ice and request the Contractor to determine if it can sell some of all of that quantity to other customers. In the event the Contractor can sell all or a portion of the quantity of surplus packaged ice, the Government will request the Contractor to

provide a price proposal for the quantity of ice to be sold. The proposal shall be supported by documentation of the quantity being sold and the resale price for that quantity less any transportation costs for transport of ice from the Government site to the identified delivery site(s) of the Contractor's customer(s) that have purchased the ice, and less the overhead and profit rates applied to these resale activities. The Government will evaluate the supporting documentation to determine reasonableness of the proposal and negotiate with the Contractor as deemed necessary. If the proposal results in an increased cost to the Government, the Government will compare that cost for resale to the cost for disposal of surplus ice and/or packaging material as addressed in paragraph C.3.17 above to determine the least costly alternative for the Government. If the proposal for resale results in a credit to the Government or is determined to be the least costly alternative for disposal of surplus packaged ice, a Delivery Order will be issued reflecting the applicable CLIN, the amount of the agreed upon credit or cost, performance times and any other information determined to be necessary.

C.3.17.2.3 Payment: Transportation of or Contractor Resale of Surplus Packaged Ice will be paid for in accordance with the agreed upon pricing stated in the Delivery Order for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order.”

2. Replace Section C with the attached Revised Section C in its entirety:

**REVISED
SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
11/08/2002
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C.2.3 Safety and Health Program

C.2.4 Use of Local Firms and Individuals

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- APPENDIX A, Ice Delivery Information Form**
- APPENDIX B, Additional Ground Mileage Information Form**
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REVISED
SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PART 1: This **PART 1** addresses background information on the Federal Response Plan and U. S. Army Corps of Engineers (USACE) responsibilities under that plan, the purpose and geographic coverage of this contract, the portions of this contract which the Government is not required to utilize as further addressed in Contract Clause 52.216-21, Requirements, the contract period, and information on the content of Delivery Orders that will be utilized to order work to be performed under this contract.

C.1 Background: The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.)(88 Stat. 143)(The Stafford Act), authorizes the President (FEMA per Executive Order 12673) to provide financial and other forms of assistance to state and local governments, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following presidentially declared major disasters and emergencies. The Federal Response Plan (FRP), a signed agreement among 27 federal departments and agencies, including the American Red Cross, describes the mechanism and structure by which the federal Government mobilizes resources and conducts activities to address the consequences of any major disaster or emergency that overwhelms the capabilities of state and local governments. The FRP organizes the types of federal response assistance that a state or local government is most likely to need under 12 Emergency Support Functions (ESF's), each of which has a designated primary agency. DOD has the responsibility for ESF #3, Public Works and Engineering, and has designated USACE as its operating agent for ESF #3 planning, preparation, and response. One of the typical missions under ESF #3 is to provide for humanitarian support (i.e., Ice, to include refrigerated storage). USACE fulfills requirements for ice at disaster locations first by utilizing ice stored from previous disasters, donated ice, and ice supplied by other federal agencies and requirements for refrigerated storage first by utilization of donated reefers or Government-owned reefers. If ice and/or refrigerated storage from those sources are inadequate to meet the required quantities, the USACE purchases additional ice and/or rents moveable refrigerated storage units (reefers).

C.1.1 Purpose: The primary purpose of this contract is to provide packaged ice and necessary supporting items and services, to include refrigerated storage units (reefers), transportation, loading and unloading of shipments, drayage, additional ground mileage, operation and maintenance of reefers, participation in Partnering activities and provision of Strategic Planning Services, etc., in the United States, Puerto Rico, the U. S. Virgin Islands, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, and the Marshall Islands. Note that the Section B Contract Line Item Numbers (CLINs) for packaged ice - delivered or for rental of reefers delivered to locations outside of the United States shall be priced based on providing ice or reefers from the Continental United States (CONUS) or Canada.

C.1.1.1 Time is of the essence in the performance of this contract as the ice and the refrigerated storage units to be provided under this contract are required to sustain life in the aftermath of disasters that have or will disrupt the normal source of refrigeration in disaster locations. Therefore, this contract requires immediate response, with timely production, delivery, and reporting by the Contractor. The Contractor may be required to respond to simultaneous disasters with deliveries to multiple sites for each disaster. In performing under this contract, the Contractor shall cooperate fully with public officials and other contractors in emergency and disaster response and recovery operations.

C.1.2 Utilization: The U.S. Army Corps of Engineers will utilize this contract for its purchase requirements for ice and rental requirements for mobile refrigerated storage units (reefers) for storage of ice, to include supporting items and services identified in C.1.1 above, in performance of its ESF #3 responsibilities for man-made or natural emergency or disaster response and recovery activities under the FRP, for all of the above identified locations, except that:

(1) the Government reserves the right, for purchase requirements for locations outside of the CONUS (OCONUS), to purchase packaged ice or rent reefers using the CLINs for CONUS and have delivered to points of embarkation for further transportation to OCONUS locations by the Government; and

(2) the Government reserves the right to meet all or any portion of the Government's purchase requirements for FRP activities in Alaska, Hawaii, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, the Marshall Islands, Puerto Rico and the U. S. Virgin Islands, by (1) requesting a revised price proposal from the contractor for delivery of packaged ice produced in any of these locations that meets federal and/or local standards as well as for rental of reefers from contractors located in any of these locations. If agreement is reached, the Government will issue a Delivery Order reflecting the agreed upon pricing, to include quantities, etc., or if agreement cannot be reached, the Government reserves the right to (2) solicit pricing from and make awards to local contractors for delivery of packaged ice produced in any of these locations that meets federal and/or local standards as well as for rental of reefers.

C.1.2.1 The Government reserves the right, at its discretion, also to utilize this contract for other ice or refrigerated storage trailer (reefer) requirements that it might have. Other requirements for or relating to reefers include, but are not limited to, rental of reefers for use as temporary storage for medical supplies requiring refrigeration, temporary morgues, etc., operation and maintenance and/or repair of Government-owned or Government-furnished reefers at Mobilization Centers, Staging Areas, etc. located in or near disaster response locations or at Government storage areas utilized for storage of Government assets when not in use at disaster locations, etc.

C.1.3 Release of Information: Neither the Contractor, nor the Contractor's representatives, shall release any report, data, specification, photograph, cost estimate,

nor other information in any form obtained or prepared under this contract without prior specific written approval of the Contracting/Ordering Officer.

C.1.4 Contract Period: This contract shall be for a one-year base period from February 1, 2003 through January 31, 2004. At the option of the Government, the contract period may be extended in one-year increments up to two (2) times. If exercised, the optional performance periods will be as follows:

Option 1 - February 1, 2004 through January 31, 2005

Option 2 - February 1, 2005 through January 31, 2006

C.1.5 Issuance of Delivery Orders: Work will be ordered under this contract by issuance of oral and written Delivery Orders to the Contractor by the Contracting/Ordering Officer. When oral orders are issued, the Contracting/Ordering Officer shall issue a written Delivery Order confirming the oral order within twenty-four (24) hours. Written Delivery Orders will be provided to the Contractor by electronic mail or facsimile and by regular mail. The Contractor shall perform all work ordered within the time specified in such Delivery Orders or in **PART 3** of this Section C, in compliance with all terms and conditions of this contract, including this Section C. All Delivery Orders will identify

- (1) the specific Contract Line Item Numbers (CLINs) that are being ordered, to include quantities and pricing as reflected in Section B of this contract or as negotiated and agreed to prior to issuance of the Delivery Order;
- (2) the site(s) for delivery or performance of services;
- (3) the name(s) and telephone number(s) of the Government's point(s) of contact;
- (4) the name and telephone numbers of the Contracting Officer's Representative (COR), if applicable,
- (5) the name, mailing and email addresses, facsimile (fax) number, and telephone number of the Contracting/Ordering Officer for use by the Contractor in submitting the information required in paragraphs C.2.4 C.2.6.2 and C.2.8.1 of this Section C; and
- (6) the name and address to which invoices shall be submitted.

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

C.1.5.1 Delivery Orders for the CLINs for Partnering Activities, Strategic Planning Services and On-Site Contractor Operations Manager also will identify

- (1) the date and time the work is required to begin;
- (2) the location and anticipated duration of the work;
- (3) the number and identity (if determined necessary) of individuals performing for the contractor; and

(4) the CLIN for **Travel and Per Diem** reflecting an estimated amount for such costs.

C.1.5.2 Delivery Orders for the CLINs for Packaged Ice - Delivered (CONUS) or Packaged Ice, Air Shipment or Ocean Shipment - Delivered also will identify

- (1) the date and time of the issuance of the order in the local time at the delivery site;
- (2) the quantity ordered;
- (3) the delivery site address(es);
- (4) the schedule for delivery(ies), i.e. daily, every other day, weekly, etc.;
- (5) the CLIN for **Additional Packaging Protection-Ice**, if applicable;
- (6) the CLIN for **Additional Ground Mileage** with an estimated number of miles; and
- (7) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours.

These Delivery Orders will further include the CLINs for **Local Purchase of Ice for OCONUS Locations, Mobile Refrigerated Storage Unit (Reefer) - Rental and/or Local Rental, Drayage, Loading /Unloading-Forklift w/Operator and/or -Laborer, and Daily Operation and Maintenance of Reefer** when any of these requirements are known at the time of issuance of a Delivery Order.

C.1.5.3 Delivery Orders for the CLINs for Local Purchase of Ice for OCONUS Locations also will identify

- (1) the delivery schedule for the quantities ordered;
- (2) the CLIN for **Additional Ground Mileage** with an estimated number of miles;
- (3) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours;
- (4) any other requirements agreed upon that differ from requirements detailed in Section C; and
- (5) any other agreement not specifically addressed in Section C or elsewhere in this contract.

C.1.5.4 Delivery Orders for the CLINs for Loading/Unloading by Forklift w/Operator or -Laborer and Drayage also will identify

- (1) the date and time for start of the service;
- (2) the estimated duration of performance of the services;
- (3) the daily work schedule, i.e., times for beginning and ending work; and
- (4) the name and telephone number of the Government representative(s) authorized to direct services, if applicable.

C.1.5.5 Delivery Orders for the CLINs for **Mobile Refrigerated Storage Unit (Reefer) - Rental, Air Shipment-Rental, or Ocean Shipment-Rental** also will identify

- (1) the date and time reefers are to be delivered and service is to begin;
- (2) the estimated number of days reefers are to be retained;
- (3) proposed usage of the reefers, i.e., ice storage, medical storage, temporary morgue, etc.;
- (4) the name and telephone number of the Government representative(s) authorized to direct services, if applicable;
- (5) the CLIN for **Additional Ground Mileage** with an estimated number of miles;
- (6) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours; and
- (7) the CLINs for **Mobile Refrigerated Storage Unit (Reefer) - Local Rental or Daily Operation and Maintenance of Reefer**, if the requirements are known at the time of issuance of a Delivery Order.

C.1.5.6 Delivery Orders for the CLINs for **Mobile Refrigerated Storage Unit (Reefer) - Local Rental** also will identify

- (1) the date and time reefers are to be delivered and service is to begin;
- (2) the estimated number of days reefers are to be retained;
- (3) proposed usage of the reefers, i.e., ice storage, medical storage, temporary morgue, etc.;
- (4) the name and telephone number of the Government representative(s) authorized to direct services, if applicable;
- (5) the CLIN for **Additional Ground Mileage** with an estimated number of miles;
- (6) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours; and
- (7) the CLIN for **Daily Operation and Maintenance of Reefer**, if the requirements are known at the time of issuance of a Delivery Order.
- (8) any other requirements agreed upon that differ from requirements detailed in Section C; and
- (9) any other agreement not specifically addressed in Section C or elsewhere in this contract.

C.1.5.7 Delivery Orders for the CLINs for **Daily Operation and Maintenance of Mobile Refrigerated Storage Unit (Reefer)** also will identify

- (1) the estimated number of reefers (Contractor or Government-furnished) to be serviced;
- (2) the Identification Number for each Government-furnished reefer to be serviced, if known at the time of issuance of the order;

- (3) the date and time for the start of the service;
- (4) the estimated duration of the service; and
- (5) the name and telephone number of the Government representative(s) authorized to direct the service, if applicable.

C.1.5.8 Delivery Orders for the CLINs for **Periodic O&M, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer)** also will identify

- (1) a complete description of the services to be provided;
- (2) the number of reefers to be serviced;
- (3) the Identification Number for each reefer to be serviced, if known at the time of issuance of the order;
- (4) the date(s) and time(s) when service shall commence;
- (5) the anticipated duration of the service; and
- (6) other information required as a result of the negotiated agreement.

PART 2: This **PART 2** describes the performance requirements under this contract for which there are no Contract Line Items (CLINs) in Section B and for which no separate payment will be made.

C.2 General Performance Requirements: The Contractor shall perform all management, supervision, and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract.

C.2.1 Communication and Information Management: The Contractor shall have and use MS Office 2000 Suite software including Word, Excel, PowerPoint, and Access and either Netscape Navigator or Microsoft Internet Explorer browser software to access e-mail in performance of work under this contract. Unless authorized in writing by the Contracting Officer, the software is not to be upgraded to a newer version. In addition, the Contractor shall have, and use in the performance of the work, facsimile machines, cellular telephones, pagers and electronic mail that are usable throughout the geographic performance areas identified in this contract.

C.2.2 Quality Control and Quality Assurance: The Contractor shall (a) control the quality of supplies provided or services performed under this contract; (b) tender to the Government for acceptance only those supplies or services that conform to contract requirements; (c) ensure that vendors or suppliers of raw materials, parts, components, etc., have an acceptable quality control system; and (d) maintain substantiating evidence that the supplies or services conform to contract quality requirements and furnish such information to the Government as required. In addition, contract Clause 52.246-2 requires the Contractor to provide and maintain an inspection system acceptable to the Government covering supplies provided under this contract. The Contractor shall submit a Quality Control Plan, to include a complete description of the inspection system

as described in Clause 52.246-2, to the Contracting Officer for review and approval within five days from award of the contract.

C.2.2.1 Inspection and Testing Data: The Contractor shall perform quality assurance at the source of the production of ice. This requirement shall be satisfied by the Contractor obtaining copies of the following data from each ice manufacturer/producer from which ice is purchased and delivered under this contract:

- (1) ice plant permits, licenses, appraisals, and inspection reports;
- (2) the most recent test results of analytical testing for chemical and microbiological contaminants;
- (3) the most recent annual chemical, physical and radiological analysis of source water and product samples; and
- (4) the latest bacteriological analyses (fecal and total chloroform organisms and Heterotropic Plate Count (HPC)) of source water and product samples, including the date of production of the product sample.

The Contractor shall assure that the testing addressed in b. through d. above is conducted, either by the Contractor or the ice manufacturer/producer or others. The Contractor shall maintain these records throughout the term of this contract and until completion, and acceptance by the Government, of all ice deliveries under Delivery Orders issued in order to substantiate that ice delivered under this contract conforms to the contract quality requirements specified in Part 3 of this Section C. At any time during the term of this contract and until completion of and acceptance of all ice deliveries ordered under this contract, the Contracting Officer for this contract or the Contracting/Ordering Officer on a Delivery Order may request the Contractor to provide copies of this data on any or all ice subcontractors. When requested, the Contractor shall provide this data within six (6) hours by facsimile, email, or other means. Any deviation to these requirements must be authorized in writing by the Contracting/Ordering Officer.

C.2.2.2 Government Quality Assurance: The Government will perform quality assurance at destination consisting of inspection to assure the delivered ice complies with the labeling, packaging and protection requirements and that Refrigerated Storage Units (Reefers) comply with the requirements described in **PART 3** of this Section C prior to acceptance of the ice or those Reefers for utilization by the Government.

C.2.2.2.1 Packaged Ice: Packaged ice will be visually inspected for evidence that packaged ice may have come into contact with a potentially contaminated surface. Evidence of potential contamination will be visible damage to the stretch-wrap, scuff marks or tears in plastic bags containing the ice, and/or any bags of ice that may have shifted off of a pallet and are in direct contact with any surface of the shipping container (reefer). Any ice evidencing potential contamination shall be rejected by the Government

and the Contractor shall replace the quantity of ice rejected for these reasons within a time frame established by the Contracting/Ordering Officer. However, any ice rejected for being in direct contact with any surface of the shipping container (reefer) only, the Contractor shall have the right to retain the ice and provide wipe test results, with the location of wipe test samples directed by the COR, to prove that the reefer is in compliance with the requirements in paragraph C.3.5.4.1 of PART 3 of this Section C and that a satisfactory condition exists. If the wipe test results for all samples affirmatively demonstrate compliance with the requirements in PART 3 of this Section C, the Government will accept the ice.

C.2.2.2.1.1 Shipping Containers: The Government will perform a visual inspection of reefers utilized as shipping containers for packaged ice under the CLINs identified in paragraph C.3.5 to look for any indication that the reefers may not have been properly cleaned and sanitized and not in compliance with the requirements in paragraph C.3.5.4.1 of PART 3 of this Section C. The Government, at its discretion, also may test the interior surfaces of reefers by collecting wipe samples and testing for contamination. Any reefer that fails to successfully pass the visual inspections and/or contamination testing shall be rejected and all ice contained inside will be refused. The Contractor shall be required to replace the quantity of ice that was rejected within a time frame established by the Contracting/Ordering Officer. If the rejection is based on visual inspection only, the Contractor has the right to retain the shipment and provide 2 wipe tests to prove a satisfactory condition exists. The location of the wipe tests shall be directed by the onsite COR. If both the tests meet the contract requirements, the Government will accept the reefer and the packaged ice, and pay for the tests.

C.2.2.2.1.2 If, during unloading of the ice by the contractor, packaged ice comes into contact with the ground or other potentially contaminated surfaces, such ice shall not be accepted by the Government and the Contractor shall properly dispose of any ice rejected for this reason. The Contractor shall be required to replace the quantity of ice that was rejected within a time frame established by the Contracting/Ordering Officer.

C.2.2.2.2 Mobile Refrigerated Storage Unit (Reefer): The Government will inspect reefers that have been ordered under the CLINs identified in C.3.10 and C.3.11 upon delivery and prior to acceptance for utilization by the Government to determine compliance with the requirements stated in paragraph C.3.10.1 of PART 3 of this Section C. A visual inspection will be made to look for any indication that the reefers may not have been properly cleaned and sanitized. The Government, at its discretion, also may test the interior surfaces of reefers by collecting wipe samples and testing for contamination. Such testing may be conducted upon delivery and before acceptance, or when the Government has ordered the services of the Contractor to perform operation and maintenance of reefers, at any time during the performance of such services. Any reefer that fails to successfully pass the visual inspections and/or contamination testing shall be rejected and all ice contained inside will be refused. The Contractor will be required to either take corrective action to bring the reefer into compliance to include replacing the ice at the Contractor's expense within a time frame established by the

Contracting/Ordering Officer, or provide a replacement reefer with replacement ice at the Contractor's expense within a time frame established by the Contracting/Ordering Officer. If the rejection is based on visual inspection only, the Contractor has the right to retain the shipment and provide 2 wipe tests to prove a satisfactory condition exists. The location of the wipe tests shall be directed by the onsite COR. If both the tests meet the contract requirements, the Government will accept the reefer and the packaged ice, and pay for the tests.

C.2.3 Safety and Health Program: The Contractor is required to develop, implement, and maintain a Safety and Health Program covering all activities under this contract which shall comply with the Occupational Safety and Health Administration (OSHA) standards and the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of issuance of the solicitation for this contract. The Contractor shall, within sixty (60) calendar days from award of the contract, submit to the Contracting Officer the Accident Prevention Plan as required by EM 385-1-1, Appendix A, that covers all activities to be performed under this contract.

C.2.4 Use of Local Firms and Individuals: In order to meet the intent of the Stafford Act, the Contractor, in performance of Delivery Orders issued under this contract, shall give preference, to the extent feasible and practicable, in meeting its subcontracting and hiring requirements with those organizations, firms, and individuals residing or doing business primarily in the area affected by the disaster. The Contractor will be required to submit daily reports on subcontracting and hiring in the disaster area until or unless a different reporting period is specified by the Contracting/Ordering Officer.

C.2.5 Transportation: The Contractor shall comply with applicable federal, state, and local laws and regulations in the performance of ground, air or sea transportation activities required under this contract, to include any requirements of airports or seaports relative to identification, security badges, etc. The cost of transportation is included in the unit price for each CLIN in Section B that has a transportation component. Additional requirements related to transportation are addressed in the following paragraphs.

C.2.5.1 Communication with Ground Transportation Assets (Truck Drivers): Due to the fact that performance under this contract will be ordered to support responses to natural or man-made disasters, it is not unlikely that conditions could develop on roadways that are or would be utilized to transport packaged ice or reefers. Examples are flooding of roadways, washing out of roads and/or bridges, or other damage to roadways and bridges that could create a safety hazard for trucks and/or delay shipments by truck; roadways being utilized as evacuation routes and the normal flow of traffic for lanes being changed to flow in the opposite direction; the need to provide police escorts for trucks to lead around blocked roadways, etc. In addition, during emergency/disaster responses, it is not unusual to need to divert shipments from the delivery destination identified in a Delivery Order to a new delivery destination while the shipment is enroute. In these situations, it is critical that the Contractor have the capability to track trucks and communicate with truck drivers at all times. To the maximum practicable extent, the

Contractor shall assure that all trucks performing transportation activities under this contract are equipped with Qualcom GPS capability. As a minimum, all truck drivers shall have cellular telephone or other communication capability sufficient to provide the Contractor to make immediate contact with the driver at all times during transport.

C.2.5.2 Movement Coordination Requirements -Transportation: The Government is required to coordinate movement of all transportation assets (trucks, ships, airplanes) and their cargo into disaster locations. This coordination will be performed by the Movement Coordination Center (MCC) established at the FEMA Regional Operations Center (ROC) and/or the Disaster Field Office (DFO). The Contractor is required, in concert with the Contracting/Ordering Officer's Representative (COR), to perform advance coordination with the MCC for all CONUS and OCONUS shipments into disaster locations. The MCC will either approve schedules for such shipments or provide alternate shipment delivery times/dates as well as different delivery locations, such as airports and seaports, in the disaster locations. Any change made by the MCC that delays shipments will be taken into consideration by the Contracting Officer when determining whether or not the Contractor has complied with the delivery time requirements for affected Delivery Orders. Information required from the Contractor for performance of this coordination is addressed in paragraphs C.2.6.1 and C.2.6.2 below. The Contractor shall provide to the Contracting Officer a confirmation of that day's transportation schedule, (to include all modes of transportation), and a next day's estimated transportation schedule no later than 2300 hours (time zone of the disaster location) of each day by fax. (The fax phone number will be provided at the time the delivery order is issued.) At the top of each estimated transportation schedule shall be printed the heading with the contractor's name, address, phone number, point of contact, date and the title, "Estimated Transportation Schedule for (date)". Below the heading, in columnar format, shall be the aircraft tail number/ship name/truck number, aircraft/ship/truck contractor name (if different from the heading), location departing from, estimated tonnage carried, estimated time of departing, estimated time of arrival at destination, and location arriving at. The confirmation transportation schedule sheet shall have the items the estimated transportation schedule has except where estimated is used actual tonnage and times shall be given. The title, "Actual Transportation Schedule for (date)" will be used.

C.2.6 Performance Reporting: Reporting on the status of the Contractor's performance is of extreme importance during disaster response and recovery activities. In order to assure the Government has the ability to track production and transportation of ice (by ground, air or sea) and report on performance in a timely manner, the Contractor is to report on status of performance under Delivery Orders as required in the following paragraphs.

C.2.6.1 Internet-Based Reporting and Tracking System: The Contractor shall establish and maintain a password protected, internet-based reporting and tracking system for all Delivery Orders for Packaged Ice - Delivered that is accessible to authorized Government personnel. This system shall be maintained continuously so as to reflect real time information and include information that will enable the Government to track

progress on all Delivery Orders, identify all subcontractors involved in ice production and transportation, identify all subcontracting in the disaster area, identify scheduled delivery times so as to provide information necessary for performing coordination of shipments with the MCC as described in paragraph C.2.5.2 above, ensure availability of Government personnel to receive deliveries, assure testing data and other information that is required for each ice producer/manufacturer providing ice under this contract is available and provided, if requested, etc. This system will include information that reflects this Contract number, FEMA Disaster name (if applicable), Delivery Order number, date of issue, quantity ordered, and required delivery dates for each Delivery Order. For each individual Delivery Order, the system will include (1) the names and addresses of ice production or manufacturing plants, (2) quantities of ice ordered and ice produced, (3) the names and addresses of the transportation companies and Identification Number for each of their trucks that will transport ice from each producer to specified delivery sites, (4) the quantity of ice being transported by each truck, (5) bill of lading and manifest numbers, (6) identification of points of embarkation when shipping further by air or sea, (7) the shipping carriers' names and modes of transportation to include (8) identification number for each airplane or ship, (9) dates, time and quantities to be shipped for each airplane or ship, (10) intermediate and final ice delivery sites, (11) estimated and actual dates and times of all deliveries, total quantity of ice delivered, and any other information required by the Government.

C.2.6.1.1 The Contractor shall, within 15 calendar days from the date of contract award, submit, for the review and approval of the Contracting Officer, a description of the system planned to be utilized with a demonstration of how the screens would appear in the system, how the Government would access and utilize the system, and a schedule for development, testing and full implementation within no more than sixty (60) calendar days from the date of contract award. Implementation will include a requirement for the Contractor to provide an electronic version of an instruction manual detailing how to access and use the system to the Contracting Officer. Meetings will be held, as are deemed necessary, to discuss issues relative to the content and operation of this system at various locations.

C.2.6.2 Interim Manual Reporting Procedures: Should a Delivery Order for Packaged Ice - Delivered be issued under this contract prior to the implementation of the internet-based reporting and tracking system described above, the Contractor will be required to provide the information to be included in the system every four (4) hours until all deliveries are completed. While utilizing manual reporting procedures, the information to be reported and the schedule for reporting may be revised by the Contracting/Ordering Officer, as appropriate. If, after implementation of the internet-based reporting and tracking system, there is a system failure during performance of a Delivery Order, the Contractor is required to immediately convert to a manual reporting system with reports submitted every four (4) hours until system is again operable or until all deliveries are completed, unless a different time frame is provided by the Contracting/Ordering Officer.

C.2.7 Continuous Liaison with the Government: Beginning on the date of award of this contract, the Contractor shall be continuously available to the Government's representatives for response to requests for information, receipt of delivery orders, discussion of contract performance, and other contract administration activities such as billing or payment, etc. In order to fulfill this requirement, within four (4) hours of receipt of the Notice of Award of this contract (unless a different period is allowed by the Contracting Officer), the Contractor shall:

(1) Provide the names, job titles, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours, of a senior manager within the Contractor's organization, and a minimum of one similarly qualified alternate, available on a 24-hour, 7 days-a-week basis, to serve as continuously available liaison with the Government.

(2) Submit an Organization Chart consisting of a wiring diagram displaying lines of authorities and assigned responsibilities within the contractor's organization relative to the performance and administration of this contract. The Organization Chart shall include names, position/job titles, contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours, and a description of each person's responsibilities under this contract.

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

C.2.8 Operations Management: The Contractor shall provide all management and operations sufficient to meet the requirements specified in Delivery Orders, including, but not limited to obtaining ice, packaging, labeling, loading, transportation to delivery sites, unloading, provision of mobile refrigerated storage units (reefers), quality control, reporting on all matters related to the contract, providing strategic planning services, participation in partnering activities, and other contract deliverables.

C.2.8.1 Contractor Operations Manager: In addition to the overall responsibility for management and operations, not later than four (4) hours after issuance of a Delivery Order for delivery of packaged ice or any of the other requirements of this contract, the Contractor shall, by facsimile, email and regular mail, provide to the Contracting/Ordering Officer the name, job/position title, and contact information (telephone/pager/facsimile numbers and electronic mail addresses) of an individual in the Contractor's organization that is appointed as the Contractor Operations Manager to serve as liaison between the Contracting/Ordering Officer and the Contractor's senior management on issues related to performance and administration of the Delivery Order. The Contractor Operations Manager must be knowledgeable in all facets of the Contractor's operation relative to the requirements of this contract, shall have authority to

act on behalf of the Contractor's senior management to make any and all decisions required during performance of the Delivery Order, and shall have the authority to sign all contractual documents related to that Delivery Order. The Contractor Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week and shall be able to immediately contact the Contractor's senior management, via electronic means (Internet e-mail capabilities, cell phone and fax machine). Computer software utilized by the Contractor Operations Manager shall comply with the requirements of the paragraph in this Statement of Work entitled "Communication and Information Management". The Contractor Operations Manager will be required until completion of all deliveries and/or performance of all services required in the Delivery Order or until the Contracting/Ordering Officer determines there is no longer a need for the Contractor Operations Manager.

C.2.9 Submittals/Correspondence: The Contractor shall annotate all correspondence with the contract number, delivery order number and shall sequentially number all items. All items addressed in C.2.9.1.1 below and correspondence to the Contracting Officer, shall have a single set of sequence numbers. All items addressed in C.2.9.2.1 below and correspondence to the Contracting/Ordering Officer for a particular disaster response, shall have a its own set of sequence numbers for that disaster response. The Contractor shall include a subject or reference line in all correspondence to the Contracting Officer, including letters transmitting the submittals in C.2.9.1.1 below, that shall include the Contract Number and a brief description of the primary issue being addressed in the correspondence. The Contractor's sequence numbering system must be approved by the Contracting/Ordering Officer.

C.2.9.1 Contracting Officer: Following is the name, mailing address, email address, and the facsimile number of the Contracting Officer to which the Contractor is to submit, within the specified time frames, the information required by paragraphs C.2.2, C.2.3, C.2.6.1.1 and C.2.7:

Mailing Address: U. S. Army Corps of Engineers, Galveston District
ATTN: CESWG-CT, Curtis Cole
P. O. Box 1229
Galveston, TX 77553-1229

Email Address: Curtis.Cole@usace.army.mil
Facsimile (Fax) Number: (409) 766-3010

The Contractor will be advised, in writing, of any change in the Contracting Officer or other information identified above, to include providing information on any other Contracting Office personnel to whom the Contractor is to submit information.

C.2.9.1.1 Listing of Required Contract Submittals:

<u>Paragraph</u>	<u>Description</u>	<u>Due From Contract Award</u>
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C.2.2	Quality Control Plan	Within 5 calendar days
C.2.3	Accident Prevention Plan	Within 60 calendar days
C.2.6.1.1	Reporting/Tracking System	Within 15 calendar days
C.2.6.1.1	Electronic Instruction Manual	Within 60 calendar days
C.2.7	Liaison Personnel/Organization Chart	C.2.7 Liaison Chart Within 4 hours

C.2.9.2 Contracting/Ordering Officer: Individual Delivery Orders will provide the name, mailing address, email address and facsimile (fax) number for the Contracting/Ordering Officer to whom the Contractor shall submit, within the specified time frames, the information required by paragraphs C.2.4, C.2.6.2, and C.2.8.1.

C.2.9.2.1 Listing of Required Delivery Order Submittals:

<u>Paragraph</u>	<u>Description</u>	<u>Due From Delivery Order Issue</u>
C.2.4	Report of Local Subcontracting and Hiring	Daily (or other frequency) at time established by the Contracting/Ordering Officer
C.2.6.2	Performance and Tracking Interim Manual Reports	Every 4 hours until Internet-based Reporting System operable or until all deliveries are completed
C.2.8.1	Contractor Operations Manager	Within 4 hours

C.2.10 Timely Delivery and/or Start of Service: The times of deliveries and/or start of service will be determined as the Time-In and Date-In recorded on "Ice Delivery Information," "Refrigerated Storage Information," "Drayage Information" forms, etc. Deliveries and/or starts of service will be considered timely if made at the specified delivery or performance site within 2 hours before or after the time specified for delivery and/or start of service in the delivery order. The Contractor may attempt delivery and/or start of service and attempt to obtain acknowledgement of deliveries and/or starts of service before and after the time periods allowed, however, the Government is not obligated to have an on-site representative available outside of the stated time periods.

PART 3: This PART 3 describes the performance requirements for the Contract Line Items (CLINs) that are included in Section B, Supplies and Services and Prices/Cost, of this contract and for which payment will be made.

C.3 Performance Requirements for Section B Contract Line Items: The Contractor shall provide all labor, materials, supplies, services, transportation, and equipment necessary to perform all work described below in strict compliance with the terms and conditions of this contract, including this Section C.

C.3.1 Partnering Activities and Meetings (CLINs (0001 – 0010)AA; (1001 – 1010)AA; (2001 – 2010)AA): The Government will be utilizing a partnered approach in administering this contract. To that extent, the Contractor shall provide a written summary of lessons learned to the Contracting/Ordering Officer that issued Delivery Orders on specific disaster responses. These will be considered for making changes to the contract and/or changes in activities by the Government in the structuring and administering of Delivery Orders that would facilitate improvements in time required for or cost of performance under this contract. Provision of feedback and submission of written lessons learned are considered an overhead cost for which separate payment will not be made. In addition to requests for feedback and submission of lessons learned, the Government may require the Contractor to (1) participate in meetings with USACE at various locations to discuss specific issues related to the ice mission - these meetings also could include attendees from the Federal Emergency Management Agency (FEMA) and other federal, state or local agencies involved in developing requirements and/or performing the ice mission under the FRP; (2) participate in development and conduct of training courses/exercises for USACE Ice Planning and Response Teams (PRTs); (3) participate in disaster response exercises or performance review meetings during and after a disaster response with the Government, including but not limited to USACE Headquarters, Divisions or Districts, etc.; (4) develop presentations, handouts, training materials, etc. either as a part of participation/attendance at these meetings or to provide to the Government for their use; or (5) perform other activities not specifically identified herein. Prior to issuance of a Delivery Order for these services, the Government will negotiate with the Contractor the estimated number of days required for performance, the location where services will be performed, the number and identity of the Contractor representatives that will provide these services, and any other issues that may apply to each requirement. If the Contractor is required to travel to perform these services, an amount also will be agreed upon for estimated round trip travel and per diem costs, as described in paragraph C.3.4 below, for each day these services are not being performed in the Contractor's office.

C.3.1.1 Payment: Payment for these services will be based on the Daily Rate established under the CLIN for **Partnering Activities and Meetings** in effect at the time the services are ordered and travel and per diem costs.

C.3.2 Strategic Planning Services CLINs (0001 – 0010)AB:” to “(CLINs (0001 – 0010)AB; (1001 – 1010)AB; (2001 – 2010)AB): The Government's response to disasters may require coordination with the Contractor relative to overall contract performance and strategic planning for disaster response and recovery activities related to packaged ice and refrigerated storage, to include providing support to USACE members

responsible for providing Technical Assistance to state and local governments or other federal agencies relative to ice issues. In performance of these services, the Contractor shall provide a senior manager in the Contractor's organization that is fully knowledgeable of the work covered by this contract and with qualifications and experience acceptable to the Government. The senior manager shall have full access to the Contractor's communication and information management resources required to perform this contract. The Government may require the Contractor to provide these services by either participation in telephone conference calls from their office or face-to-face meetings with USACE at various locations, or a combination of both and may require that these services be performed simultaneously at various locations. Prior to issuance of a Delivery Order for these services, the Government will negotiate with the Contractor the estimated number of days required for performance, the location where services will be performed, the number and identity of the Contractor representatives that will provide these services, the hours during each day that the Contractor representative is to be available to provide these services, and any other issues that may apply to each requirement. If the Contractor is required to travel to perform these services, an amount also will be agreed upon for estimated round trip travel and per diem costs, as described in paragraph C.3.4 below, for each day these services are not being performed in the Contractor's office.

C.3.2.1 Payment: Payment for these services will be based on the Daily Rate established under the CLIN for **Strategic Planning Services** in effect at the time the services are ordered and travel and per diem costs.

C.3.3 On-Site Contractor Operations Manager (CLINs (0001 – 0010)AC; (1001 – 1010)AC; (2001 – 2010)AC): The Government may determine that it is necessary to have a Contractor Operations Manager physically located near the Contracting Office, located at the responding District Office or the Emergency Response and Recovery Office (ERRO), in order to provide the services described in paragraph C.2.8.1 of this Section C as well as to be available to attend meetings, participate in briefings, conferences, etc., relative to specific disaster responses, to deal with performance issues on Delivery Orders issued, to negotiate changes to Delivery Orders, or other activities as deemed necessary during the performance of Delivery Orders. In that event, the Contracting/Ordering Officer will not require the constant presence of the Contractor Operations Manager at the Emergency Response and Recovery Office (ERRO) location but the Operations Manager shall be physically capable of responding to the Contracting Office location identified in the Delivery Order within thirty (30) minutes of notification on a 24 hour per day, 7 days per week basis. The Contractor shall establish its own office and providing all related communication and office equipment required to support the activities of the Operations Manager. The Contractor will be reimbursed for round trip travel and per diem costs for each day these services are required as described in paragraph C.3.4 below. The Contractor Operations Manager for each individual disaster location who shall be dedicated to performance of these duties for all Delivery Orders issued under this contract for the assigned disaster location only. For the purpose of this

paragraph, a disaster location is defined as a single State, Territory, or Possession as identified in paragraph C.1.1.

C.3.3.1 Payment: Payment for these services will be based on the Daily Rate established under the CLIN for **On-Site Contractor Operations Manager** in effect at the time these services are ordered and travel and per diem costs as described in paragraph C.3.4 below.

C.3.4 Travel and Per Diem (CLINs (0001 – 0010)AD; (1001 – 1010)AD; (2001 – 2010)AD): The Contractor will be reimbursed for round trip travel and per diem costs as described in paragraphs C.3.1, C.3.2 and C.3.3 above. Travel costs are limited to coach airfare and round trip transportation costs (taxi, shuttle, etc.) between airports and location services are to be performed or mileage if travel is by automobile. Mileage to be reimbursed is the round trip mileage between the Contractor's Office and the location identified in Delivery Orders for performance of services described in paragraphs C.3.1, C.3.2 and C.3.3 above. Mileage and daily per diem rates will not exceed that allowed for the performance location by the Department of Defense Joint Travel Regulations (JTR) in effect at the time the travel or services are performed. Rental cars are not authorized during performance of travel and will not be reimbursed unless specifically approved and authorized by the Contracting/Ordering Officer in the Delivery Order.

C.3.4.1 Payment: The Contractor is required to submit documentation to support their travel and per diem costs (receipts for hotel rooms, taxi/shuttle fares, and rental car, if authorized) with their invoice in order to receive payment for such costs.

C.3.5 Packaged Ice – Delivered (CLINs 0001AE, 1001AE, 2001AE); Packaged Ice, Air Shipment – Delivered, (CLINs (0002-0010)AE, (1002-1010)AE, (2002-2010)AE); Packaged Ice, Ocean Shipment – Delivered, (CLINs (0002-0010)AF, (1002-1010)AF, (2002-2010)AF): The Contractor shall conduct all activities, including but not limited to production, packaging, and transportation (including allowing one (1) hour for accepting shipments by the Government), required to deliver packaged ice to sites specified in Delivery Orders placed by the Government. The ice to be delivered under the applicable CLINs shall be manufactured or produced in the Continental United States (CONUS) or Canada. Costs of all such activities are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.5.1 Product Requirements: Ice provided under this contract shall be

- (1) manufactured within no more than 90 calendar days of the date of delivery;
- (2) tube or crushed ice (block or shaved ice is unacceptable); with a per piece volume of approximately 2 cubic inches;

(3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;

(4) manufactured by ice plants that 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; and

(5) produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and local laws and regulations and this Section C.

C.3.5.2 Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on the top and all four (4) sides with a minimum of four (4) layers of stretch-wrap.

C.3.5.2.1 Pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Pallets constructed of softwood (pine or other) or plastic shall not be utilized and will not be accepted. Pallets are to be cleaned (washed) with disinfectant solution consistent with State and Federal Health Standards prior to placement of slip sheet and loading of ice on the pallet and shall be visually clean upon arrival at delivery point. Pallets will become U.S. Government property at final destination.

C.3.5.3 Labeling: Each pallet of ice shall have a label clearly stating the following:

1	U.S. Army Corps of Engineers Contract Number
2	Delivery Order Number
3	Contractor's Name
4	Name, Address, Telephone Number and Point of Contact of Ice Manufacturer
5	Date Ice Manufactured
6	Total Quantity on Pallet, in Pounds
7	Manufacturer's Lot Container Code(s), if any

Labels 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 outermost layer of shrink-wrap, on the top and two sides of each pallet of ice.

C.3.5.3.1 When the Government orders ice produced to Environmental Protection Agency (EPA) local standards, as addressed in **PART 1**, paragraph **C.1.2** and paragraph **C.3.6** below, that ice may only be distributed for consumption within that island location, other Islands within that island chain, or other island chains with identical EPA local standards. Each pallet of ice produced to EPA local standards for OCONUS locations shall be labeled so as to clearly identify that such ice was produced to EPA local standards of the specifically identified island or chain of islands. The lettering for item 8 on the label shall be a minimum of 2" in height and shall be in all capital letters. Following is the label information required for such pallets of ice:

1	U.S. Army Corps of Engineers Contract Number
2	Delivery Order Number
3	Contractor's Name
4	Name, Address, Telephone Number and Point of Contact of Ice Manufacturer
5	Date Ice Manufactured
6	Total Quantity on Pallet, in Pounds
7	Manufacturer's Lot Container Code(s), if any
8	MANUFACTURED TO EPA LOCAL STANDARDS FOR (Identify Island location)

C.3.5.4 Ice Shipping Containers (Land, Air, or Ocean): The Contractor shall transport packaged ice in reefers or other ice shipping containers and shall deliver to the delivery sites identified in individual Delivery Orders in reefers. For the purpose of this contract, an ice shipping container is defined as any system into which the pallet(s) of ice are directly placed for shipment.

C.3.5.4.1 Each reefer or ice shipping container shall be kept in good repair and be of a tight-fitting construction with all sides, top, and doors fitting tightly with no penetrations other than ones which are factory installed. The interior shall be protected from dust, dirt, or any other source of contamination. Each Reefer shall be cleaned, sanitized and cooled to 20 degrees Fahrenheit for a minimum of 2 hours prior to loading of ice in order to prevent condensation dripping. Reefers shall be sized to hold twenty (20) 4'x4' pallets (a total of 40,000 pounds of packaged ice).

C.3.5.5 Ice Delivery Documentation and Procedures: The Contractor shall assure that every delivery is properly presented to the Government and that Government acknowledgement of every delivery is obtained. The Contractor shall provide the documentation described below to the Government's representative at the delivery site:

(1) For each delivery of packaged ice, the Contractor shall provide either an Ice Delivery Information form in the format shown in **Appendix A** of this Section C and containing all of the information required to be provided by the Contractor in Section A, or a bill of lading or manifest, which includes

- (a) the Contractor's name;
- (b) the U.S. Army Corps of Engineers contract number;
- (c) the Delivery Order number;
- (d) an itemized list of suppliers and quantities of ice for each;
- (e) the name of shipment origination facility (i.e., manufacturing plant,
warehouse, etc.);
- (f) the name of the transportation carrier; and
- (g) the total net weight of packaged ice delivered.

Upon arrival at the delivery site, the Contractor shall have its personnel register deliveries by providing the Ice Delivery Information form or the bill of lading or manifest to the Government's on-site representative for documentation of the date and time of arrival of the shipment and to schedule unloading. Once the delivery is unloaded, the Contractor shall have its personnel obtain a copy of the completed Ice Delivery Information form from the Government's on-site representative.

C.3.5.6 Required Delivery Schedules and Quantities: The Government will normally order ice deliveries in quantities that approximate the standard industry capacity of a reefer - 40,000 pounds. The Government recognizes that the Contractor will need time to mobilize ice production and transportation assets in order to establish a steady flow of packaged ice into disaster locations upon receipt of Delivery Orders and has established the following delivery and quantity requirements for each Delivery Order issued for packaged ice. Unless different delivery schedules are specified in a Delivery Order, failure to meet the following requirements, except as may be due to MCC directed shipment delays as addressed in paragraph C.2.5.2 or that may be determined excusable under Clause 52.249-8 of this contract, could result in termination of Delivery Orders for default and could further result in a decision not to exercise options described in paragraph C.1.4 above.

C.3.5.6.1 Continental United States (CONUS):

(1) For orders of up to 500,000 pounds per day to any delivery site, the Contractor shall deliver the full quantity within twenty-four (24) hours of issuance of the Delivery Order.

(2) For orders in excess of 500,000 pounds per day to any delivery site, the required delivery is as follows:

- (a) Within 24 hours the greater of 500,000 pounds or 25% of the ordered quantity;
- (b) Between 24 and 48 hours, 50% of the ordered quantity; and
- (c) Within 72 hours, 100% of the ordered quantity.

C.3.5.6.2 Alaska, Hawaii, Puerto Rico, and U. S. Virgin Islands:

(1) For orders up to 160,000 pounds per day to any delivery site, the Contractor shall deliver the full quantity within forty-eight (48) hours of issuance of the Delivery Order.

(2) For orders in excess of 160,000 pounds per day to any delivery site, the required delivery is as follows:

- (a) Within 48 hours the greater of 160,000 pounds or 25% of the ordered quantity;
- (b) Between 48 and 72 hours, 50% of the ordered quantity; and
- (c) Within 96 hours, 100% of the ordered quantity.

C.3.5.6.3 American Samoa, Guam, Northern Mariana Islands, Federated States of Micronesia and Marshall Islands:

(1) For orders up to 160,000 pounds per day to any delivery site, the Contractor shall deliver the full quantity within seventy-two hours of issuance of the Delivery Order.

(2) For orders in excess of 160,000 pounds per day to any delivery site, the required delivery is as follows:

- (a) Within 72 hours the greater of 160,000 pounds or 25% of the ordered quantity;
- (b) Between 72 and 96 hours, 50% of the ordered quantity; and
- (c) Within 120 hours, 100% of the ordered quantity.

C.3.5.7 Payment: Each pound of packaged ice delivered and accepted by the Government shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Ice Delivery Information" forms, including bills of lading and/or manifests for each, that support the quantity of ice for which payment is being requested. The quantity delivered and accepted will be determined from the quantity shown on the fully executed "Ice Delivery Information" forms for each Delivery Order.

C.3.6 Local Purchase of Ice for OCONUS Locations (CLINs (0002-0010)AG; (1002-1010)AG; (2002-2010)AG): As stated in PART 1, paragraph C.1.2, the Government reserves the right to procure ice either produced to the above described federal standards or to EPA local certification standards for OCONUS (Alaska, Hawaii, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, the Marshall Islands, Puerto Rico and the U. S. Virgin Islands) locations. When a proposal has been requested and agreement has been reached for the delivery of packaged ice produced outside of the Continental United States (CONUS) or Canada, a Delivery Order will be issued reflecting the for quantity, pricing, delivery schedule, and any other areas that have been agreed to and differ from the requirements of this Section C.

C.3.6.1 Unless stated otherwise in the Delivery Order, all ice purchased under this paragraph **C.3.6** shall meet the requirements of: **C.3.5.1**, except as pertains to federal EPA standards; **C.3.5.2** and **C.3.5.2.1** relating to ice packaging; **C.3.5.3.1** for labeling; and **C.3.5.4** and **C.3.5.4.1** relating to shipping containers.

C.3.6.2 Payment: Each pound of packaged ice delivered and accepted by the Government shall be paid for in accordance with the pricing established in the Delivery Order for the ordered CLIN. Invoices submitted for payment shall include copies of all fully executed "Ice Delivery Information" forms, including bills of lading/manifests for each, that support the quantity of ice for which payment is being requested. The quantity delivered and accepted will be determined from the quantity shown on the fully executed "Ice Delivery Information" forms for each Delivery Order.

C.3.7 Additional Packaging Protection - Ice (CLINs 0001AF, 1001AF, 2001AF, and (0002-0010)AH, (1002-1010)AH, (2002-2010)AH): The Contractor shall provide all labor, materials and equipment necessary to provide additional packaging protection for ice as described below. The Government will only order this additional packaging as part of a Delivery Order for **Packaged Ice-Delivered**. All costs for this providing this additional packaging only, are included in the unit price for the CLINs in Section B of this contract and are based on the cost per pound of ice to provide only such additional packaging described below that is in addition to the requirements for packing in paragraphs C.3.5.2 and C.3.5.2.1.

C.3.7.1 During the initial 72 hours of a mission, in addition to the requirements for packaging in paragraphs C.3.5.2 and C.3.5.2.1, packaged ice shall be fully covered on the top, four sides, and the bottom with a waterproof, wax-lined, corrugated cardboard container OR a minimum of one layer of bubble-wrap below the required stretch-wrap (stretch-wrap shall be placed on the exterior surface of the bubble-wrap). Packaged ice delivered after the initial 72 hours of a mission shall be packaged in cardboard containers only as described above in this paragraph.

C.3.7.2 Payment: Additional packaging protection will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order. Payment for this additional packaging will be based on the quantity of ice ordered, delivered, and accepted by the Government that included this additional packaging. Invoices submitted for payment shall include copies of all fully executed "Ice Delivery Information" forms, including bills of lading or manifests, for ice that included this additional packaging protection. The quantity of ice delivered and accepted will be determined from the quantity shown on the fully executed "Ice Delivery Information" forms for each Delivery Order that includes this CLIN.

C.3.8 Additional Ground Mileage (CLINs 0001AG, 1001AG, 2001AG, and (0002-0010)AJ, (1002-1010)AJ, (2002-2010)AJ): The Contractor shall provide transportation of shipments of packaged ice and/or reefers to the delivery site identified in a Delivery

Order and the cost of such transportation is included in the pricing for the delivery of packaged ice in paragraphs C.3.5 or C.3.6 above and paragraphs C.3.10 and C.3.11 below. It is anticipated that deliveries may be required to locations in addition to delivery sites specified in Delivery Orders. When the Contractor is notified of a change in the delivery site identified in a Delivery Order either prior to or after arrival at the delivery site identified in the Delivery Order but prior to unloading of the shipment (packaged ice and/or reefer), the Contractor is required to make delivery to the revised or additional delivery sites as directed by the Contracting/Ordering Officer or Government representative identified in Delivery Orders with authority to direct such change in delivery site. Changes also could be directed to the revised delivery sites either before or after arrival at such revised delivery site. In order to compensate the Contractor for any increase in the cost of and time required for making deliveries to sites other than as identified in Delivery Orders, CLINs are established for additional ground mileage necessary to make deliveries to alternate delivery locations other than the site specified in a Delivery Order. These sites may or may not be within the same state. No time spent at a delivery site waiting for unloading is included in the price for Additional Ground Mileage. If such time is in excess of one hour, the cost for that time shall be included in the pricing for the CLINs for **Standby Time in Excess of One Hour**. All costs for additional ground mileage as described herein are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.8.1 Payment: Each mile of additional ground mileage will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. Invoices submitted for payment shall include copies of fully executed "Additional Ground Mileage Information" forms, including bills of lading or manifests, for each additional delivery site ordered by the Government. The total additional ground mileage for each Delivery Order will be determined from the Odometer readings for the initial delivery site and for each subsequent and/or final delivery site as shown on the fully executed "Additional Ground Mileage Information" forms.

C.3.9 Standby Time in Excess of One Hour (CLINs 0001AH, 1001AH, 2001AH, and (0002-0010)AK, (1002-1010)AK, (2002-2010)AK): The Contractor shall provide transportation of shipments of packaged ice and/or reefers to the delivery site identified in a Delivery Order within the delivery schedules identified in the Delivery Order and paragraph C.2.10, and to allow the Government up to one (1) hour to unload such shipments. The cost of such transportation is included in the pricing for the delivery of packaged ice in paragraphs C.3.5 or C.3.6 above. If the Contractor stands by for more than one (1) hour at any delivery site either specified in a Delivery Order or directed as addressed in paragraph C.3.8 above, the Contractor shall be entitled to a maximum of ten hours per calendar day of standby time unless such delays in unloading were caused by the Contractor. All costs for standby time as described herein are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.9.1 Payment: Standby time will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery

Order. Invoices submitted for payment shall include copies of fully executed "Ice Delivery Information" or "Refrigerated Storage Information" and "Additional Ground Mileage Information" forms, including bills of lading or manifests, for which the Contractor incurred standby time costs. The amount of Standby Time to which the Contractor is entitled for each Delivery Order will be determined from the Arrival and Departure times shown on the fully executed "Ice Delivery, Refrigerated Storage and Additional Ground Mileage Information" forms.

C.3.10 Mobile Refrigerated Storage Unit (Reefer) - Rental (CLINs 0001AJ, 1001AJ, 2001AJ, and (0002-0010)AL, (1002-1010)AL, (2002-2010)AL): The Contractor shall execute all activities involved in delivery of reefers to delivery sites identified in Delivery Orders, including performance of all periodic preventive maintenance or servicing that is required to keep the reefer operational (does not include daily operation addressed in paragraph C.3.15 below), during the time frame of rental to the Government. The reefers to be provided under the applicable CLINs are to be provided from suppliers in the Continental United States (CONUS) or Canada. Costs of all such activities are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.10.1 Each reefer 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. Reefers shall be sized to hold twenty (20) 4'x4' pallets (a total of 40,000 pounds of packaged ice). The interior shall be protected from dust, dirt, or any other source of contamination. Each reefer shall be cleaned and sanitized prior to delivery. Reefers shall be capable of being maintained at a temperature of 20 degrees Fahrenheit with the temperature varying within ± 5 degrees.

C.3.10.1.1 The Contractor shall perform any periodic preventive maintenance or servicing, excluding the day-to-day operation and fueling, required to maintain the reefer in operational condition during the rental period. Performance of preventive maintenance or servicing shall be coordinated in advance with the COR or other Government personnel as identified in Delivery Orders.

C.3.10.2 Start and End of Rental Period: The rental period starts when the Contractor has its personnel register the arrival of the delivery with the Government's on-site representative as described in paragraphs C.3.10.3.1 and C.3.10.3.2 below and ends when the Government notifies the Contractor in writing that reefers are no longer needed. Reefers may be released individually or in groups, rather than all at once, even if originally ordered as a large group of reefers. When the Government, as part of its quality assurance activities described in paragraph C.2.2.2.2, rejects a reefer, the rental period will be considered ended at the time of such rejection. The Government will annotate the "Refrigerated Storage Information" form for that reefer in the Remarks/Comments that the reefer was rejected, including the reason for and the date and time of the rejection. Entitlement to payment for that reefer will end at that time. However, if the Contractor determines to take corrective action to put a rejected reefer back in service, the Government will further annotate the "Refrigerated Storage

Information" form for that reefer that it now meets the contract requirements and the date and time the reefer is put back into service. Entitlement to payment will resume as of that date and time.

C.3.10.3 Delivery Documentation and Procedures: The Contractor shall assure that every delivery is properly presented to the Government and that Government acknowledgement of every delivery is obtained. The Contractor shall provide the documentation described below to the Government's representative at the delivery site. Delivery requirements are also identified in C.3.5.6. The schedule portion of the subparagraphs of paragraph C.3.5.6 applies regardless of whether the reefers are delivered with or without ice.

C.3.10.3.1: When a Delivery Order containing CLINs for both **Packaged Ice - Delivered** (includes all CLINs for either CONUS or OCONUS locations) and for **Mobile Refrigerated Storage Unit (Reefer) - Rental** is issued by the Government, the Government is ordering a quantity of ice as well as storage for that ice for delivery. Reefers delivered with ice and rented shall be retained until such time as the Government no longer requires that reefer for storage. When such a Delivery Order is issued, the Contractor shall deliver the ordered quantity of ice in the rental reefers and shall comply with the delivery documentation and procedures as provided in paragraph C.3.5.5 above. In addition, the Contractor shall assure that their delivery personnel comply with the delivery documentation requirements identified in C.3.10.3.2 below.

C.3.10.3.2 When a Delivery Order is issued containing the CLIN for **Mobile Refrigerated Storage Unit (Reefer) – Rental**, but not the CLIN for Packaged Ice - Delivered, the requirement is for delivery of an empty reefer. Reefers shall be retained until such time as the Government no longer requires that reefer for storage. For each reefer delivery, the Contractor shall provide either a Refrigerated Storage Information Sheet in the format shown in **Appendix C** of this Section C and containing all of the information required to be provided by the Contractor in Section A, or a bill of lading or manifest, which includes

- (a) the Contractor's name;
- (b) the U.S. Army Corps of Engineers contract number;
- (c) the Delivery Order number;
- (d) identification of the subcontractor providing the reefer;
- (e) reefer identification number; and
- (f) the name of the transportation carrier.

Upon arrival at the delivery site, the Contractor shall have its personnel register deliveries by providing the Refrigerated Storage Information Sheet or the bill of lading or manifest to the Government's on-site representative for documentation of the date and time of arrival of the shipment and to schedule unloading. Once the delivery is unloaded, the Contractor shall have its personnel obtain a copy of the Refrigerated Storage Information

form from the Government's on-site representative that has both Sections A and B completed.

C.3.10.4 Pick-Up Documentation and Procedures: The Contractor shall coordinate the pick-up of rental reefers described in **C.3.10.2.1** and **C.3.10.2.2** above with the Government's on-site representative. The Contractor shall have its personnel obtain from the Government's on-site representative a copy of the completed Refrigerated Storage Information form from the Government's on-site representative prior to leaving the site.

C.3.10.5 Required Delivery Schedules and Quantities: The Contractor must have the capability to provide on site storage at delivery sites up to the requirements for ice delivered as specified in paragraph C.3.5.6 and subparagraphs as applicable.

C.3.10.5.1 When a Delivery Order containing CLINs for both **Packaged Ice - Delivered** (includes all CLINs for CONUS or OCONUS locations) and **Mobile Refrigerated Storage Unit (Reefer) - Rental** is issued by the Government, the Contractor shall deliver the reefers loaded with the ordered ice (see **C.3.10.3.1** above) and shall meet the delivery schedule for ice as stated in paragraphs **C.3.5.6.1**, **C.3.5.6.2**, and **C.3.5.6.3** and paragraph C.2.10 for all locations covered by this contract.

C.3.10.6 Payment: Rental for each reefer delivered and accepted by the Government shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order, based on the number of days or portion of a day of usage. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying by the number of hours utilized in that day. Invoices submitted for payment shall include copies of fully executed "Refrigerated Storage Information" forms, including bills of lading or manifests, for each rented reefer. The number of days, or portions thereof, will be determined from the "Date and Time In" and "Date and Time Out" shown on the fully executed "Refrigerated Storage Information" forms.

C.3.11 Mobile Refrigerated Storage Unit (Reefer) - Local Rental (CLINs (0002-0010)AM, (1002-1010)AM, (2002-2010)AM): As stated in **PART 1**, paragraph **C.1.2**, the Government reserves the right to rent reefers from local vendors for requirements for OCONUS locations (Alaska, Hawaii, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, the Marshall Islands, Puerto Rico and the U. S. Virgin Islands). When a proposal has been requested and agreement has been reached for the delivery of reefers rented from local vendors in the above OCONUS locations, a Delivery Order will be issued reflecting the information identified in paragraphs **C.1.5** and **C.1.5.5** of this Section C.

C.3.11.1 Unless otherwise stated in the Delivery Order, all reefers rented under paragraph **C.3.11** shall meet the requirements of paragraphs **C.3.10**, **C.3.10.1**, **C.3.10.1.1**, **C.3.10.2**, **C.3.10.3**, **C.3.10.3.1**, **C.3.10.3.2**, and **C.3.10.4** above.

C.3.11.2 Delivery Requirements: The Government and the Contractor will agree upon the required delivery schedule and such agreement will be reflected in Delivery Orders containing the CLINs for **Mobile Refrigerated Storage Unit (Reefer) - Local Rental**. Local rental of reefers in OCONUS locations are NOT governed by the schedule portion of the subparagraphs of paragraph C.3.5.6 as the contractor cannot reasonably have access to a large number of reefers to meet this requirement.

C.3.11.3 Payment: Rental for each reefer delivered and accepted by the Government shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order, based on the number of days or portion of a day of usage. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying by the number of hours utilized in that day. Invoices submitted for payment shall include copies of fully executed "Refrigerated Storage Information" forms, including bills of lading or manifests, for each rented reefer. The number of days, or portions thereof, will be determined from the "Date and Time In" and "Date and Time Out" shown on the fully executed "Refrigerated Storage Information" forms.

C.3.12 Drayage (CLINs 0001AK, 1001AK, 2001AK and (0002-0010)AN, (1002-1010)AN, (2002-2010)AN): The Contractor shall provide all labor, equipment and materials necessary to perform drayage services, as described below. All costs for performance are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.12.1 The Contractor shall provide tractor power units, with a fifth wheel and drivers to provide drayage services on a 24-hour per day basis. Drayage services are defined as maintaining tractor power units, with a fifth wheel and drivers on a site identified by the Government and movement of trailers within that storage site. The Government's on-site representative will direct the performance of drayage services. The tractor power units, with a fifth wheel and drivers can be directed to perform movement between sites at any time. If so, payment for the period for "Drayage" ends, and movement between sites shall commence as "Additional Ground Mileage" and be paid accordingly. Upon completion of "Additional Ground Mileage" work the tractor power units shall return to the drayage site and complete the remainder of the original 24 hour period. (The period will actually be 24 hours minus the time spent performing "Additional Ground Mileage".)

C.3.12.2 Start of Service: The Government and the Contractor shall agree upon the start date and time for drayage services and such agreement will be reflected in each Delivery Order. The actual start time will be established based on the Contractor obtaining the documentation of drayage services.

C.3.12.3 Documentation of Drayage Services: The Contractor shall assure that the start and end of drayage services is documented by the Government's on-site representative. The Contractor shall have its personnel, upon arrival at the performance location

identified in each Delivery Order, provide the Government's on-site representative a Drayage Information form as shown in **Appendix D** and containing all information required to be provided by the Contractor in Section A of the form. Upon completion of drayage services, the Contractor shall have its personnel obtain a copy of the Drayage Information form, with Section B completed, prior to leaving the performance site.

C.3.12.4 Payment: Each day or portion of a day of providing drayage services shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "Drayage Information" forms for each tractor power unit. The number of days, or portions thereof, for each power unit will be determined from the "Drayage Information" forms.

C.3.13 Loading/Unloading - Forklift w/Operator (CLINs 0001AL, 1001AL, 2001AL and (0002-0010)AP, (1002-1010)AP, (2002-2010)AP): The Contractor shall provide all labor, equipment and materials necessary to perform loading and unloading of pallets of ice from reefers as described below. All costs for such performance are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.13.1 The Contractor shall provide a forklift with Operator, and pallet jack to perform loading/unloading of pallets of ice. Such work may be performed on rough terrain, on concrete or asphalt, at locations that may or may not have a loading dock. These services may be ordered when the Government requires the Contractor to load/unload ice delivered under this contract, when the Government requires the Contractor to provide, operate and maintain ice storage units, or when the Government requires loading/unloading services in support of the Mobilization Center, Staging Area, etc., operations and the Government's on-site representative may direct the performance of loading/unloading activities, or as otherwise required. Loading/Unloading shall be performed on a 12-hour per day basis.

C.3.13.1.1 Forklift: The Contractor shall provide a forklift that has a minimum 3000 pound capacity, and is capable of operating in sites as described above.

C.3.13.1.2 Pallet Jack: The Contractor provided pallet jack need only be capable of operating on hard surfaced areas.

C.3.13.2 Start of Service: The Government and the Contractor shall agree upon the start date and time for the loading/unloading services and such agreement will be reflected in each Delivery Order. The actual start time will be established based on the Contractor providing documentation of **Loading/Unloading - Forklift w/Operator** services to the Government's on-site representative as described below.

C.3.13.3 Documentation of Loading/Unloading Services: The Contractor shall assure that the start and end of loading/unloading services is documented by the Government's on-site representative. The Contractor shall have its personnel, upon arrival at the performance location identified in each Delivery Order, provide the Government's on-site representative a Loading/Unloading By Forklift form as shown in **Appendix E** and containing all information required to be provided by the Contractor in Section A of the form. Upon completion of loading/unloading services, the Contractor shall have its personnel obtain a copy of the Loading/Unloading By Forklift form, with Section B completed, prior to leaving the performance site.

C.3.13.4 Payment: Each day or portion of a day of providing loading/unloading by forklift services shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "Loading/Unloading by Forklift" forms for each tractor power unit. The number of days, or portions thereof, for each power unit will be determined from the "Drayage Information" forms.

C.3.14 Loading/Unloading - Laborer (CLINs 0001AM, 1001AM, 2001AM and (0002-0010)AQ, (1002-1010)AQ, (2002-2010)AQ):: The Contractor shall provide all labor, equipment and materials necessary to perform loading and unloading of pallets of ice from reefers as described below. All costs for such performance are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.14.1 The Contractor shall provide a Laborer to perform loading/unloading of pallets of ice by hand. These services may be ordered when the Government requires the Contractor to load/unload ice delivered under this contract, when the Government requires the Contractor to provide, operate and maintain ice storage units, or when the Government requires loading/unloading services in support of the Mobilization Center, Staging Area, etc., operations and the Government's on-site representative may direct the performance of loading/unloading activities, or as otherwise required. Loading/Unloading shall be performed on a 12-hour per day basis.

C.3.14.2 Start of Service: The Government and the Contractor shall agree upon the start date and time for the loading/unloading services and such agreement will be reflected in each Delivery Order. The actual start time will be established based on the Contractor providing documentation of **Loading/Unloading - Laborer** services to the Government's on-site representative as described below.

C.3.14.3 Documentation of Loading/Unloading Services: The Contractor shall assure that the start and end of loading/unloading services is documented by the Government's on-site representative. The Contractor shall have its personnel, upon arrival at the performance location identified in each Delivery Order, provide the Government's on-site

representative a Loading/Unloading By Hand form as shown in **Appendix F** and containing all information required to be provided by the Contractor in Section A of the form. Upon completion of loading/unloading services, the Contractor shall have its personnel obtain a copy of the Loading/Unloading By Hand form, with Section B completed, prior to leaving the performance site.

C.3.14.4 Payment: Each day or portion of a day of providing loading/unloading by hand services shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. For partial days, the daily rate will be prorated by dividing the daily rate by 12 and multiplying the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "Loading/Unloading by Hand" forms for each laborer. The number of days, or portions thereof, for each laborer will be determined from the "Loading/Unloading by Hand" forms.

C.3.15 Daily Operation of Reefer (Contractor-furnished or Government-furnished) (CLINs 0001AN, 1001AN, 2001AN, 0001AP, 1001AP, 2001AP, (0002-0010)AR, (1002-1010)AR, (2002-2010)AR, and (0002-0010)AS, (1002-1010)AS, (2002-2010)AS):: The Contractor shall be required to provide all labor, material, and equipment necessary to perform daily operation of reefers, as described below. Costs of all such activities are included in the unit price for each applicable CLIN in Section B of this contract. There are two types of associated CLINs. First, pricing for the first, (or single), reefer at a site is to allow the Contractor to cover his costs for a very small site. The second CLIN, for additional reefers at a site, allows the Contractor and the Government to take advantage of economies of a larger site.

C.3.15.1 General: The Government may require the Contractor to operate and maintain an ice storage facility, an ice distribution facility, or individual reefers at various locations within identified disaster areas utilized as storage for medical supplies, as temporary morgues, etc. Ice storage and distribution facilities, medical supply storage, temporary morgues, etc., will be comprised of reefers rented from the Contractor as addressed in paragraphs C.3.10 through C.3.10.6 and C.3.11 through C.3.11.3 above and may also include Government-furnished reefers. The Contractor shall perform all preventive maintenance and periodic servicing of reefers rented to the Government as addressed in paragraphs C.3.10.1.1 and C.3.11.1 above and shall be paid for those services as described in paragraphs C.3.10.6 and C.3.11.2 above.

C.3.15.2 Daily Operation: Daily operation of reefers shall include:

- (1) Continuous running of the generator that powers the reefer.
- (2) Fueling of the generators that power the reefers.
- (3) Clean-up of any fuel spills that may occur during the fueling process and properly disposed of in accordance with local and state/territory/commonwealth environmental disposal regulations.

(4) Maintaining the temperature of each reefer within \pm five (5) degrees of the set point:

- (a) Set point for reefers utilized for storage of ice - 20 degrees.
- (b) Set point for reefers utilized for storage of medical supplies - 40 degrees or as directed by the on-site Government representative.
- (c) Set point for reefers utilized as temporary morgues - 40 degrees.
- (d) Set point for any other usage not identified herein will be provided to the Contractor by the on-site Government representative.

C.3.15.3 Delivery Orders: Delivery Orders issued for these services will include an estimated number of reefers for which the Contractor is to provide these services. The Government's on-site representative will provide documentation to the Contractor for each individual reefer that is to receive these services.

C.3.15.3.1 Documentation of Operations Services: The Government's on-site representative will fill out the "REFRIGERATED STORAGE TRAILER OPERATION" portion of the "REFRIGERATED STORAGE INFORMATION" Form, as shown in Appendix C, for each individual reefer for which the Government requires the Contractor to perform these services. The Contractor shall assure that his personnel, prior to performance of any Operations services on a reefer, complete the portions of the form requiring acknowledgment by the Contractor of the start date and time for performance of Operations services and obtain a copy of the form from the Government's on-site representative. When the Government no longer requires performance of these services on a reefer, the Government's on-site representative shall contact the Contractor's personnel and have them complete the acknowledgement of the ending date and time of performance of Operations services and obtain a copy of the fully executed "REFRIGERATED STORAGE INFORMATION" Form

C.3.15.4 Payment: Each day or portion of a day of providing operations services for each reefer shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying by the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "REFRIGERATED STORAGE INFORMATION" Forms for each reefer serviced. The number of days, or portions thereof, for each reefer will be determined from the "REFRIGERATED STORAGE INFORMATION" Form

C.3.16 Periodic Maintenance, Servicing and/or Repair of Government-Owned Mobile Refrigerated Storage Unit (Reefer) (CLINs 0001AQ, 1001AQ, 2001AQ and (0002-0010)AT, (1002-1010)AT, (2002-2010)AT): The Government anticipates that it may have requirements to perform preventive maintenance, periodic service inspections, cleaning, repairs, etc., of Government-owned reefers. These services may be required during usage of these reefers at Mobilization Centers, Staging Areas, etc. located at or near disaster response locations or at Government storage areas utilized for storage of Government assets when not in use at disaster locations, etc. However, due to the

constant change in the number and type of these reefers, these requirements could vary substantially and requirements cannot be described in sufficient detail to enable pricing these needs in this contract. The Government, as stated in paragraph C.1.2.1 of this Section C, is not required to utilize this contract for performance of such services but reserves the right to request proposals from the Contractor for performing these services. Upon negotiation and agreement between the Government and the Contractor, the Government will issue Delivery Orders that will include the applicable CLIN and pricing agreed to, as well as include a detailed description of the work being ordered, the performance locations, dates of performance, and any other information that may be required.

C.3.17. Disposal of Surplus Ice and/or Packaging Materials (CLINs 0001AR, 1001AR, 2001AR, 0001AS, 1001AS, 2001AS, and (0002-0010)AU, (1002-1010)AU, (2002-2010)AU, and (0002-0010)AV, (1002-1010)AV, (2002-2010)AV). The Contractor shall provide all labor, materials, and equipment necessary to dispose of surplus ice and/or packaging materials as described below. All costs for such performance are included in the unit price for the applicable CLIN in Section B of this contract for CONUS locations. The pricing for OCONUS locations will be negotiated at the time the requirement is identified.

C.3.17.1 The Contractor shall dispose of surplus ice and/or packaging materials in compliance with all applicable federal, state and local laws and regulations. The Government shall order disposal of surplus ice and/or packaging materials based on a pallet of packaged ice (2000 pounds of ice) and all packaging materials as identified in paragraphs C.3.5.2, C.3.5.2.1, and C.3.5.1. Upon negotiation and agreement on performance times for CONUS locations, the Government will issue Delivery Orders for these services reflecting the applicable CLINs, the performance schedule, and any other information determined necessary. Upon negotiation and agreement on price for OCONUS locations, the Government will issue Delivery Orders reflecting the applicable CLIN and the terms of the agreement to include pricing, performance schedule, and any other information determined necessary.

C.3.17.1.1 Payment: Disposal services will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order for CONUS locations or that is reflected in the Delivery Order for OCONUS locations.

C.3.17.2 Transportation of or Contractor Resale of Surplus Packaged Ice (CLINs 0001AT, 2001AT, 3001AT and (0002-0010)AW, (1002-1010)AW, (3002-3010)AW): The Government anticipates it may have packaged ice that is determined to be surplus to needs for given disaster responses. The Government will attempt to dispose of surplus packaged ice at given disaster locations by transportation to other disaster locations, transportation to federal, state or local Government long-term storage locations, transportation to other locations when ice is donated to others, and by Contractor resale.

C.3.17.2.1 Transportation: The Government reserves the right to issue Delivery Orders to the Contractor to transport surplus packaged ice to additional delivery locations in accordance with paragraphs C.3.8, C.3.9, and/ or C.3.12, when applicable. When these paragraphs are not applicable, the Government is not required to utilize this contract but reserves the right to request a proposal from the Contractor for such transportation requirements, and if agreement is reached, to issue a modification to a Delivery Order or to issue a new Delivery Order reflecting the agreement relative to pricing and performance requirements for the transportation of surplus packaged ice.

C.3.17.2.2 Contractor Resale: The Government reserves the right to identify a quantity of surplus packaged ice and request the Contractor to determine if it can sell some of all of that quantity to other customers. In the event the Contractor can sell all or a portion of the quantity of surplus packaged ice, the Government will request the Contractor to provide a price proposal for the quantity of ice to be sold. The proposal shall be supported by documentation of the quantity being sold and the resale price for that quantity less any transportation costs for transport of ice from the Government site to the identified delivery site(s) of the Contractor's customer(s) that have purchased the ice, and less the overhead and profit rates applied to these resale activities. The Government will evaluate the supporting documentation to determine reasonableness of the proposal and negotiate with the Contractor as deemed necessary. If the proposal results in an increased cost to the Government, the Government will compare that cost for resale to the cost for disposal of surplus ice and/or packaging material as addressed in paragraph C.3.17 above to determine the least costly alternative for the Government. If the proposal for resale results in a credit to the Government or is determined to be the least costly alternative for disposal of surplus packaged ice, a Delivery Order will be issued reflecting the applicable CLIN, the amount of the agreed upon credit or cost, performance times and any other information determined to be necessary.

C.3.17.2.3 Payment: Transportation of or Contractor Resale of Surplus Packaged Ice will be paid for in accordance with the agreed upon pricing stated in the Delivery Order for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order.

B. Section L – Instructions, Conditions and Notices to Bidders

- 1) Provision 52.1-4004, Modification to Bids (CESWG) is hereby deleted in its entirety.
- 2) Provision 52.1-4046, Bidder's /Qualifications (CESWG-CT) is hereby deleted in its entirety.
- 3) FAR Clause 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids is hereby deleted in its entirety.

C. Section B – Supplies or Services and Prices/Costs

Replace Section B with the attached Section B in its entirety.

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, February 1, 2003 through January 31, 2004 (CLINS 0001 – 0010AW) and, if exercised, two separate option periods of February 1, 2004 through January 31, 2005 (CLINS 1001 – 1010AW), and February 1, 2005 through January 31, 2006 (CLINS 2001 – 2010AW).

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0001	Continental United States (CONUS)				
0001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0001AD	Travel & Per Diem for 0001AA-0001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
0001AK	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$
0001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0001	Continental United States (CONUS)				
0001AQ	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0001AR	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0001AT	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0002	Puerto Rico				
0002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0002AD	Travel & Per Diem for 0002AA-0002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0002AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
0002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0002	Puerto Rico				
0002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0002AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0002AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0003	US Virgin Islands				
0003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0003AD	Travel & Per Diem for 0003AA-0003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0003	US Virgin Islands				
0003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0003AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0003AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0004	Alaska				
0004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0004AD	Travel & Per Diem for 0004AA-0004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0004AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0004	Alaska				
0004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0004AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0004AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	\$	\$
0004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0005	Hawaii				
0005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0005AD	Travel & Per Diem for 0005AA-0005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0005AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0005	Hawaii				
0005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0005AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0006	Guam				
0006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0006AD	Travel & Per Diem for 0006AA-0006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0006AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	TO BE NEGOTIATED			
0006AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0006	Guam				
0006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0006AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0007	Northern Marianas Islands (NMI) (Saipan)				
0007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0007AD	Travel & Per Diem for 0007AA-0007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0007AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0007	Northern Marianas Islands (NMI) (Saipan)				
0007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0007AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0008	American Samoa				
0008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0008AD	Travel & Per Diem for 0008AA-0008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0008AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0008	American Samoa				
0008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0008AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0009	Federated States of Micronesia (FSM)				
0009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0009AD	Travel & Per Diem for 0009AA-0009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0009AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
0009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0009	Federated States of Micronesia (FSM)				
0009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0009AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AU	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0010	Republic of the Marshall Islands				
0010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
0010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
0010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
0010AD	Travel & Per Diem for 0010AA-0010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
0010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0010AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
0010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
0010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
0010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
0010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
0010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
0010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
0010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
0010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
BASE PERIOD – FEBRUARY 1, 2003 THROUGH JANUARY 31, 2004					
0010	Republic of the Marshall Islands				
0010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
0010AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
0010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1001	Continental United States (CONUS)				
1001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1001AD	Travel & Per Diem for 1001AA-1001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
1001AK	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$
1001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1001	Continental United States (CONUS)				
1001AQ	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1001AR	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1001AT	Resale of Surplus Ice to ACI Contractor. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1002	Puerto Rico				
1002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1002AD	Travel & Per Diem for 1002AA-1002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1002AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1002	Puerto Rico				
1002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1002AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1003	US Virgin Islands				
1003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1003AD	Travel & Per Diem for 1003AA-1003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1003	US Virgin Islands				
1003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1003AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1004	Alaska				
1004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1004AD	Travel & Per Diem for 1004AA-1004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1004AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1004	Alaska				
1004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1004AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1005	Hawaii				
1005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1005AD	Travel & Per Diem for 1005AA-1005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1005AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1005	Hawaii				
1005AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1005AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1005AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1006	Guam				
1006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1006AD	Travel & Per Diem for 1006AA-1006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1006AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1		TO BE NEGOTIATED	TO BE NEGOTIATED
1006AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1006	Guam				
1006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1006AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1007	Northern Marianas Islands (NMI) (Saipan)				
1007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1007AD	Travel & Per Diem for 1007AA-1007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1007AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1		TO BE NEGOTIATED	TO BE NEGOTIATED
1007AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1007	Northern Marianas Islands (NMI) (Saipan)				
1007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1007AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1008	American Samoa				
1008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1008AD	Travel & Per Diem for 1008AA-1008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1008AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1008	American Samoa				
1008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1008AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1009	Federated States of Micronesia (FSM)				
1009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1009AD	Travel & Per Diem for 1009AA-1009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1009AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1009	Federated States of Micronesia (FSM)				
1009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1009AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AU	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1010	Republic of the Marshall Islands				
1010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
1010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
1010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
1010AD	Travel & Per Diem for 1010AA-1010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
1010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1010AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
1010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
1010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
1010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
1010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
1010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
1010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
1010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
1010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
FIRST OPTION PERIOD – FEBRUARY 1, 2004 THROUGH JANUARY 31, 2005					
1010	Republic of the Marshall Islands				
1010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
1010AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
1010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2001	Continental United States (CONUS)				
2001AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2001AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2001AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2001AD	Travel & Per Diem for 2001AA-2001AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2001AE	Packaged Ice, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2001AF	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2001AG	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2001AH	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2001AJ	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10)	1	DA	\$	\$
2001AK	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2001AL	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2001AM	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2001AN	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$
2001AP	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2001	Continental United States (CONUS)				
2001AQ	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2001AR	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2001AS	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2001AT	Resale of Surplus Ice to ACI Contractor. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2002	Puerto Rico				
2002AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2002AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2002AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2002AD	Travel & Per Diem for 2002AA-2002AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2002AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2002AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2002AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2002AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2002AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2002AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2002AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2002AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2002AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2002AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2002	Puerto Rico				
2002AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2002AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2002AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2003	US Virgin Islands				
2003AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2003AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2003AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2003AD	Travel & Per Diem for 2003AA-2003AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2003AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2003AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2003AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2003AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2003AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2003AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2003AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2003AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2003AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2003AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2003	US Virgin Islands				
2003AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$ _____	\$ _____
2003AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2003AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2004	Alaska				
2004AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2004AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2004AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2004AD	Travel & Per Diem for 2004AA-2004AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2004AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2004AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2004AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2004AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2004AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2004AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2004AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2004AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2004AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2004AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2004	Alaska				
2004AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2004AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2004AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2005	Hawaii				
2005AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2005AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2005AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2005AD	Travel & Per Diem for 2005AA-2005AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2005AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2005AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2005AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2005AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2005AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2005AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2005AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2005AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2005AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2005AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2005AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2006	Guam				
2006AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2006AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2006AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2006AD	Travel & Per Diem for 2006AA-2006AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2006AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2006AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2006AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2006AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2006AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2006AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2006AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2006AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2006AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2006AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2006	Guam				
2006AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2006AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2006AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2007	Northern Marianas Islands (NMI) (Saipan)				
2007AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2007AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2007AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2007AD	Travel & Per Diem for 2007AA-2007AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2007AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2007AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2007AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2007AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2007AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2007AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2007AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2007AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2007AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2007AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2007 Northern Marianas Islands (NMI) (Saipan)					
2007AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2007AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2007AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2008	American Samoa				
2008AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2008AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2008AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2008AD	Travel & Per Diem for 2008AA-2008AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2008AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2008AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2008AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2008AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2008AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2008AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2008AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2008AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2008AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2008AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2008 American Samoa					
2008AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2008AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2008AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2009 Federated States of Micronesia (FSM)					
2009AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2009AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2009AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2009AD	Travel & Per Diem for 2009AA-2009AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2009AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2009AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2009AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2009AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2009AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2009AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2009AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2009AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2009AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2009AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2009	Federated States of Micronesia (FSM)				
2009AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2009AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AU	Disposal of Surplus ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AU	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2009AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2010	Republic of the Marshall Islands				
2010AA	Partnering Activities and Meetings (Paragraph C.3.1)	1	DA	\$	\$
2010AB	Strategic Planning Services (Paragraph C.3.2)	1	DA	\$	\$
2010AC	On-Site Contractor Operations Manager (Paragraph C.3.3)	1	DA	\$	\$
2010AD	Travel & Per Diem for 2010AA-2010AC (Paragraph C.3.4)	1	LS	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER	ESTIMATED COST TO BE INCLUDED IN DELIVERY ORDER
2010AE	Packaged Ice, Air Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2010AF	Packaged Ice, Ocean Shipment, Delivered (Paragraph C.3.5)	1	LB	\$	\$
2010AG	Local Purchase of Ice (Paragraph C.3.5)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AH	Additional Packaging Protection (Paragraph C.3.7)	1	LB	\$	\$
2010AJ	Additional Ground mileage (Paragraph C.3.8)	1	MI	\$	\$
2010AK	Standby Time in Excess of One Hour (Paragraph C.3.9)	1	HR	\$	\$
2010AL	Mobile Refrigerated Storage Unit (Reefer) Rental (Paragraph C.3.10))	1	DA	\$	\$
2010AM	Mobile Refrigerated Storage Unit (Reefer) Local Rental (Paragraph C.3.11)	1	DA	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AN	Drayage (Paragraph C.3.12)	1	DA	\$	\$
2010AP	Loading/Unloading - Forklift w/Operator (12 hour shift) (Paragraph C.3.13)	1	EA	\$	\$
2010AQ	Loading/Unloading Laborer, (12 hour shift) (Paragraph C.3.14)	1	EA	\$	\$
2010AR	Daily Operation of Reefer (1st Reefer at location) (Paragraph C.3.15)	1	DA	\$	\$

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ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
SECOND OPTION PERIOD – FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006					
2010	Republic of the Marshall Islands				
2010AS	Daily Operation of Reefer (additional Reefer same location) (Paragraph C.3.15)	1	DA	\$	\$
2010AT	Periodic Maintenance, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) (See Paragraph C.3.16)	1	LS	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AU	Disposal of Surplus Ice and Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AV	Disposal of Packaging Materials. (Paragraph C.3.17)	1	PAL	TO BE NEGOTIATED	TO BE NEGOTIATED
2010AW	Transportation of, or Contractor Resale of Surplus Ice. (Paragraph C.3.17.1)	1	LB	TO BE NEGOTIATED	TO BE NEGOTIATED

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PART 1: This **PART 1** addresses background information on the Federal Response Plan and U. S. Army Corps of Engineers (USACE) responsibilities under that plan, the purpose and geographic coverage of this contract, the portions of this contract which the Government is not required to utilize as further addressed in Contract Clause 52.216-21, Requirements, the contract period, and information on the content of Delivery Orders that will be utilized to order work to be performed under this contract.

C.1 Background: The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.)(88 Stat. 143)(The Stafford Act), authorizes the President (FEMA per Executive Order 12673) to provide financial and other forms of assistance to state and local governments, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following presidentially declared major disasters and emergencies. The Federal Response Plan (FRP), a signed agreement among 27 federal departments and agencies, including the American Red Cross, describes the mechanism and structure by which the federal Government mobilizes resources and conducts activities to address the consequences of any major disaster or emergency that overwhelms the capabilities of state and local governments. The FRP organizes the types of federal response assistance that a state or local government is most likely to need under 12 Emergency Support Functions (ESF's), each of which has a designated primary agency. DOD has the responsibility for ESF #3, Public Works and Engineering, and has designated USACE as its operating agent for ESF #3 planning, preparation, and response. One of the typical missions under ESF #3 is to provide for humanitarian support (i.e., Ice, to include refrigerated storage). USACE fulfills requirements for ice at disaster locations first by utilizing ice stored from previous disasters, donated ice, and ice supplied by other federal agencies and requirements for refrigerated storage first by utilization of donated reefers or Government-owned reefers. If ice and/or refrigerated storage from those sources are inadequate to meet the required quantities, the USACE purchases additional ice and/or rents moveable refrigerated storage units (reefers).

C.1.1 Purpose: The primary purpose of this contract is to provide packaged ice and necessary supporting items and services, to include refrigerated storage units (reefers), transportation, loading and unloading of shipments, drayage, additional ground mileage, operation and maintenance of reefers, participation in Partnering activities and provision of Strategic Planning Services, etc., in the United States, Puerto Rico, the U. S. Virgin Islands, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, and the Marshall Islands. Note that the Section B Contract Line Item Numbers (CLINs) for packaged ice - delivered or for rental of reefers delivered to locations outside of the United States shall be priced based on providing ice or reefers from the Continental United States (CONUS) or Canada.

C.1.1.1 Time is of the essence in the performance of this contract as the ice and the refrigerated storage units to be provided under this contract are required to sustain life in the aftermath of disasters that have or will disrupt the normal source of refrigeration in disaster locations. Therefore, this contract requires immediate response, with timely production, delivery, and reporting by the Contractor. The Contractor may be required to respond to simultaneous disasters with deliveries to multiple sites for each disaster. In performing under this contract, the Contractor shall cooperate fully with public officials and other contractors in emergency and disaster response and recovery operations.

C.1.2 Utilization: The U.S. Army Corps of Engineers will utilize this contract for its purchase requirements for ice and rental requirements for mobile refrigerated storage units (reefers) for storage of ice, to include supporting items and services identified in C.1.1 above, in performance of its ESF #3 responsibilities for man-made or natural emergency or disaster response and recovery activities under the FRP, for all of the above identified locations, except that:

(1) the Government reserves the right, for purchase requirements for locations outside of the CONUS (OCONUS), to purchase packaged ice or rent reefers using the CLINs for CONUS and have delivered to points of embarkation for further transportation to OCONUS locations by the Government; and

(2) the Government reserves the right to meet all or any portion of the Government's purchase requirements for FRP activities in Alaska, Hawaii, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, the Marshall Islands, Puerto Rico and the U. S. Virgin Islands, by (1) requesting a revised price proposal from the contractor for delivery of packaged ice produced in any of these locations that meets federal and/or local standards as well as for rental of reefers from contractors located in any of these locations. If agreement is reached, the Government will issue a Delivery Order reflecting the agreed upon pricing, to include quantities, etc., or if agreement cannot be reached, the Government reserves the right to (2) solicit pricing from and make awards to local contractors for delivery of packaged ice produced in any of these locations that meets federal and/or local standards as well as for rental of reefers.

C.1.2.1 The Government reserves the right, at its discretion, also to utilize this contract for other ice or refrigerated storage trailer (reefer) requirements that it might have. Other requirements for or relating to reefers include, but are not limited to, rental of reefers for use as temporary storage for medical supplies requiring refrigeration, temporary morgues, etc., operation and maintenance and/or repair of Government-owned or Government-furnished reefers at Mobilization Centers, Staging Areas, etc. located in or near disaster response locations or at Government storage areas utilized for storage of Government assets when not in use at disaster locations, etc.

C.1.3 Release of Information: Neither the Contractor, nor the Contractor's representatives, shall release any report, data, specification, photograph, cost estimate,

nor other information in any form obtained or prepared under this contract without prior specific written approval of the Contracting/Ordering Officer.

C.1.4 Contract Period: This contract shall be for a one-year base period from February 1, 2003 through January 31, 2004. At the option of the Government, the contract period may be extended in one-year increments up to two (2) times. If exercised, the optional performance periods will be as follows:

Option 1 - February 1, 2004 through January 31, 2005

Option 2 - February 1, 2005 through January 31, 2006

C.1.5 Issuance of Delivery Orders: Work will be ordered under this contract by issuance of oral and written Delivery Orders to the Contractor by the Contracting/Ordering Officer. When oral orders are issued, the Contracting/Ordering Officer shall issue a written Delivery Order confirming the oral order within twenty-four (24) hours. Written Delivery Orders will be provided to the Contractor by electronic mail or facsimile and by regular mail. The Contractor shall perform all work ordered within the time specified in such Delivery Orders or in **PART 3** of this Section C, in compliance with all terms and conditions of this contract, including this Section C. All Delivery Orders will identify

- (1) the specific Contract Line Item Numbers (CLINs) that are being ordered, to include quantities and pricing as reflected in Section B of this contract or as negotiated and agreed to prior to issuance of the Delivery Order;
- (2) the site(s) for delivery or performance of services;
- (3) the name(s) and telephone number(s) of the Government's point(s) of contact;
- (4) the name and telephone numbers of the Contracting Officer's Representative (COR), if applicable,
- (5) the name, mailing and email addresses, facsimile (fax) number, and telephone number of the Contracting/Ordering Officer for use by the Contractor in submitting the information required in paragraphs **C.2.4 C.2.6.2** and **C.2.8.1** of this Section C; and
- (6) the name and address to which invoices shall be submitted.

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

C.1.5.1 Delivery Orders for the CLINs for Partnering Activities, Strategic Planning Services and On-Site Contractor Operations Manager also will identify

- (1) the date and time the work is required to begin;
- (2) the location and anticipated duration of the work;
- (3) the number and identity (if determined necessary) of individuals performing for the contractor; and

(4) the CLIN for **Travel and Per Diem** reflecting an estimated amount for such costs.

C.1.5.2 Delivery Orders for the CLINs for Packaged Ice - Delivered (CONUS) or Packaged Ice, Air Shipment or Ocean Shipment - Delivered also will identify

- (1) the date and time of the issuance of the order in the local time at the delivery site;
- (2) the quantity ordered;
- (3) the delivery site address(es);
- (4) the schedule for delivery(ies), i.e. daily, every other day, weekly, etc.;
- (5) the CLIN for **Additional Packaging Protection-Ice**, if applicable;
- (6) the CLIN for **Additional Ground Mileage** with an estimated number of miles; and
- (7) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours.

These Delivery Orders will further include the CLINs for **Local Purchase of Ice for OCONUS Locations, Mobile Refrigerated Storage Unit (Reefer) - Rental and/or Local Rental, Drayage, Loading /Unloading-Forklift w/Operator and/or -Laborer, and Daily Operation and Maintenance of Reefer** when any of these requirements are known at the time of issuance of a Delivery Order.

C.1.5.3 Delivery Orders for the CLINs for Local Purchase of Ice for OCONUS Locations also will identify

- (1) the delivery schedule for the quantities ordered;
- (2) the CLIN for **Additional Ground Mileage** with an estimated number of miles;
- (3) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours;
- (4) any other requirements agreed upon that differ from requirements detailed in Section C; and
- (5) any other agreement not specifically addressed in Section C or elsewhere in this contract.

C.1.5.4 Delivery Orders for the CLINs for Loading/Unloading by Forklift w/Operator or -Laborer and Drayage also will identify

- (1) the date and time for start of the service;
- (2) the estimated duration of performance of the services;
- (3) the daily work schedule, i.e., times for beginning and ending work; and
- (4) the name and telephone number of the Government representative(s) authorized to direct services, if applicable.

C.1.5.5 Delivery Orders for the CLINs for Mobile Refrigerated Storage Unit (Reefer) - Rental, Air Shipment-Rental, or Ocean Shipment-Rental also will identify

- (1) the date and time reefers are to be delivered and service is to begin;
- (2) the estimated number of days reefers are to be retained;
- (3) proposed usage of the reefers, i.e., ice storage, medical storage, temporary morgue, etc.;
- (4) the name and telephone number of the Government representative(s) authorized to direct services, if applicable;
- (5) the CLIN for **Additional Ground Mileage** with an estimated number of miles;
- (6) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours; and
- (7) the CLINs for **Mobile Refrigerated Storage Unit (Reefer) - Local Rental or Daily Operation and Maintenance of Reefer**, if the requirements are known at the time of issuance of a Delivery Order.

C.1.5.6 Delivery Orders for the CLINs for Mobile Refrigerated Storage Unit (Reefer) - Local Rental also will identify

- (1) the date and time reefers are to be delivered and service is to begin;
- (2) the estimated number of days reefers are to be retained;
- (3) proposed usage of the reefers, i.e., ice storage, medical storage, temporary morgue, etc.;
- (4) the name and telephone number of the Government representative(s) authorized to direct services, if applicable;
- (5) the CLIN for **Additional Ground Mileage** with an estimated number of miles;
- (6) the CLIN for **Standby Time in Excess of One Hour** with an estimated number of hours; and
- (7) the CLIN for **Daily Operation and Maintenance of Reefer**, if the requirements are known at the time of issuance of a Delivery Order.
- (8) any other requirements agreed upon that differ from requirements detailed in Section C; and
- (9) any other agreement not specifically addressed in Section C or elsewhere in this contract.

C.1.5.7 Delivery Orders for the CLINs for Daily Operation and Maintenance of Mobile Refrigerated Storage Unit (Reefer) also will identify

- (1) the estimated number of reefers (Contractor or Government-furnished) to be serviced;
- (2) the Identification Number for each Government-furnished reefer to be serviced, if known at the time of issuance of the order;

- (3) the date and time for the start of the service;
- (4) the estimated duration of the service; and
- (5) the name and telephone number of the Government representative(s) authorized to direct the service, if applicable.

C.1.5.8 Delivery Orders for the CLINs for Periodic O&M, Servicing and/or Repair of Government-owned Mobile Refrigerated Storage Unit (Reefer) also will identify

- (1) a complete description of the services to be provided;
- (2) the number of reefers to be serviced;
- (3) the Identification Number for each reefer to be serviced, if known at the time of issuance of the order;
- (4) the date(s) and time(s) when service shall commence;
- (5) the anticipated duration of the service; and
- (6) other information required as a result of the negotiated agreement.

PART 2: This PART 2 describes the performance requirements under this contract for which there are no Contract Line Items (CLINs) in Section B and for which no separate payment will be made.

C.2 General Performance Requirements: The Contractor shall perform all management, supervision, and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract.

C.2.1 Communication and Information Management: The Contractor shall have and use MS Office 2000 Suite software including Word, Excel, PowerPoint, and Access and either Netscape Navigator or Microsoft Internet Explorer browser software to access e-mail in performance of work under this contract. Unless authorized in writing by the Contracting Officer, the software is not to be upgraded to a newer version. In addition, the Contractor shall have, and use in the performance of the work, facsimile machines, cellular telephones, pagers and electronic mail that are usable throughout the geographic performance areas identified in this contract.

C.2.2 Quality Control and Quality Assurance: The Contractor shall (a) control the quality of supplies provided or services performed under this contract; (b) tender to the Government for acceptance only those supplies or services that conform to contract requirements; (c) ensure that vendors or suppliers of raw materials, parts, components, etc., have an acceptable quality control system; and (d) maintain substantiating evidence that the supplies or services conform to contract quality requirements and furnish such information to the Government as required. In addition, contract Clause 52.246-2 requires the Contractor to provide and maintain an inspection system acceptable to the Government covering supplies provided under this contract. The Contractor shall submit a Quality Control Plan, to include a complete description of the inspection system

as described in Clause 52.246-2, to the Contracting Officer for review and approval within five days from award of the contract.

C.2.2.1 Inspection and Testing Data: The Contractor shall perform quality assurance at the source of the production of ice. This requirement shall be satisfied by the Contractor obtaining copies of the following data from each ice manufacturer/producer from which ice is purchased and delivered under this contract:

- (1) ice plant permits, licenses, appraisals, and inspection reports;
- (2) the most recent test results of analytical testing for chemical and microbiological contaminants;
- (3) the most recent annual chemical, physical and radiological analysis of source water and product samples; and
- (4) the latest bacteriological analyses (fecal and total chloroform organisms and Heterotropic Plate Count (HPC)) of source water and product samples, including the date of production of the product sample.

The Contractor shall assure that the testing addressed in b. through d. above is conducted, either by the Contractor or the ice manufacturer/producer or others. The Contractor shall maintain these records throughout the term of this contract and until completion, and acceptance by the Government, of all ice deliveries under Delivery Orders issued in order to substantiate that ice delivered under this contract conforms to the contract quality requirements specified in Part 3 of this Section C. At any time during the term of this contract and until completion of and acceptance of all ice deliveries ordered under this contract, the Contracting Officer for this contract or the Contracting/Ordering Officer on a Delivery Order may request the Contractor to provide copies of this data on any or all ice subcontractors. When requested, the Contractor shall provide this data within six (6) hours by facsimile, email, or other means. Any deviation to these requirements must be authorized in writing by the Contracting/Ordering Officer.

C.2.2.2 Government Quality Assurance: The Government will perform quality assurance at destination consisting of inspection to assure the delivered ice complies with the labeling, packaging and protection requirements and that Refrigerated Storage Units (Reefers) comply with the requirements described in PART 3 of this Section C prior to acceptance of the ice or those Reefers for utilization by the Government.

C.2.2.2.1 Packaged Ice: Packaged ice will be visually inspected for evidence that packaged ice may have come into contact with a potentially contaminated surface. Evidence of potential contamination will be visible damage to the stretch-wrap, scuff marks or tears in plastic bags containing the ice, and/or any bags of ice that may have shifted off of a pallet and are in direct contact with any surface of the shipping container (reefer). Any ice evidencing potential contamination shall be rejected by the Government

and the Contractor shall replace the quantity of ice rejected for these reasons within a time frame established by the Contracting/Ordering Officer. However, any ice rejected for being in direct contact with any surface of the shipping container (reefer) only, the Contractor shall have the right to retain the ice and provide wipe test results, with the location of wipe test samples directed by the COR, to prove that the reefer is in compliance with the requirements in paragraph C.3.5.4.1 of PART 3 of this Section C and that a satisfactory condition exists. If the wipe test results for all samples affirmatively demonstrate compliance with the requirements in PART 3 of this Section C, the Government will accept the ice.

C.2.2.2.1.1 Shipping Containers: The Government will perform a visual inspection of reefers utilized as shipping containers for packaged ice under the CLINs identified in paragraph C.3.5 to look for any indication that the reefers may not have been properly cleaned and sanitized and not in compliance with the requirements in paragraph C.3.5.4.1 of PART 3 of this Section C. The Government, at its discretion, also may test the interior surfaces of reefers by collecting wipe samples and testing for contamination. Any reefer that fails to successfully pass the visual inspections and/or contamination testing shall be rejected and all ice contained inside will be refused. The Contractor shall be required to replace the quantity of ice that was rejected within a time frame established by the Contracting/Ordering Officer. If the rejection is based on visual inspection only, the Contractor has the right to retain the shipment and provide 2 wipe tests to prove a satisfactory condition exists. The location of the wipe tests shall be directed by the onsite COR. If both the tests meet the contract requirements, the Government will accept the reefer and the packaged ice, and pay for the tests.

C.2.2.2.1.2 If, during unloading of the ice by the contractor, packaged ice comes into contact with the ground or other potentially contaminated surfaces, such ice shall not be accepted by the Government and the Contractor shall properly dispose of any ice rejected for this reason. The Contractor shall be required to replace the quantity of ice that was rejected within a time frame established by the Contracting/Ordering Officer.

C.2.2.2.2 Mobile Refrigerated Storage Unit (Reefer): The Government will inspect reefers that have been ordered under the CLINs identified in C.3.10 and C.3.11 upon delivery and prior to acceptance for utilization by the Government to determine compliance with the requirements stated in paragraph C.3.10.1 of PART 3 of this Section C. A visual inspection will be made to look for any indication that the reefers may not have been properly cleaned and sanitized. The Government, at its discretion, also may test the interior surfaces of reefers by collecting wipe samples and testing for contamination. Such testing may be conducted upon delivery and before acceptance, or when the Government has ordered the services of the Contractor to perform operation and maintenance of reefers, at any time during the performance of such services. Any reefer that fails to successfully pass the visual inspections and/or contamination testing shall be rejected and all ice contained inside will be refused. The Contractor will be required to either take corrective action to bring the reefer into compliance to include replacing the ice at the Contractor's expense within a time frame established by the

Contracting/Ordering Officer, or provide a replacement reefer with replacement ice at the Contractor's expense within a time frame established by the Contracting/Ordering Officer. If the rejection is based on visual inspection only, the Contractor has the right to retain the shipment and provide 2 wipe tests to prove a satisfactory condition exists. The location of the wipe tests shall be directed by the onsite COR. If both the tests meet the contract requirements, the Government will accept the reefer and the packaged ice, and pay for the tests.

C.2.3 Safety and Health Program: The Contractor is required to develop, implement, and maintain a Safety and Health Program covering all activities under this contract which shall comply with the Occupational Safety and Health Administration (OSHA) standards and the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of issuance of the solicitation for this contract. The Contractor shall, within sixty (60) calendar days from award of the contract, submit to the Contracting Officer the Accident Prevention Plan as required by EM 385-1-1, Appendix A, that covers all activities to be performed under this contract.

C.2.4 Use of Local Firms and Individuals: In order to meet the intent of the Stafford Act, the Contractor, in performance of Delivery Orders issued under this contract, shall give preference, to the extent feasible and practicable, in meeting its subcontracting and hiring requirements with those organizations, firms, and individuals residing or doing business primarily in the area affected by the disaster. The Contractor will be required to submit daily reports on subcontracting and hiring in the disaster area until or unless a different reporting period is specified by the Contracting/Ordering Officer.

C.2.5 Transportation: The Contractor shall comply with applicable federal, state, and local laws and regulations in the performance of ground, air or sea transportation activities required under this contract, to include any requirements of airports or seaports relative to identification, security badges, etc. The cost of transportation is included in the unit price for each CLIN in Section B that has a transportation component. Additional requirements related to transportation are addressed in the following paragraphs.

C.2.5.1 Communication with Ground Transportation Assets (Truck Drivers): Due to the fact that performance under this contract will be ordered to support responses to natural or man-made disasters, it is not unlikely that conditions could develop on roadways that are or would be utilized to transport packaged ice or reefers. Examples are flooding of roadways, washing out of roads and/or bridges, or other damage to roadways and bridges that could create a safety hazard for trucks and/or delay shipments by truck; roadways being utilized as evacuation routes and the normal flow of traffic for lanes being changed to flow in the opposite direction; the need to provide police escorts for trucks to lead around blocked roadways, etc. In addition, during emergency/disaster responses, it is not unusual to need to divert shipments from the delivery destination identified in a Delivery Order to a new delivery destination while the shipment is enroute. In these situations, it is critical that the Contractor have the capability to track trucks and

communicate with truck drivers at all times. To the maximum practicable extent, the Contractor shall assure that all trucks performing transportation activities under this contract are equipped with Qualcomm GPS capability. As a minimum, all truck drivers shall have cellular telephone or other communication capability sufficient to provide the Contractor to make immediate contact with the driver at all times during transport.

C.2.5.2 Movement Coordination Requirements -Transportation: The Government is required to coordinate movement of all transportation assets (trucks, ships, airplanes) and their cargo into disaster locations. This coordination will be performed by the Movement Coordination Center (MCC) established at the FEMA Regional Operations Center (ROC) and/or the Disaster Field Office (DFO). The Contractor is required, in concert with the Contracting/Ordering Officer's Representative (COR), to perform advance coordination with the MCC for all CONUS and OCONUS shipments into disaster locations. The MCC will either approve schedules for such shipments or provide alternate shipment delivery times/dates as well as different delivery locations, such as airports and seaports, in the disaster locations. Any change made by the MCC that delays shipments will be taken into consideration by the Contracting Officer when determining whether or not the Contractor has complied with the delivery time requirements for affected Delivery Orders. Information required from the Contractor for performance of this coordination is addressed in paragraphs C.2.6.1 and C.2.6.2 below. The Contractor shall provide to the Contracting Officer a confirmation of that day's transportation schedule, (to include all modes of transportation), and a next day's estimated transportation schedule no later than 2300 hours (time zone of the disaster location) of each day by fax. (The fax phone number will be provided at the time the delivery order is issued.) At the top of each estimated transportation schedule shall be printed the heading with the contractor's name, address, phone number, point of contact, date and the title, "Estimated Transportation Schedule for (date)". Below the heading, in columnar format, shall be the aircraft tail number/ship name/truck number, aircraft/ship/truck contractor name (if different from the heading), location departing from, estimated tonnage carried, estimated time of departing, estimated time of arrival at destination, and location arriving at. The confirmation transportation schedule sheet shall have the items the estimated transportation schedule has except where estimated is used actual tonnage and times shall be given. The title, "Actual Transportation Schedule for (date)" will be used.

C.2.6 Performance Reporting: Reporting on the status of the Contractor's performance is of extreme importance during disaster response and recovery activities. In order to assure the Government has the ability to track production and transportation of ice (by ground, air or sea) and report on performance in a timely manner, the Contractor is to report on status of performance under Delivery Orders as required in the following paragraphs.

C.2.6.1 Internet-Based Reporting and Tracking System: The Contractor shall establish and maintain a password protected, internet-based reporting and tracking system for all Delivery Orders for Packaged Ice - Delivered that is accessible to authorized Government personnel. This system shall be maintained continuously so as to reflect real

time information and include information that will enable the Government to track progress on all Delivery Orders, identify all subcontractors involved in ice production and transportation, identify all subcontracting in the disaster area, identify scheduled delivery times so as to provide information necessary for performing coordination of shipments with the MCC as described in paragraph C.2.5.2 above, ensure availability of Government personnel to receive deliveries, assure testing data and other information that is required for each ice producer/manufacturer providing ice under this contract is available and provided, if requested, etc. This system will include information that reflects this Contract number, FEMA Disaster name (if applicable), Delivery Order number, date of issue, quantity ordered, and required delivery dates for each Delivery Order. For each individual Delivery Order, the system will include (1) the names and addresses of ice production or manufacturing plants, (2) quantities of ice ordered and ice produced, (3) the names and addresses of the transportation companies and Identification Number for each of their trucks that will transport ice from each producer to specified delivery sites, (4) the quantity of ice being transported by each truck, (5) bill of lading and manifest numbers, (6) identification of points of embarkation when shipping further by air or sea, (7) the shipping carriers' names and modes of transportation to include (8) identification number for each airplane or ship, (9) dates, time and quantities to be shipped for each airplane or ship, (10) intermediate and final ice delivery sites, (11) estimated and actual dates and times of all deliveries, total quantity of ice delivered, and any other information required by the Government.

C.2.6.1.1 The Contractor shall, within 15 calendar days from the date of contract award, submit, for the review and approval of the Contracting Officer, a description of the system planned to be utilized with a demonstration of how the screens would appear in the system, how the Government would access and utilize the system, and a schedule for development, testing and full implementation within no more than sixty (60) calendar days from the date of contract award. Implementation will include a requirement for the Contractor to provide an electronic version of an instruction manual detailing how to access and use the system to the Contracting Officer. Meetings will be held, as are deemed necessary, to discuss issues relative to the content and operation of this system at various locations.

C.2.6.2 Interim Manual Reporting Procedures: Should a Delivery Order for Packaged Ice - Delivered be issued under this contract prior to the implementation of the internet-based reporting and tracking system described above, the Contractor will be required to provide the information to be included in the system every four (4) hours until all deliveries are completed. While utilizing manual reporting procedures, the information to be reported and the schedule for reporting may be revised by the Contracting/Ordering Officer, as appropriate. If, after implementation of the internet-based reporting and tracking system, there is a system failure during performance of a Delivery Order, the Contractor is required to immediately convert to a manual reporting system with reports submitted every four (4) hours until system is again operable or until all deliveries are completed, unless a different time frame is provided by the Contracting/Ordering Officer.

C.2.7 Continuous Liaison with the Government: Beginning on the date of award of this contract, the Contractor shall be continuously available to the Government's representatives for response to requests for information, receipt of delivery orders, discussion of contract performance, and other contract administration activities such as billing or payment, etc. In order to fulfill this requirement, within four (4) hours of receipt of the Notice of Award of this contract (unless a different period is allowed by the Contracting Officer), the Contractor shall:

(1) Provide the names, job titles, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours, of a senior manager within the Contractor's organization, and a minimum of one similarly qualified alternate, available on a 24-hour, 7 days-a-week basis, to serve as continuously available liaison with the Government.

(2) Submit an Organization Chart consisting of a wiring diagram displaying lines of authorities and assigned responsibilities within the contractor's organization relative to the performance and administration of this contract. The Organization Chart shall include names, position/job titles, contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours, and a description of each person's responsibilities under this contract.

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

C.2.8 Operations Management: The Contractor shall provide all management and operations sufficient to meet the requirements specified in Delivery Orders, including, but not limited to obtaining ice, packaging, labeling, loading, transportation to delivery sites, unloading, provision of mobile refrigerated storage units (reefers), quality control, reporting on all matters related to the contract, providing strategic planning services, participation in partnering activities, and other contract deliverables.

C.2.8.1 Contractor Operations Manager: In addition to the overall responsibility for management and operations, not later than four (4) hours after issuance of a Delivery Order for delivery of packaged ice or any of the other requirements of this contract, the Contractor shall, by facsimile, email and regular mail, provide to the Contracting/Ordering Officer the name, job/position title, and contact information (telephone/pager/facsimile numbers and electronic mail addresses) of an individual in the Contractor's organization that is appointed as the Contractor Operations Manager to serve as liaison between the Contracting/Ordering Officer and the Contractor's senior management on issues related to performance and administration of the Delivery Order. The Contractor Operations Manager must be knowledgeable in all facets of the Contractor's operation relative to the requirements of this contract, shall have authority to

act on behalf of the Contractor's senior management to make any and all decisions required during performance of the Delivery Order, and shall have the authority to sign all contractual documents related to that Delivery Order. The Contractor Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week and shall be able to immediately contact the Contractor's senior management, via electronic means (Internet e-mail capabilities, cell phone and fax machine). Computer software utilized by the Contractor Operations Manager shall comply with the requirements of the paragraph in this Statement of Work entitled "Communication and Information Management". The Contractor Operations Manager will be required until completion of all deliveries and/or performance of all services required in the Delivery Order or until the Contracting/Ordering Officer determines there is no longer a need for the Contractor Operations Manager.

C.2.9 Submittals/Correspondence: The Contractor shall annotate all correspondence with the contract number, delivery order number and shall sequentially number all items. All items addressed in C.2.9.1.1 below and correspondence to the Contracting Officer, shall have a single set of sequence numbers. All items addressed in C.2.9.2.1 below and correspondence to the Contracting/Ordering Officer for a particular disaster response, shall have a its own set of sequence numbers for that disaster response. The Contractor shall include a subject or reference line in all correspondence to the Contracting Officer, including letters transmitting the submittals in C.2.9.1.1 below, that shall include the Contract Number and a brief description of the primary issue being addressed in the correspondence. The Contractor's sequence numbering system must be approved by the Contracting/Ordering Officer.

C.2.9.1 Contracting Officer: Following is the name, mailing address, email address, and the facsimile number of the Contracting Officer to which the Contractor is to submit, within the specified time frames, the information required by paragraphs C.2.2, C.2.3, C.2.6.1.1 and C.2.7:

Mailing Address: U. S. Army Corps of Engineers, Galveston District
ATTN: CESWG-CT, Curtis Cole
P. O. Box 1229
Galveston, TX 77553-1229

Email Address: Curtis.Cole@usace.army.mil
Facsimile (Fax) Number: (409) 766-3010

The Contractor will be advised, in writing, of any change in the Contracting Officer or other information identified above, to include providing information on any other Contracting Office personnel to whom the Contractor is to submit information.

C.2.9.1.1 Listing of Required Contract Submittals:

<u>Paragraph</u>	<u>Description</u>	<u>Due From Contract Award</u>
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C.2.2	Quality Control Plan	Within 5 calendar days
C.2.3	Accident Prevention Plan	Within 60 calendar days
C.2.6.1.1	Reporting/Tracking System	Within 15 calendar days
C.2.6.1.1	Electronic Instruction Manual	Within 60 calendar days
C.2.7	Liaison Personnel/Organization Chart	Within 4 hours

C.2.9.2 Contracting/Ordering Officer: Individual Delivery Orders will provide the name, mailing address, email address and facsimile (fax) number for the Contracting/Ordering Officer to whom the Contractor shall submit, within the specified time frames, the information required by paragraphs C.2.4, C.2.6.2, and C.2.8.1.

C.2.9.2.1 Listing of Required Delivery Order Submittals:

<u>Paragraph</u>	<u>Description</u>	<u>Due From Delivery Order Issue</u>
C.2.4	Report of Local Subcontracting and Hiring	Daily (or other frequency) at time established by the Contracting/Ordering Officer
C.2.6.2	Performance and Tracking Interim Manual Reports	Every 4 hours until Internet-based Reporting System operable or until all deliveries are completed
C.2.8.1	Contractor Operations Manager	Within 4 hours

C.2.10 Timely Delivery and/or Start of Service: The times of deliveries and/or start of service will be determined as the Time-In and Date-In recorded on "Ice Delivery Information," "Refrigerated Storage Information," "Drayage Information" forms, etc. Deliveries and/or starts of service will be considered timely if made at the specified delivery or performance site within 2 hours before or after the time specified for delivery and/or start of service in the delivery order. The Contractor may attempt delivery and/or start of service and attempt to obtain acknowledgement of deliveries and/or starts of service before and after the time periods allowed, however, the Government is not obligated to have an on-site representative available outside of the stated time periods.

PART 3: This PART 3 describes the performance requirements for the Contract Line Items (CLINs) that are included in Section B, Supplies and Services and Prices/Cost, of this contract and for which payment will be made.

C.3 Performance Requirements for Section B Contract Line Items: The Contractor shall provide all labor, materials, supplies, services, transportation, and equipment necessary to perform all work described below in strict compliance with the terms and conditions of this contract, including this Section C.

C.3.1 Partnering Activities and Meetings (CLINs (0001 – 0010)AA): The Government will be utilizing a partnered approach in administering this contract. To that extent, the Contractor shall provide a written summary of lessons learned to the Contracting/Ordering Officer that issued Delivery Orders on specific disaster responses. These will be considered for making changes to the contract and/or changes in activities by the Government in the structuring and administering of Delivery Orders that would facilitate improvements in time required for or cost of performance under this contract. Provision of feedback and submission of written lessons learned are considered an overhead cost for which separate payment will not be made. In addition to requests for feedback and submission of lessons learned, the Government may require the Contractor to (1) participate in meetings with USACE at various locations to discuss specific issues related to the ice mission - these meetings also could include attendees from the Federal Emergency Management Agency (FEMA) and other federal, state or local agencies involved in developing requirements and/or performing the ice mission under the FRP; (2) participate in development and conduct of training courses/exercises for USACE Ice Planning and Response Teams (PRTs); (3) participate in disaster response exercises or performance review meetings during and after a disaster response with the Government, including but not limited to USACE Headquarters, Divisions or Districts, etc.; (4) develop presentations, handouts, training materials, etc. either as a part of participation/attendance at these meetings or to provide to the Government for their use; or (5) perform other activities not specifically identified herein. Prior to issuance of a Delivery Order for these services, the Government will negotiate with the Contractor the estimated number of days required for performance, the location where services will be performed, the number and identity of the Contractor representatives that will provide these services, and any other issues that may apply to each requirement. If the Contractor is required to travel to perform these services, an amount also will be agreed upon for estimated round trip travel and per diem costs, as described in paragraph C.3.4 below, for each day these services are not being performed in the Contractor's office.

C.3.1.1 Payment: Payment for these services will be based on the Daily Rate established under the CLIN for **Partnering Activities and Meetings** in effect at the time the services are ordered and travel and per diem costs.

C.3.2 Strategic Planning Services (CLINs (0001 – 0010)AB): The Government's response to disasters may require coordination with the Contractor relative to overall contract performance and strategic planning for disaster response and recovery activities related to packaged ice and refrigerated storage, to include providing support to USACE members responsible for providing Technical Assistance to state and local governments or other federal agencies relative to ice issues. In performance of these services, the Contractor shall provide a senior manager in the Contractor's organization that is fully

knowledgeable of the work covered by this contract and with qualifications and experience acceptable to the Government. The senior manager shall have full access to the Contractor's communication and information management resources required to perform this contract. The Government may require the Contractor to provide these services by either participation in telephone conference calls from their office or face-to-face meetings with USACE at various locations, or a combination of both and may require that these services be performed simultaneously at various locations. Prior to issuance of a Delivery Order for these services, the Government will negotiate with the Contractor the estimated number of days required for performance, the location where services will be performed, the number and identity of the Contractor representatives that will provide these services, the hours during each day that the Contractor representative is to be available to provide these services, and any other issues that may apply to each requirement. If the Contractor is required to travel to perform these services, an amount also will be agreed upon for estimated round trip travel and per diem costs, as described in paragraph C.3.4 below, for each day these services are not being performed in the Contractor's office.

C.3.2.1 Payment: Payment for these services will be based on the Daily Rate established under the CLIN for **Strategic Planning Services** in effect at the time the services are ordered and travel and per diem costs.

C.3.3 On-Site Contractor Operations Manager (CLINs (0001 – 0010)AC): The Government may determine that it is necessary to have a Contractor Operations Manager physically located near the Contracting Office, located at the responding District Office or the Emergency Response and Recovery Office (ERRO), in order to provide the services described in paragraph C.2.8.1 of this Section C as well as to be available to attend meetings, participate in briefings, conferences, etc., relative to specific disaster responses, to deal with performance issues on Delivery Orders issued, to negotiate changes to Delivery Orders, or other activities as deemed necessary during the performance of Delivery Orders. In that event, the Contracting/Ordering Officer will not require the constant presence of the Contractor Operations Manager at the Emergency Response and Recovery Office (ERRO) location but the Operations Manager shall be physically capable of responding to the Contracting Office location identified in the Delivery Order within thirty (30) minutes of notification on a 24 hour per day, 7 days per week basis. The Contractor shall establish its own office and providing all related communication and office equipment required to support the activities of the Operations Manager. The Contractor will be reimbursed for round trip travel and per diem costs for each day these services are required as described in paragraph C.3.4 below. The Contractor Operations Manager for each individual disaster location who shall be dedicated to performance of these duties for all Delivery Orders issued under this contract for the assigned disaster location only. For the purpose of this paragraph, a disaster location is defined as a single State, Territory, or Possession as identified in paragraph C.1.1.

C.3.3.1 Payment: Payment for these services will be based on the Daily Rate established under the CLIN for **On-Site Contractor Operations Manager** in effect at the time these services are ordered and travel and per diem costs as described in paragraph C.3.4 below.

C.3.4 Travel and Per Diem (CLINs (0001 – 0010)AD): The Contractor will be reimbursed for round trip travel and per diem costs as described in paragraphs C.3.1, C.3.2 and C.3.3 above. Travel costs are limited to coach airfare and round trip transportation costs (taxi, shuttle, etc.) between airports and location services are to be performed or mileage if travel is by automobile. Mileage to be reimbursed is the round trip mileage between the Contractor's Office and the location identified in Delivery Orders for performance of services described in paragraphs C.3.1, C.3.2 and C.3.3 above. Mileage and daily per diem rates will not exceed that allowed for the performance location by the Department of Defense Joint Travel Regulations (JTR) in effect at the time the travel or services are performed. Rental cars are not authorized during performance of travel and will not be reimbursed unless specifically approved and authorized by the Contracting/Ordering Officer in the Delivery Order.

C.3.4.1 Payment: The Contractor is required to submit documentation to support their travel and per diem costs (receipts for hotel rooms, taxi/shuttle fares, and rental car, if authorized) with their invoice in order to receive payment for such costs.

C.3.5 Packaged Ice - Delivered (CLINs 0001AE, Packaged Ice, Air Shipment - Delivered (CLINs (0002-0010)AE, Packaged Ice, Ocean Shipment - Delivered (CLINs (0002-0010)AF): The Contractor shall conduct all activities, including but not limited to production, packaging, and transportation (including allowing one (1) hour for accepting shipments by the Government), required to deliver packaged ice to sites specified in Delivery Orders placed by the Government. The ice to be delivered under the applicable CLINs shall be manufactured or produced in the Continental United States (CONUS) or Canada. Costs of all such activities are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.5.1 Product Requirements: Ice provided under this contract shall be

- (1) manufactured within no more than 90 calendar days of the date of delivery;
- (2) tube or crushed ice (block or shaved ice is unacceptable); with a per piece volume of approximately 2 cubic inches;
- (3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
- (4) manufactured by ice plants that 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; and

(5) produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and local laws and regulations and this Section C.

C.3.5.2 Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on the top and all four (4) sides with a minimum of four (4) layers of stretch-wrap.

C.3.5.2.1 Pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Pallets constructed of softwood (pine or other) or plastic shall not be utilized and will not be accepted. Pallets are to be cleaned (washed) with disinfectant solution consistent with State and Federal Health Standards prior to placement of slip sheet and loading of ice on the pallet and shall be visually clean upon arrival at delivery point. Pallets will become U.S. Government property at final destination.

C.3.5.3 Labeling: Each pallet of ice shall have a label clearly stating the following:

1	U.S. Army Corps of Engineers Contract Number
2	Delivery Order Number
3	Contractor's Name
4	Name, Address, Telephone Number and Point of Contact of Ice Manufacturer
5	Date Ice Manufactured
6	Total Quantity on Pallet, in Pounds
7	Manufacturer's Lot Container Code(s), if any

Labels 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 outermost layer of shrink-wrap, on the top and two sides of each pallet of ice.

C.3.5.3.1 When the Government orders ice produced to Environmental Protection Agency (EPA) local standards, as addressed in **PART 1**, paragraph **C.1.2** and paragraph **C.3.6** below, that ice may only be distributed for consumption within that island location, other Islands within that island chain, or other island chains with identical EPA local standards. Each pallet of ice produced to EPA local standards for OCONUS locations shall be labeled so as to clearly identify that such ice was produced to EPA local standards of the specifically identified island or chain of islands. The lettering for item 8

on the label shall be a minimum of 2" in height and shall be in all capital letters. Following is the label information required for such pallets of ice:

1	U.S. Army Corps of Engineers Contract Number
2	Delivery Order Number
3	Contractor's Name
4	Name, Address, Telephone Number and Point of Contact of Ice Manufacturer
5	Date Ice Manufactured
6	Total Quantity on Pallet, in Pounds
7	Manufacturer's Lot Container Code(s), if any
8	MANUFACTURED TO EPA LOCAL STANDARDS FOR (Identify Island location)

C.3.5.4 Ice Shipping Containers (Land, Air, or Ocean): The Contractor shall transport packaged ice in reefers or other ice shipping containers and shall deliver to the delivery sites identified in individual Delivery Orders in reefers. For the purpose of this contract, an ice shipping container is defined as any system into which the pallet(s) of ice are directly placed for shipment.

C.3.5.4.1 Each reefer or ice shipping container shall be kept in good repair and be of a tight-fitting construction with all sides, top, and doors fitting tightly with no penetrations other than ones which are factory installed. The interior shall be protected from dust, dirt, or any other source of contamination. Each Reefer shall be cleaned, sanitized and cooled to 20 degrees Fahrenheit for a minimum of 2 hours prior to loading of ice in order to prevent condensation dripping. Reefers shall be sized to hold twenty (20) 4'x4' pallets (a total of 40,000 pounds of packaged ice).

C.3.5.5 Ice Delivery Documentation and Procedures: The Contractor shall assure that every delivery is properly presented to the Government and that Government acknowledgement of every delivery is obtained. The Contractor shall provide the documentation described below to the Government's representative at the delivery site:

(1) For each delivery of packaged ice, the Contractor shall provide either an Ice Delivery Information form in the format shown in **Appendix A** of this Section C and containing all of the information required to be provided by the Contractor in Section A, or a bill of lading or manifest, which includes

- (a) the Contractor's name;
- (b) the U.S. Army Corps of Engineers contract number;
- (c) the Delivery Order number;
- (d) an itemized list of suppliers and quantities of ice for each;
- (e) the name of shipment origination facility (i.e., manufacturing plant, warehouse, etc.);
- (f) the name of the transportation carrier; and

(g) the total net weight of packaged ice delivered.

Upon arrival at the delivery site, the Contractor shall have its personnel register deliveries by providing the Ice Delivery Information form or the bill of lading or manifest to the Government's on-site representative for documentation of the date and time of arrival of the shipment and to schedule unloading. Once the delivery is unloaded, the Contractor shall have its personnel obtain a copy of the completed Ice Delivery Information form from the Government's on-site representative.

C.3.5.6 Required Delivery Schedules and Quantities: The Government will normally order ice deliveries in quantities that approximate the standard industry capacity of a reefer - 40,000 pounds. The Government recognizes that the Contractor will need time to mobilize ice production and transportation assets in order to establish a steady flow of packaged ice into disaster locations upon receipt of Delivery Orders and has established the following delivery and quantity requirements for each Delivery Order issued for packaged ice. Unless different delivery schedules are specified in a Delivery Order, failure to meet the following requirements, except as may be due to MCC directed shipment delays as addressed in paragraph C.2.5.2 or that may be determined excusable under Clause 52.249-8 of this contract, could result in termination of Delivery Orders for default and could further result in a decision not to exercise options described in paragraph C.1.4 above.

C.3.5.6.1 Continental United States (CONUS):

(1) For orders of up to 500,000 pounds per day to any delivery site, the Contractor shall deliver the full quantity within twenty-four (24) hours of issuance of the Delivery Order.

(2) For orders in excess of 500,000 pounds per day to any delivery site, the required delivery is as follows:

- (a) Within 24 hours the greater of 500,000 pounds or 25% of the ordered quantity;
- (b) Between 24 and 48 hours, 50% of the ordered quantity; and
- (c) Within 72 hours, 100% of the ordered quantity.

C.3.5.6.2 Alaska, Hawaii, Puerto Rico, and U. S. Virgin Islands:

(1) For orders up to 160,000 pounds per day to any delivery site, the Contractor shall deliver the full quantity within forty-eight (48) hours of issuance of the Delivery Order.

(2) For orders in excess of 160,000 pounds per day to any delivery site, the required delivery is as follows:

- (a) Within 48 hours the greater of 160,000 pounds or 25% of the ordered quantity;
- (b) Between 48 and 72 hours, 50% of the ordered quantity; and
- (c) Within 96 hours, 100% of the ordered quantity.

C.3.5.6.3 American Samoa, Guam, Northern Mariana Islands, Federated States of Micronesia and Marshall Islands:

(1) For orders up to 160,000 pounds per day to any delivery site, the Contractor shall deliver the full quantity within seventy-two hours of issuance of the Delivery Order.

(2) For orders in excess of 160,000 pounds per day to any delivery site, the required delivery is as follows:

- (a) Within 72 hours the greater of 160,000 pounds or 25% of the ordered quantity;
- (b) Between 72 and 96 hours, 50% of the ordered quantity; and
- (c) Within 120 hours, 100% of the ordered quantity.

C.3.5.7 Payment: Each pound of packaged ice delivered and accepted by the Government shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Ice Delivery Information" forms, including bills of lading and/or manifests for each, that support the quantity of ice for which payment is being requested. The quantity delivered and accepted will be determined from the quantity shown on the fully executed "Ice Delivery Information" forms for each Delivery Order.

C.3.6 Local Purchase of Ice for OCONUS Locations (CLINs (0002-0010)AG): As stated in PART 1, paragraph C.1.2, the Government reserves the right to procure ice either produced to the above described federal standards or to EPA local certification standards for OCONUS (Alaska, Hawaii, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, the Marshall Islands, Puerto Rico and the U. S. Virgin Islands) locations. When a proposal has been requested and agreement has been reached for the delivery of packaged ice produced outside of the Continental United States (CONUS) or Canada, a Delivery Order will be issued reflecting the for quantity, pricing, delivery schedule, and any other areas that have been agreed to and differ from the requirements of this Section C.

C.3.6.1 Unless stated otherwise in the Delivery Order, all ice purchased under this paragraph C.3.6 shall meet the requirements of: C.3.5.1, except as pertains to federal EPA standards; C.3.5.2 and C.3.5.2.1 relating to ice packaging; C.3.5.3.1 for labeling; and C.3.5.4 and C.3.5.4.1 relating to shipping containers.

C.3.6.2 Payment: Each pound of packaged ice delivered and accepted by the Government shall be paid for in accordance with the pricing established in the Delivery Order for the ordered CLIN. Invoices submitted for payment shall include copies of all fully executed "Ice Delivery Information" forms, including bills of lading/manifests for each, that support the quantity of ice for which payment is being requested. The quantity delivered and accepted will be determined from the quantity shown on the fully executed "Ice Delivery Information" forms for each Delivery Order.

C.3.7 Additional Packaging Protection - Ice (CLINs 0001AF and (0002-0010)AH): The Contractor shall provide all labor, materials and equipment necessary to provide additional packaging protection for ice as described below. The Government will only order this additional packaging as part of a Delivery Order for **Packaged Ice-Delivered**. All costs for this providing this additional packaging only, are included in the unit price for the CLINs in Section B of this contract and are based on the cost per pound of ice to provide only such additional packaging described below that is in addition to the requirements for packing in paragraphs C.3.5.2 and C.3.5.2.1.

C.3.7.1 During the initial 72 hours of a mission, in addition to the requirements for packaging in paragraphs C.3.5.2 and C.3.5.2.1, packaged ice shall be fully covered on the top, four sides, and the bottom with a waterproof, wax-lined, corrugated cardboard container OR a minimum of one layer of bubble-wrap below the required stretch-wrap (stretch-wrap shall be placed on the exterior surface of the bubble-wrap). Packaged ice delivered after the initial 72 hours of a mission shall be packaged in cardboard containers only as described above in this paragraph.

C.3.7.2 Payment: Additional packaging protection will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order. Payment for this additional packaging will be based on the quantity of ice ordered, delivered, and accepted by the Government that included this additional packaging. Invoices submitted for payment shall include copies of all fully executed "Ice Delivery Information" forms, including bills of lading or manifests, for ice that included this additional packaging protection. The quantity of ice delivered and accepted will be determined from the quantity shown on the fully executed "Ice Delivery Information" forms for each Delivery Order that includes this CLIN.

C.3.8 Additional Ground Mileage (CLINs 0001AG and (0002-0010)AJ): The Contractor shall provide transportation of shipments of packaged ice and/or reefers to the delivery site identified in a Delivery Order and the cost of such transportation is included in the pricing for the delivery of packaged ice in paragraphs C.3.5 or C.3.6 above and paragraphs C.3.10 and C.3.11 below. It is anticipated that deliveries may be required to locations in addition to delivery sites specified in Delivery Orders. When the Contractor is notified of a change in the delivery site identified in a Delivery Order either prior to or after arrival at the delivery site identified in the Delivery Order but prior to unloading of the shipment (packaged ice and/or reefer), the Contractor is required to make delivery to the revised or additional delivery sites as directed by the Contracting/Ordering Officer or

Government representative identified in Delivery Orders with authority to direct such change in delivery site. Changes also could be directed to the revised delivery sites either before or after arrival at such revised delivery site. In order to compensate the Contractor for any increase in the cost of and time required for making deliveries to sites other than as identified in Delivery Orders, CLINs are established for additional ground mileage necessary to make deliveries to alternate delivery locations other than the site specified in a Delivery Order. These sites may or may not be within the same state. No time spent at a delivery site waiting for unloading is included in the price for Additional Ground Mileage. If such time is in excess of one hour, the cost for that time shall be included in the pricing for the CLINs for **Standby Time in Excess of One Hour**. All costs for additional ground mileage as described herein are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.8.1 Payment: Each mile of additional ground mileage will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. Invoices submitted for payment shall include copies of fully executed "Additional Ground Mileage Information" forms, including bills of lading or manifests, for each additional delivery site ordered by the Government. The total additional ground mileage for each Delivery Order will be determined from the Odometer readings for the initial delivery site and for each subsequent and/or final delivery site as shown on the fully executed "Additional Ground Mileage Information" forms.

C.3.9 Standby Time in Excess of One Hour (CLINs 0001AH and (0002-0010)AK): The Contractor shall provide transportation of shipments of packaged ice and/or reefers to the delivery site identified in a Delivery Order within the delivery schedules identified in the Delivery Order and paragraph C.2.10, and to allow the Government up to one (1) hour to unload such shipments. The cost of such transportation is included in the pricing for the delivery of packaged ice in paragraphs C.3.5 or C.3.6 above. If the Contractor stands by for more than one (1) hour at any delivery site either specified in a Delivery Order or directed as addressed in paragraph C.3.8 above, the Contractor shall be entitled to a maximum of ten hours per calendar day of standby time unless such delays in unloading were caused by the Contractor. All costs for standby time as described herein are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.9.1 Payment: Standby time will be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. Invoices submitted for payment shall include copies of fully executed "Ice Delivery Information" or "Refrigerated Storage Information" and "Additional Ground Mileage Information" forms, including bills of lading or manifests, for which the Contractor incurred standby time costs. The amount of Standby Time to which the Contractor is entitled for each Delivery Order will be determined from the Arrival and Departure times shown on the fully executed "Ice Delivery, Refrigerated Storage and Additional Ground Mileage Information" forms.

C.3.10 Mobile Refrigerated Storage Unit (Reefer) - Rental (CLINs 0001AJ and (0002-0010)AL) : The Contractor shall execute all activities involved in delivery of reefers to delivery sites identified in Delivery Orders, including performance of all periodic preventive maintenance or servicing that is required to keep the reefer operational (does not include daily operation addressed in paragraph C.3.15 below), during the time frame of rental to the Government. The reefers to be provided under the applicable CLINs are to be provided from suppliers in the Continental United States (CONUS) or Canada. Costs of all such activities are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.10.1 Each reefer 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. Reefers shall be sized to hold twenty (20) 4'x4' pallets (a total of 40,000 pounds of packaged ice). The interior shall be protected from dust, dirt, or any other source of contamination. Each reefer shall be cleaned and sanitized prior to delivery. Reefers shall be capable of being maintained at a temperature of 20 degrees Fahrenheit with the temperature varying within ± 5 degrees.

C.3.10.1.1 The Contractor shall perform any periodic preventive maintenance or servicing, excluding the day-to-day operation and fueling, required to maintain the reefer in operational condition during the rental period. Performance of preventive maintenance or servicing shall be coordinated in advance with the COR or other Government personnel as identified in Delivery Orders.

C.3.10.2 Start and End of Rental Period: The rental period starts when the Contractor has its personnel register the arrival of the delivery with the Government's on-site representative as described in paragraphs C.3.10.3.1 and C.3.10.3.2 below and ends when the Government notifies the Contractor in writing that reefers are no longer needed. Reefers may be released individually or in groups, rather than all at once, even if originally ordered as a large group of reefers. When the Government, as part of its quality assurance activities described in paragraph C.2.2.2.2, rejects a reefer, the rental period will be considered ended at the time of such rejection. The Government will annotate the "Refrigerated Storage Information" form for that reefer in the Remarks/Comments that the reefer was rejected, including the reason for and the date and time of the rejection. Entitlement to payment for that reefer will end at that time. However, if the Contractor determines to take corrective action to put a rejected reefer back in service, the Government will further annotate the "Refrigerated Storage Information" form for that reefer that it now meets the contract requirements and the date and time the reefer is put back into service. Entitlement to payment will resume as of that date and time.

C.3.10.3 Delivery Documentation and Procedures: The Contractor shall assure that every delivery is properly presented to the Government and that Government acknowledgement of every delivery is obtained. The Contractor shall provide the documentation described below to the Government's representative at the delivery site.

Delivery requirements are also identified in **C.3.5.6**. The schedule portion of the subparagraphs of paragraph **C.3.5.6** applies regardless of whether the reefers are delivered with or without ice.

C.3.10.3.1: When a Delivery Order containing CLINs for both **Packaged Ice - Delivered** (includes all CLINs for either CONUS or OCONUS locations) and for **Mobile Refrigerated Storage Unit (Reefer) - Rental** is issued by the Government, the Government is ordering a quantity of ice as well as storage for that ice for delivery. Reefers delivered with ice and rented shall be retained until such time as the Government no longer requires that reefer for storage. When such a Delivery Order is issued, the Contractor shall deliver the ordered quantity of ice in the rental reefers and shall comply with the delivery documentation and procedures as provided in paragraph **C.3.5.5** above. In addition, the Contractor shall assure that their delivery personnel comply with the delivery documentation requirements identified in **C.3.10.3.2** below.

C.3.10.3.2 When a Delivery Order is issued containing the CLIN for **Mobile Refrigerated Storage Unit (Reefer) – Rental**, but not the CLIN for **Packaged Ice - Delivered**, the requirement is for delivery of an empty reefer. Reefers shall be retained until such time as the Government no longer requires that reefer for storage. For each reefer delivery, the Contractor shall provide either a Refrigerated Storage Information Sheet in the format shown in **Appendix C** of this Section C and containing all of the information required to be provided by the Contractor in Section A, or a bill of lading or manifest, which includes

- (a) the Contractor's name;
- (b) the U.S. Army Corps of Engineers contract number;
- (c) the Delivery Order number;
- (d) identification of the subcontractor providing the reefer;
- (e) reefer identification number; and
- (f) the name of the transportation carrier.

Upon arrival at the delivery site, the Contractor shall have its personnel register deliveries by providing the Refrigerated Storage Information Sheet or the bill of lading or manifest to the Government's on-site representative for documentation of the date and time of arrival of the shipment and to schedule unloading. Once the delivery is unloaded, the Contractor shall have its personnel obtain a copy of the Refrigerated Storage Information form from the Government's on-site representative that has both Sections A and B completed.

C.3.10.4 Pick-Up Documentation and Procedures: The Contractor shall coordinate the pick-up of rental reefers described in **C.3.10.2.1** and **C.3.10.2.2** above with the Government's on-site representative. The Contractor shall have its personnel obtain from the Government's on-site representative a copy of the completed Refrigerated Storage Information form from the Government's on-site representative prior to leaving the site.

C.3.10.5 Required Delivery Schedules and Quantities: The contractor must have the capability to provide on site storage at delivery sites up to the requirements for ice delivered as specified in paragraph C.3.5.6 and subparagraphs as applicable.

C.3.10.5.1 When a Delivery Order containing CLINs for both **Packaged Ice - Delivered** (includes all CLINs for CONUS or OCONUS locations) and **Mobile Refrigerated Storage Unit (Reefer) - Rental** is issued by the Government, the Contractor shall deliver the reefers loaded with the ordered ice (see C.3.10.3.1 above) and shall meet the delivery schedule for ice as stated in paragraphs C.3.5.6.1, C.3.5.6.2, and C.3.5.6.3 and paragraph C.2.10 for all locations covered by this contract.

C.3.10.5.2 When a Delivery Order containing the CLIN for **Mobile Refrigerated Storage Unit (Reefer) - Rental** is issued, the Government and the Contractor will agree upon the required delivery schedule and such agreement will be reflected in the Delivery Order.

C.3.10.6 Payment: Rental for each reefer delivered and accepted by the Government shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order, based on the number of days or portion of a day of usage. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying by the number of hours utilized in that day. Invoices submitted for payment shall include copies of fully executed "Refrigerated Storage Information" forms, including bills of lading or manifests, for each rented reefer. The number of days, or portions thereof, will be determined from the "Date and Time In" and "Date and Time Out" shown on the fully executed "Refrigerated Storage Information" forms.

C.3.11 Mobile Refrigerated Storage Unit (Reefer) - Local Rental (CLINs (0002-0010)AM): As stated in PART 1, paragraph C.1.2, the Government reserves the right to rent reefers from local vendors for requirements for OCONUS locations (Alaska, Hawaii, American Samoa, Guam, the Northern Mariana Islands, the Federated States of Micronesia, the Marshall Islands, Puerto Rico and the U. S. Virgin Islands). When a proposal has been requested and agreement has been reached for the delivery of reefers rented from local vendors in the above OCONUS locations, a Delivery Order will be issued reflecting the information identified in paragraphs C.1.5 and C.1.5.5 of this Section C.

C.3.11.1 Unless otherwise stated in the Delivery Order, all reefers rented under paragraph C.3.11 shall meet the requirements of paragraphs C.3.10, C.3.10.1, C.3.10.1.1, C.3.10.2, C.3.10.3, C.3.10.3.1, C.3.10.3.2, and C.3.10.4 above.

C.3.11.2 Delivery Requirements: The Government and the Contractor will agree upon the required delivery schedule and such agreement will be reflected in Delivery Orders containing the CLINs for **Mobile Refrigerated Storage Unit (Reefer) - Local Rental**.

C.3.11.3 Payment: Rental for each reefer delivered and accepted by the Government shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order, based on the number of days or portion of a day of usage. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying by the number of hours utilized in that day. Invoices submitted for payment shall include copies of fully executed "Refrigerated Storage Information" forms, including bills of lading or manifests, for each rented reefer. The number of days, or portions thereof, will be determined from the "Date and Time In" and "Date and Time Out" shown on the fully executed "Refrigerated Storage Information" forms.

C.3.12 Drayage (CLINs 0001AK and (0002-0010)AN): The Contractor shall provide all labor, equipment and materials necessary to perform drayage services, as described below. All costs for performance are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.12.1 The Contractor shall provide tractor power units, with a fifth wheel and drivers to provide drayage services on a 24-hour per day basis. Drayage services are defined as maintaining tractor power units, with a fifth wheel and drivers on a site identified by the Government and movement of trailers within that storage site. The Government's on-site representative will direct the performance of drayage services. The tractor power units, with a fifth wheel and drivers can be directed to perform movement between sites at any time. If so, payment for the period for "Drayage" ends, and movement between sites shall commence as "Additional Ground Mileage" and be paid accordingly. Upon completion of "Additional Ground Mileage" work the tractor power units shall return to the drayage site and complete the remainder of the original 24 hour period. (The period will actually be 24 hours minus the time spent performing "Additional Ground Mileage".)

C.3.12.2 Start of Service: The Government and the Contractor shall agree upon the start date and time for drayage services and such agreement will be reflected in each Delivery Order. The actual start time will be established based on the Contractor obtaining the documentation of drayage services.

C.3.12.3 Documentation of Drayage Services: The Contractor shall assure that the start and end of drayage services is documented by the Government's on-site representative. The Contractor shall have its personnel, upon arrival at the performance location identified in each Delivery Order, provide the Government's on-site representative a Drayage Information form as shown in **Appendix D** and containing all information required to be provided by the Contractor in Section A of the form. Upon completion of drayage services, the Contractor shall have its personnel obtain a copy of the Drayage Information form, with Section B completed, prior to leaving the performance site.

C.3.12.4 Payment: Each day or portion of a day of providing drayage services shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect

at the time of the issuance of each Delivery Order. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "Drayage Information" forms for each tractor power unit. The number of days, or portions thereof, for each power unit will be determined from the "Drayage Information" forms.

C.3.13 Loading/Unloading - Forklift w/Operator (CLINs 0001AL and (0002-0010)AP): The Contractor shall provide all labor, equipment and materials necessary to perform loading and unloading of pallets of ice from reefers as described below. All costs for such performance are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.13.1 The Contractor shall provide a forklift with Operator, and pallet jack to perform loading/unloading of pallets of ice. Such work may be performed on rough terrain, on concrete or asphalt, at locations that may or may not have a loading dock. These services may be ordered when the Government requires the Contractor to load/unload ice delivered under this contract, when the Government requires the Contractor to provide, operate and maintain ice storage units, or when the Government requires loading/unloading services in support of the Mobilization Center, Staging Area, etc., operations and the Government's on-site representative may direct the performance of loading/unloading activities, or as otherwise required. Loading/Unloading shall be performed on a 12-hour per day basis.

C.3.13.1.1 Forklift: The Contractor shall provide a forklift that has a minimum 3000 pound capacity, and is capable of operating in sites as described above.

C.3.13.1.2 Pallet Jack: The Contractor provided pallet jack need only be capable of operating on hard surfaced areas.

C.3.13.2 Start of Service: The Government and the Contractor shall agree upon the start date and time for the loading/unloading services and such agreement will be reflected in each Delivery Order. The actual start time will be established based on the Contractor providing documentation of **Loading/Unloading - Forklift w/Operator** services to the Government's on-site representative as described below.

C.3.13.3 Documentation of Loading/Unloading Services: The Contractor shall assure that the start and end of loading/unloading services is documented by the Government's on-site representative. The Contractor shall have its personnel, upon arrival at the performance location identified in each Delivery Order, provide the Government's on-site representative a Loading/Unloading By Forklift form as shown in **Appendix E** and containing all information required to be provided by the Contractor in Section A of the form. Upon completion of loading/unloading services, the Contractor shall have its personnel obtain a copy of the Loading/Unloading By Forklift form, with Section B completed, prior to leaving the performance site.

C.3.13.4 Payment: Each day or portion of a day of providing loading/unloading by forklift services shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "Loading/Unloading by Forklift" forms for each tractor power unit. The number of days, or portions thereof, for each power unit will be determined from the "Drayage Information" forms.

C.3.14 Loading/Unloading - Laborer (CLINs 0001AM and (0002-0010)AQ): The Contractor shall provide all labor, equipment and materials necessary to perform loading and unloading of pallets of ice from reefers as described below. All costs for such performance are included in the unit price for each applicable CLIN in Section B of this contract.

C.3.14.1 The Contractor shall provide a Laborer to perform loading/unloading of pallets of ice by hand. These services may be ordered when the Government requires the Contractor to load/unload ice delivered under this contract, when the Government requires the Contractor to provide, operate and maintain ice storage units, or when the Government requires loading/unloading services in support of the Mobilization Center, Staging Area, etc., operations and the Government's on-site representative may direct the performance of loading/unloading activities, or as otherwise required. Loading/Unloading shall be performed on a 12-hour per day basis.

C.3.14.2 Start of Service: The Government and the Contractor shall agree upon the start date and time for the loading/unloading services and such agreement will be reflected in each Delivery Order. The actual start time will be established based on the Contractor providing documentation of **Loading/Unloading - Laborer** services to the Government's on-site representative as described below.

C.3.14.3 Documentation of Loading/Unloading Services: The Contractor shall assure that the start and end of loading/unloading services is documented by the Government's on-site representative. The Contractor shall have its personnel, upon arrival at the performance location identified in each Delivery Order, provide the Government's on-site representative a Loading/Unloading By Hand form as shown in **Appendix F** and containing all information required to be provided by the Contractor in Section A of the form. Upon completion of loading/unloading services, the Contractor shall have its personnel obtain a copy of the Loading/Unloading By Hand form, with Section B completed, prior to leaving the performance site.

C.3.14.4 Payment: Each day or portion of a day of providing loading/unloading by hand services shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. For partial days, the

daily rate will be prorated by dividing the daily rate by 12 and multiplying the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "Loading/Unloading by Hand" forms for each laborer. The number of days, or portions thereof, for each laborer will be determined from the "Loading/Unloading by Hand" forms.

C.3.15 Daily Operation of Reefer (Contractor-furnished or Government-furnished) (CLINs 0001AN, 0001AP, (0002-0010)AR and (0002-0010)AS): The Contractor shall be required to provide all labor, material, and equipment necessary to perform daily operation of reefers, as described below. Costs of all such activities are included in the unit price for each applicable CLIN in Section B of this contract. There are two types of associated CLINs. First, pricing for the first, (or single), reefer at a site is to allow the Contractor to cover his costs for a very small site. The second CLIN, for additional reefers at a site, allows the Contractor and the Government to take advantage of economies of a larger site.

C.3.15.1 General: The Government may require the Contractor to operate and maintain an ice storage facility, an ice distribution facility, or individual reefers at various locations within identified disaster areas utilized as storage for medical supplies, as temporary morgues, etc. Ice storage and distribution facilities, medical supply storage, temporary morgues, etc., will be comprised of reefers rented from the Contractor as addressed in paragraphs C.3.10 through C.3.10.6 and C.3.11 through C.3.11.3 above and may also include Government-furnished reefers. The Contractor shall perform all preventive maintenance and periodic servicing of reefers rented to the Government as addressed in paragraphs C.3.10.1.1 and C.3.11.1 above and shall be paid for those services as described in paragraphs C.3.10.6 and C.3.11.2 above.

C.3.15.2 Daily Operation: Daily operation of reefers shall include:

- (1) Continuous running of the generator that powers the reefer.
- (2) Fueling of the generators that power the reefers.
- (3) Clean-up of any fuel spills that may occur during the fueling process and properly disposed of in accordance with local and state/territory/commonwealth environmental disposal regulations.
- (4) Maintaining the temperature of each reefer within \pm five (5) degrees of the set point:
 - (a) Set point for reefers utilized for storage of ice - 20 degrees.
 - (b) Set point for reefers utilized for storage of medical supplies - 40 degrees or as directed by the on-site Government representative.
 - (c) Set point for reefers utilized as temporary morgues - 40 degrees.
 - (d) Set point for any other usage not identified herein will be provided to the Contractor by the on-site Government representative.

C.3.15.3 Delivery Orders: Delivery Orders issued for these services will include an estimated number of reefers for which the Contractor is to provide these services. The

Government's on-site representative will provide documentation to the Contractor for each individual reefer that is to receive these services.

C.3.15.3.1 Documentation of Operations Services: The Government's on-site representative will fill out the "REFRIGERATED STORAGE TRAILER OPERATION" portion of the "REFRIGERATED STORAGE INFORMATION" Form, as shown in Appendix C, for each individual reefer for which the Government requires the Contractor to perform these services. The Contractor shall assure that his personnel, prior to performance of any Operations services on a reefer, complete the portions of the form requiring acknowledgment by the Contractor of the start date and time for performance of Operations services and obtain a copy of the form from the Government's on-site representative. When the Government no longer requires performance of these services on a reefer, the Government's on-site representative shall contact the Contractor's personnel and have them complete the acknowledgement of the ending date and time of performance of Operations services and obtain a copy of the fully executed "REFRIGERATED STORAGE INFORMATION" Form

C.3.15.4 Payment: Each day or portion of a day of providing operations services for each reefer shall be paid for in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of the issuance of each Delivery Order. For partial days, the daily rate will be prorated by dividing the daily rate by 24 and multiplying by the number of hours services were performed. Invoices submitted for payment shall include copies of fully executed "REFRIGERATED STORAGE INFORMATION" Forms for each reefer serviced. The number of days, or portions thereof, for each reefer will be determined from the "REFRIGERATED STORAGE INFORMATION" Form

C.3.16 Periodic Maintenance, Servicing and/or Repair of Government-Owned Mobile Refrigerated Storage Unit (Reefer) (CLINs 0001AQ and (0002-0010)AT): The Government anticipates that it may have requirements to perform preventive maintenance, periodic service inspections, cleaning, repairs, etc., of Government-owned reefers. These services may be required during usage of these reefers at Mobilization Centers, Staging Areas, etc. located at or near disaster response locations or at Government storage areas utilized for storage of Government assets when not in use at disaster locations, etc. However, due to the constant change in the number and type of these reefers, these requirements could vary substantially and requirements cannot be described in sufficient detail to enable pricing these needs in this contract. The Government, as stated in paragraph C.1.2.1 of this Section C, is not required to utilize this contract for performance of such services but reserves the right to request proposals from the Contractor for performing these services. Upon negotiation and agreement between the Government and the Contractor, the Government will issue Delivery Orders that will include the applicable CLIN and pricing agreed to, as well as include a detailed description of the work being ordered, the performance locations, dates of performance, and any other information that may be required.

C.3.17 Disposal of Surplus Ice and/or Shipping Materials (CLINs 0001AR, 0001AS, 0001AT, (0002-0010)AU, (0002-0010)AV, and (0002-0010)AW. The Government anticipates it may have requirements to dispose of surplus ice and/or shipping materials. The Government intends to have the Contractor resell the ice if possible or the Government will try to donate the ice. These possibilities will be investigated at the time of each disaster. If one of the above cost saving measures can be implemented, a delivery order will be negotiated and issued with the appropriate CLIN, (reduced price or possibly additional shipping). The contractor shall also provide two other prices for CONUS. One, pricing for disposal and cleanup of only the shipping materials contained in one reefer, (the ice has melted), and two, for disposal and cleanup of ice and shipping materials in one reefer, (the ice has not melted). These will be negotiated for OCONUS locations.

C.3.17.1 Contractor Resale of Surplus Packaged Ice: The Government will identify the quantity of surplus packaged ice and request the Contractor to determine if it can sell some or all of that quantity of surplus ice to other customer(s). In the event the Contractor can sell all or a portion of the quantity of surplus packaged ice, the Government will request the Contractor to provide a revised price proposal for surplus packaged ice that is to be sold with supporting documentation for such revised price. The Government will require documentation of the quantity being sold, the resale price for that quantity, and any increased transportation costs to transport such ice from the required Government delivery site to the delivery site(s) of the Contractor's customer(s) that have purchased such ice. The Government will evaluate the Contractor's proposal consisting of income to the Contractor from resale of the surplus packaged ice less any transportation costs to the new delivery site(s) and less a reasonable Overhead and Profit. The Government will issue the negotiated CLIN as a negative amount, (a credit to the contract).

End of Section C

APPENDIX A

ICE DELIVERY INFORMATION NO: _____

Section A (To Be Completed by Contractor)

USACE Contract #: _____ Name of Disaster: _____

Delivery Order #: _____

Bill of Lading/Manifest #: _____

Delivery Site Name & Address: _____

Transportation Contractor: _____ Trailer #: _____

Transport Carrier: _____ Truck #: _____

Drivers Name (Please Print): _____

Ice Company Name: _____ Supplier #: _____

Date and Time of Loading: Date: _____ Time: _____

Loading Site (City): _____ Amount (Pounds): _____

Section B (to be completed by Government Representative at Delivery Site)
INITIAL DELIVERY SITE

Date-In: _____ Time-In: _____

Signature: _____ Name (Print): _____

Date-Out: _____ Time-Out: _____

Signature: _____ Name (Print): _____

Reason, if difference between time-in & time-out exceeds 1 hour:

Amount Delivered:
Total Pounds _____ # Total Pallets _____

Government On-Site Representative:

Signature: _____ Date: _____

Print Name Job Title Employer

All Blanks must be completely filled in. This document must be provided with an accurate bill of lading to the Contractor on-site representative Listed below and the Ice Mission Manager:

Name of Contractor Representative: _____

Remarks/Comments (use back of form as needed):

APPENDIX C
REFRIGERATED STORAGE INFORMATION NO: _____
Section A (To Be Completed by Contractor)

USACE Contract #: _____ Name of Disaster: _____

Delivery Order#: _____ Ice Storage Trailer #: _____

Delivery Site Name & Address: _____

Sub-Contractor: _____

REFRIGERATED STORAGE TRAILER DELIVERY
Section B (To Be Completed by Government On-Site Representative)

START OF RENTAL: Date In: _____ Time In: _____

Government On-Site Representative Signature: _____

Print Name Job Title Employer

Capacity in Pallets: _____

REFRIGERATED STORAGE TRAILER OPERATION
Section C (To Be Completed by Government On-Site Representative) If none, enter N/A

START OF SERVICE: Date: _____ Time: _____

Government On-Site Representative Signature: _____

Print Name Job Title Employer

REFRIGERATED STORAGE TRAILER OPERATION
Section D (To Be Completed by Government On-Site Representative) If none, enter N/A

END OF SERVICE: Date: _____ Time: _____

Government On-Site Representative Signature: _____

Print Name Job Title Employer

REFRIGERATED STORAGE TRAILER PICK-UP
Section E (To Be Completed by Government On-Site Representative)

END OF RENTAL: Date Out: _____ Time Out: _____

Government On-Site Representative Signature: _____

Print Name Job Title Employer

All blanks must be completely filled in. This document must be provided with an accurate Bill of Lading to the Contractor on-site representative listed below and to the Ice Mission Manager.

Name of Contractor Representative: _____

Remarks/Comments (use back of form as needed): _____

APPENDIX F

LOADING/UNLOADING - LABORER NO: _____

Section A (To Be Completed by Contractor)

USACE Contract #: _____ **Name of Disaster:** _____

Delivery Order#: _____

Delivery Site Name & Address: _____

Worker Name: _____

Worker Name: _____

Labor Sub-Contractor: _____

Section B (To Be Completed by Government On-Site Representative)

START OF SERVICE: Date In: _____ Time In: _____

Government On-Site Representative Signature: _____

Print Name Job Title Employer

END OF SERVICE: Date Out: _____ Time Out: _____

Government On-Site Representative Signature: _____

Print Name Job Title Employer

All blanks must be completely filled in. This document must be provided with an accurate Bill of Lading to the Contractor on-site representative listed below and to the Ice Mission Manager.

Name of Contractor's Representative (Print Name): _____

Remarks/Comments (use back of form as needed):

Section E - Inspection and Acceptance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable

facilities and assistance for the safe and convenient performance of these duties.

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

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

(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

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

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

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

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

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

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

(End of clause)

End of Section E

Section F - Deliveries or Performance

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52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

52.247-35 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)

End of Section F

ALSO SEE SECTION C FOR ADDITIONAL DELIVERY AND PERFORMANCE REQUIREMENTS

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.0001-4010 I INVOICING INFORMATION

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

USACE FINANCE CENTER
ATTN: CEFC-AO-P
5722 INTEGRITY DRIVE
MILLINGTON, TENNESSEE 38054-5000

(b) A copy of each invoice shall be furnished to the Contracting Officer at the location that issued the **Delivery Order**.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

End of Section G

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001)

- (a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.
- (b) Commercial component means any component that is a commercial item.
- (c) Commercial item means--
- (1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--
 - (i) Has been sold, leased, or licensed to the general public; or
 - (ii) Has been offered for sale, lease, or license to the general public;
 - (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
 - (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
 - (i) Modifications of a type customarily available in the commercial marketplace; or
 - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
 - (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
 - (5) Installation services, maintenance services, repair services, training services, and other services if--
 - (i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
 - (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
 - (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
- (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- (g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause

may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(b) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed

to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
 - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

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

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

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

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

52.216-18 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 February 1, 2003 through January 31, 2004.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than **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)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost

for some work and prices which are significantly overstated for other work.

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of clause)

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

(a) Definition.

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

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

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

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned

small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are

authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$56,190 or more; or
- (4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$169,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include,

but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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

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

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

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

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

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

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

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

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

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

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.
- (End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, 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 clause4)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leases bases.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

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

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

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

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

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

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding

the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

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

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

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

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

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

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through

(a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered

into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -
- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using -
- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the

Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

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

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a

protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)**(a) Definitions.**

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

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

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

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total

contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the

Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(d) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (AUG 2000)

(a) Definitions. Qualifying country and qualifying country end products have the meaning given in the Buy American Act and Balance of Payments Program clause, Buy American Act--Trade Agreements--Balance of Payments Program clause, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause, or Trade Agreements clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether placed--

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, or unless supplies were imported into the United States before the date of this contract or, in the case of supplies imported by a first or lower tier subcontractor, before the date of the subcontract, no amount is or will be included in the contract price for duty for--

- (1) End items that are qualifying country end products; or
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in the end items to be delivered under this contract, provided that the end items are manufactured in the United States or in a qualifying country.
- (d)The Contractor warrants that--
- (1)All qualifying country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract; and
- (2)The Contractor will pay duty to the extent that such supplies, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.
- (e)The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.
- (f)All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall--
- (1)Consign the shipments to the appropriate--
- (i)Military department in care of the Contractor, including the Contractor's delivery address; or
- (ii)Military installation; and
- (2)Include the following information--
- (i)Prime contract number, and delivery order if applicable;
- (ii)Number of the subcontract/purchase order for foreign supplies if applicable;
- (iii)Identification of carrier;
- (iv)(A) For direct shipments to a U.S. military installation, the notation:
- UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Building 120, Staten Island, New York, 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.
- (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate
- (v)Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
- (vi)Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A

(g) Preparation of customs forms. (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCM New York for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry

(h)The contractor agrees--

(1)To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2)To consign the shipment as specified in paragraph (f) of this clause; and

(3)To mark the exterior of all packages as follows:

(i)"UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii)The activity address number of the contract administration office actually administering the prime contract.

(i)The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of qualifying country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain--

(1)Prime contractor's name, address, and CAGE code;

(2)Prime contract number, and delivery order number if applicable;

(3)Total dollar value of the prime contract or delivery order;

(4)Expiration date of the prime contract or delivery order;

(5)Foreign supplier's name and address;

(6)Number of the subcontract/purchase order for foreign supplies;

(7)Total dollar value of the subcontract for foreign supplies;

(8)Expiration date of the subcontract for foreign supplies;

(9)List of items purchased;

(10) An agreement by the Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer;

(11) The qualifying country; and

(12) The scheduled delivery date(s).

(j) This clause does not apply to purchases of qualifying country supplies in connection with this contract if--

(1) The qualifying country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k) The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (Appendix G of the Defense FAR Supplement), and the information required by paragraphs (i)(1), (2), and (3) of this clause will be included in applicable subcontracts.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

252.247-7023 III TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(e) Definitions. As used in this clause --

(f) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is

performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(g) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(h) This contract is a construction contract; or

(ii) The supplies being transported are—

(i) Noncommercial items; or

(B) Commercial items that—

(j) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

© The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that –

(k) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(l) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum –

(m) Type, weight, and cube of cargo;

(2) Required shipping date;

- (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
 - (n) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
 - (o) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
 - (p) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.
- (End of clause)

END OF SECTION I