

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   21
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 15-Aug-2003	4. REQUISITION/PURCHASE REQ. NO. W22W9K-3195-7732	5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY/RESERVE 800 DR. MARTIN LUTHER KING, JR. PLACE, LOUISVILLE KY 40202-2230	CODE DACA27	7. ADMINISTERED BY (If other than item 6) MILITARY/RESERVE 800 DR. M. L. KING, JR. PL., RM ATTN: KIM J. MCKNIGHT LOUISVILLE KY 40202-2230		CODE DACA27
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACA27-03-B-0009
			X	9B. DATED (SEE ITEM 11) 08-Aug-2003
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
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 Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer 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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <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.) DACA27-03-B-0009, Add/Alt Parking Apron/Taxiway, Fort Dix, New Jersey, is hereby amended as follows: 1. Section 00010: Revise clause and add "Q&A" form immediately following the bid form as indicated in this amendment. 2. Section 00100: Add and delete clauses and add "Section 00100 - Final Bid Revisions - Competitive Bidding Event", as indicated in this amendment. 3. Section 00600: Add, delete and revise clauses as indicated in this amendment. 4. Section 00700: Add, delete and revise clauses as indicated in this amendment. 5. Section 00800: Revise paragraphs 1.3 and 1.28 and add paragraph 1.83 as indicated in this amendment. 6. The bid date remains September 9, 2003, the TIME is extended to 4:00 p.m.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 15-Aug-2003	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

The following included by full text have been revised:

LCL 0000-001 ALL BIDDERS READ THE FOLLOWING INSTRUCTIONS:

1. Each bidder shall upon request of the Contracting Officer, furnish a list of the plant available to the bidder and proposed for use of the work.
2. Bidders are cautioned that drawings may not be reproduced to exact scale. All drawings, whether full size or reduced, should be checked for potential discrepancies, dimensions and scales should be verified and all drawings compared.
3. Bidders are required to acknowledge receipt of all amendments to this solicitation on Standard Form 1442 in the space provided, by completing Blocks 8 and 15 of the Amendment Form (SF 30), by separate letter, or by telegram prior to opening of bids. Failure to acknowledge all amendments may cause rejection of the bid/proposal.
4. Telegraph modifications may be received at the bidding office by telephone from the receiving telegraph company. The telegraph company shall call (502) 315-6186 to deliver the message. The telegraph company shall confirm the message by sending a copy of the written telegram to the bidding office within 7 calendar days of delivery of the telephone message. We do not permit modifications of bids by fax.

**CAUTION TO BIDDERS**

**BEFORE SIGNING AND MAILING THIS BID, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR BID TO BE REJECTED.**

1. **AMENDED BID PAGES.** If any of the amendments furnished amended bid pages, the amended bid pages must be used for preparation of your bid.
2. **LATE BIDS.** Please refer to the Instructions section contained in this package.
3. **BID GUARANTEE.** If bid guarantee is required for this project, sufficient bid guarantee in proper form must be furnished with your bid for construction projects exceeding \$100,000.
4. **MISTAKE IN BID.** Have you reviewed your bid prices for possible errors in calculations or work left out?

**QUESTIONS REGARDING THE SOLICITATION**

Inquiries must be submitted in writing to Contracting Division, attention Kim McKnight,

by fax 502-315-6193 or email to kim.j.mcknight@lrl02.usace.army.mil

PROJECT NUMBER AND NAME: DACA27-03-B-0009, Add/Alt Apron/Taxiway, Fort Dix, New Jersey

Date:

Organization:

Originator of Inquiry:

Telephone No:

Fax No.:

Email address:

Reference (Section #or Drawing #)

---

Question:

Answer:

---

*FOR GOVERNMENT USE*

Control # \_\_\_\_\_

Answered by: \_\_\_\_\_

Phone: \_\_\_\_\_

Has this inquiry resulted in:

\_\_\_\_ Clarification only, no need to change solicitation

\_\_\_\_ Need for amendment

---

## SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

Final Bid Revisions – Competitive Bidding Event

The government will obtain bids from bidders via an on-line process described as a Competitive Bidding Event (CBE). This process will be managed and administrated by FreeMarkets Inc., Pittsburgh, Pa. on behalf of the government. FreeMarkets will establish a fair and dynamic online market and all participants shall be governed by a consistent set of rules.

The CBE will allow competitors to offer reduced pricing based on the availability of some knowledge of other offers, in real time. In this way, all bidder's will be in a better position to make business decisions related to reduced pricing.

FreeMarkets' role and responsibilities will be as follows:

- Draft Online Event Information
- Answer all Bidders' questions relating to the online bidding software and the online bidding process  
**(FREEMARKET IS NOT AUTHORIZED TO ADDRESS ANY QUESTIONS RELATED TO THE SPECIFICATIONS OR THE PROCUREMENT IN GENERAL, JUST QUESTIONS RELATED TO THE MECHANICS OF THE BIDDING PROCESS)**
- Train invited Bidders how to bid online using FreeMarkets' BidWare® software
- Provide Bidders event status updates as needed
- Facilitate the real-time, online CBE

FreeMarkets' Contact – Online Bidding Questions:

Karen Tosch  
FreeMarkets, Inc.  
ktosch@freemarkets.com  
(512) 338-8553 (Austin Office Phone)  
(412) 297-8700 (Pittsburgh Office Fax)

Bidders Time, Expense and Bid Preparation

All time and expenses incurred by the Bidders in this tender process are the responsibility of the Bidders and will not be reimbursed by USACE. There is no additional cost for Bidders to participate in this online bidding event (no fee that bidders must pay to FreeMarket). USACE is underwriting all costs associated with this online bidding process.

It is recommended that Bidders prepare in advance their starting bid, their bidding strategy and their lowest bid as bidders will not be able to raise their bid during the online bid. Bidders will be permitted to submit an unlimited number of new (lower) bids into the marketplace in response to market competition while the event remains in an OPEN, EXTENDED or OVERTIME status.

Bidders will be sent FreeMarkets online bidding technology (BidWare) that enables connection to FreeMarkets secure bidding servers. Bidders will be required to complete a half-hour of training with FreeMarkets on the online bidding software. This telephone training includes a review of bidding formats, rules for the online marketplace and practice in a "mock" bidding event.

In order to participate in this online event, Bidders must agree to the rules and procedures of the online marketplace as specified in the *Bidders Agreement* (Attachment B). Bidders must agree to this Bidders Agreement prior to the online bid. Bidders that have not agreed to the Bidders Agreement prior to the commencement of bidding will be denied access to the online bidding event. In doing so, Bidders agree to have

only their bid, and not any costing information, revealed to other bidders participating in the event. The identity of other Bidders will remain anonymous.

For purposes of FAR 52.203-2, and in accordance with subparagraph (c) thereof, submission of a bid by the Bidder shall be considered certification by the Bidder that the only knowing disclosure by the Bidder of its prices to any other Bidder will be during the CBE. The Bidder further certifies that disclosure by the Bidder of its prices during the CBE shall not be for the purposes of restricting competition.

#### FreeMarkets BidWare Technology Requirements

The following minimum computer hardware is required to participate in a FreeMarkets online bidding:

- A Pentium® class personal computer
- A minimum of 64 megabytes (MB) of random access memory (RAM)
- 40 MB of available hard drive space
- A direct Internet connection -OR- a modem running at 28.8 kilobits per second or faster and a single-set analog phone line

The following computer software is necessary to participate in a FreeMarkets online bidding:

- Microsoft® Windows® 95, Windows 98, Windows NT Workstation 4.0 (service pack 4 is recommended), or Windows 2000.
- Microsoft Internet Explorer 4.0 or later –OR- Netscape Navigator 4.0.1 or later.

Free and included on FreeMarkets BidWare installation CD

- Adobe® Acrobat Reader
- Sun Microsystems' Java® Runtime Environment (JRE) version 1.3.
- Latest version of BidWare.

Bidders who are not able to access the required hardware or software indicated above should contact the FreeMarkets contact to discuss surrogate bidding alternatives. Please note that Bidders will not be able to log into the online bidding event from multiple locations. Bidders are given access to FreeMarkets events by User Name assigned to specific individuals. Strict adherence to this policy maintains the privacy and integrity of the online marketplace. No exceptions to this policy are permitted to allow viewing from multiple locations.

#### Bid Format and Bidder Confidentiality

- a. The date of the Competitive Bidding Event is Tuesday, September 9, 2003. The FreeMarkets reference number for this bid is CBE 10202. The bid opening time will commence at 4:00 pm Eastern Daylight Time. The bidding period time will be scheduled to close at 4:30 pm EDT unless a bid is submitted within the last minute of the bid opening time period. If a bid is submitted within the last minute of the bidding period, the previously scheduled bid ending period shall be extended for an additional minute beyond the scheduled close time (provided the bid was the lowest bid received). The bidding period will continue to be extended for additional one-minute periods as long as a lower, first-place bid is submitted within the last minute. The exact close time will depend on the number of overtime periods and will be controlled and displayed during the event via the BidWare software.
- b. Bids that Bidders submit through the FreeMarkets Online Bidding System are legally binding bids without qualification. Bidders must submit their bids through the online bidding mechanism supplied by FreeMarkets and not through any other mechanism including but not limited to post, courier, fax, e-mail, or orally.

- c. Bidders will be submitting a lump sum bid for all Basic and Options listed on the Bidding Schedule. After the bid, all Bidders will be required to submit the Bidding Schedule worksheet. The Total Amount on the Bidding Schedule must equal the final bid submitted during the online bid. Bidders must submit a price for all line items (Basic and Options).
- d. In changing their bid prices online, Bidders must change the amount of their bid by at least 0.125% (1/8 of 1%) of their current bid and cannot place bids within 0.125% (higher or lower) of the market-leading bid. This is referred to as the Minimum Bid Decrement.
- e. In order to place a market-leading bid, a Bidder must submit a bid that is lower than the current market-leading bid by at least 0.125%.
- f. In changing their bid prices, Bidders are not allowed to lower their bids by more than twenty-five percent (25%) from their previous bid. If a Bidder wishes to change its bid price by more than this amount, the Bidder must submit successive bids until the Bidder reaches the desired bid amount.
- g. There will be 1 lot in this bid as specified in the table below. Prices submitted during the CBE must be aggregate prices for the lot in its entirety based on the line items listed in this solicitation.

Lot	Description	Scheduled Start	Scheduled Close
1	ADD/ALT Parking Apron / Taxiway	4:00 pm Eastern Daylight Time	4:30 pm EDT

#### FreeMarkets Online Bid Process Activities

- Register as a Bidder at FreeMarkets' website, [www.freemarkets.com](http://www.freemarkets.com), providing relevant contact and general company information. Please indicate you are registering for CBE 10202 in the appropriate location. Upon completion of registration participants will receive via e-mail a User Name and Password.
- Install the BidWare CD and test your connection. The User Name and Password obtained through registration will be needed to complete this step. Help testing your connection can be obtained by contacting FreeMarkets Product Support toll free at 1-877-303-3658. Bidders located outside the U.S. may call 001-412-434-5605.
- Schedule a half-hour of online bidding training conducted by telephone with FreeMarkets. U.S. Bidders may schedule training by calling FreeMarkets Product Support.
- Sign and return the Bidders Agreement to the FreeMarkets contact.
- Complete online bidding training with FreeMarkets.
- Send Original Bid Bond to the USACE prior to the online bid to USACE.
- Log-on and participate in the online Competitive Bidding Event (CBE).
- Submit Representation and Certifications one day after the CBE to USACE.
- Submit Bidding Schedule one day after the CBE to USACE.

Attachment A, Page 1 of 2**INFORMATION FOR INTERACTION WITH FREEMARKETS, INC.**

1. FreeMarkets' Interaction with Bidder. Any and all Bidder interaction with FreeMarkets is for the sole purpose of facilitating the CBE and shall not be considered discussions with the Bidder within the meaning for FAR Part 15.

a. FreeMarkets will (i) contact each Bidder identified by the Contracting Officer to participate in the Competitive Bidding Event ("CBE"), and (ii) explain the process to such Bidders.

b. In order for an Bidder to participate in the CBE, such Bidder must agree with the terms of the entire solicitation, including this Attachment, and agree to the terms of the BidWare for Suppliers License Agreement included as Attachment B to the solicitation by returning a signed copy of both documents to FreeMarkets prior to the CBE.

c. Each Bidder is an independent contractor with respect to FreeMarkets. Each Bidder agrees to release FreeMarkets from any liability with respect to the CBE or the conduct of any participant in the CBE, regardless of whether such liability arises under contract, tort, or any other theory.

d. Bidders shall keep the passwords and other confidential materials provided by FreeMarkets and/or the USACE and all pricing provided by another Bidder in confidence and shall not disclose the foregoing to any third party. Bidders shall also keep all software, manuals and documentation provided by FreeMarkets in confidence and, if requested, shall return the same to FreeMarkets at the conclusion of the CBE. Bidders shall keep their own pricing in confidence until after contract award.

e. The terms and conditions set forth in this Attachment along with the license terms and conditions contained with the BidWare software provided to Bidders ("License Agreement"), constitutes the entire understanding between Bidders and FreeMarkets. By submission of a proposal by the Bidder under the solicitation, an independent contractual obligation between FreeMarkets and the Bidder is created. Any waiver, modification or amendment of any provision of these terms and conditions or the License Agreement will be effective only if in writing and signed by FreeMarkets and the Bidder, with the consent of the Contracting Officer.

2. Delivery of Software to Bidders. FreeMarkets shall provide to each Bidder a copy of FreeMarkets' proprietary software ("BidWare \_ for Suppliers) to be used by Bidders to input and monitor bids during a CBE, and to print results reports after a CBE. FreeMarkets shall also provide to Bidders the associated user manual for BidWare \_ for Suppliers, and issue each Bidder a unique user identification and password to be used for the CBE. Bidders shall be responsible for the following:

a. Providing their own personal computers to run BidWare \_ for Suppliers

b. Installation of BidWare \_ for Suppliers

c. Connection of such personal computers to the telecommunications service used for each CBE.

3. Training of Bidders.

a. Training. FreeMarkets will train designated employees of each Bidder in telephonic training sessions using real time "mock" auctioning to familiarize the Bidders' employees with the online auctioning system.

b. Trained Suppliers. An employee of an Bidder who successfully completes the training provided by FreeMarkets pursuant to Paragraph 3.a shall be designated by FreeMarkets as a "Trained Supplier." Only Trained Suppliers may participate in a CBE. The Contracting Officer reserves the right to request that Bidders provide an alternative Bidder

employee to become a Trained Supplier. The Contracting Officer also reserves the right to take away the “Trained Supplier” designation from any Trained Supplier who fails to abide by the terms and conditions of the RFP, including this Attachment, and the FreeMarkets Software License.

4. Conduct of the CBE. For the preparation and conduct of each CBE, FreeMarkets will provide staff and equipment from its Global Market Operations Center (“GMOC”) located at FreeMarkets’ facility in Pittsburgh, Pennsylvania, USA or at such other location determined by the Contracting Officer, to handle all CBE related activities as follows:

- a. Load all relevant CBE and technical parameters provided by the USACE into the online auctioning system;
- b. Ensure that only Trained Suppliers and designated USACE personnel have access to appropriate CBE information;
- c. Authenticate the identities of all Trained Suppliers and designated USACE personnel involved in the CBE and maintain password security within the online auctioning system;
- d. Maintain the GMOC for Trained Suppliers and designated USACE personnel to call with questions or technical problems before, during, or within a reasonable time after the CBE;
- e. Establish and maintain a secure virtual private network;
- f. Respond in a timely fashion to Trained Supplier issues with software or connectivity difficulties;
- g. Conduct procedures for ensuring that Trained Suppliers are prepared and present on the day of the CBE;
- h. Communicate any changes or adjustments to all Trained Suppliers as directed by the Contracting Officer; and
- i. Respond to Trained Supplier problems that might prevent participation using a secure “surrogate bidding” system.

---

Bidder	FreeMarkets
--------	-------------

---

Date	Date
------	------

**Bidder Agreement:** In consideration of the opportunity to participate in a "Competitive Bidding Event," \_\_\_\_\_ ("Bidder") agrees to the following terms and conditions:

- A. Solicitation. Bidder acknowledges that it has received, read and understood Solicitation with respect to the supply of ADD/ALT Parking Apron / Taxiway (the "items") in connection with a Competitive Bidding Event 10202 ("CBE") held by USACE ("Client") and conducted by FreeMarkets, Inc. ("FreeMarkets").
- B. FreeMarkets an Independent Contractor. FreeMarkets is an independent contractor with respect to Client, Bidder and any other Bidder in the CBE.
- C. Limited Liability. Bidder hereby releases FreeMarkets from any liability with respect to the CBE, including any conduct of FreeMarkets or any Bidder in the CBE, regardless of whether such liability arises under contract, tort or any other theory.
- D. Confidentiality. Bidder shall keep all user names and passwords, other confidential materials provided by FreeMarkets and/or Client, and all bids provided by itself or another Bidder in confidence and shall not disclose the foregoing to any third party. Bidder shall also keep all software, manuals and documentation provided by FreeMarkets in confidence and if requested shall return the same to FreeMarkets at the conclusion of the CBE.
- E. General. This Agreement is governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. This Agreement and the license agreement contained with the BidWare® software provided to Bidder ("License Agreement") constitute the entire agreement between Bidder and FreeMarkets. Any waiver, modification or amendment of any provision of this Agreement or the License Agreement will be effective only if in writing and signed by FreeMarkets and Bidder.
- F. Procedures and Rules. Bidder further agrees to be bound by the following obligations and/or procedures applicable to Bidder.
1. BIDDER OBLIGATIONS AND/OR PROCEDURES REGARDING PARTICIPATION IN THE CBE.
- 1.1 Bidder agrees that participation in the CBE is further contingent upon its acceptance of the terms and conditions of the License Agreement.
- 1.2 Bids which Bidder submits through FreeMarkets are legally valid quotations without qualification, except for data entry errors.
- 1.3 Bidder agrees to submit bids only through the online bidding mechanism supplied by FreeMarkets and not to submit bids via any other mechanism including, but not limited to, post, courier, fax, E-mail, or orally unless specifically requested by Client or FreeMarkets.
- 1.4 In addition to any other remedies available to FreeMarkets, FreeMarkets may exclude Bidder from participating in future CBEs, with this Client or with future clients, due to Bidder's breach of any of the obligations and/or procedures contained in this Bidder Agreement or the License Agreement.
- 1.5 All parties will prohibit unethical behavior and are expected to notify FreeMarkets if they witness practices that are counter-productive to the fair operation of the CBE.
- 1.6 Any party experiencing difficulties during a CBE must notify FreeMarkets immediately. "Difficulties" include any event or problem, which interferes with the party's ability to participate in the CBE, and may include, but is not limited to data entry errors, software problems, or hardware problems. Parties will have five (5) minutes after a lot goes into "Pending" status to notify FreeMarkets of any problems. If the Contracting Officer judges that any party has been disadvantaged by a problem, FreeMarkets will correct the problem and may return the lot to "Open" status.

2. FREEMARKETS' RIGHTS

2.1 FreeMarkets shall not hold title to, handle the physical distribution of, nor be held liable for failures of any components, materials, services or Bidders.

2.2 FreeMarkets has final responsibility for all decisions regarding the operation of the CBE. FreeMarkets may suspend or cancel the CBE at any time and without prior notification.

2.3 This Bidder Agreement only pertains to the CBE set forth in Section A above.

2.4 The terms and conditions set forth in this Bidder Agreement survive the conclusion and/or completion of the CBE.

FreeMarkets, Inc. Bidder:

\_\_\_\_\_ (Bidder)

\_\_\_\_\_ (FreeMarkets)

Acknowledge receipt of all USACE documents and amendments \_\_\_\_\_

(End of Final Bid Revisions – Competitive Bidding Event)

The following have been added by full text:

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)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

LCL 0228-007 PAYMENT FOR BOND PREMIUMS.

CONTRACT CLAUSE: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS provides that upon presentation of evidence of full payment, the Government will immediately reimburse the Contractor the cost of premiums for performance and payment bonds. This reimbursement amount is not in addition to the amount bid for the work covered by this Invitation for Bids, and bidders are cautioned to include the cost of such premiums in the bid items shown on the Bidding Schedule (or in the lump sum amount of the bid if no bid items are listed). If bond premiums are reimbursed under this clause, such reimbursed amount will be recovered by the Government from the progress payments made to the Contractor or, if no progress payments are made, from the amount otherwise due the Contractor upon final payment.

LCL 0236-002 RESTRICTIVE LIMITATION

Except for Additives and Options, the Government shall accept all items listed in SECTION 00010 of this solicitation.

The following have been deleted:

52.217-4 Evaluation Of Options Exercised At The Time Of Contract JUN 1988  
Award

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been added by full text:

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

The following have been deleted:

52.223-4	Recovered Material Certification	OCT 1997
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994

The following included by full text have been revised:

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

## SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

### 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the

facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

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)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(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)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
  - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
  - (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
  - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
  - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
  - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing.
- (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.
- (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--
- (i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

The following have been deleted:

52.227-9	Refund Of Royalties	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984

The following included by full text have been revised:

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003)

(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 and its outlying areas 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)

## SECTION 00800 - CONTRACT CLAUSES

Paragraph 1.3 Commencement, Prosecution and Completion of Work (Apr 1984) FAR 52.211-10: "...360 days..." is revised to "...535 days...".

Paragraph 1.28 Wage Rates: Delete the reference to wage rate decision NJ0300009. This wage rate decision does not apply to this project.

Paragraph 1.83 Access Control Issues for Contractor Personnel, Fort Dix, NJ, is added as follows:

### **Access Control Issues for Contractor Personnel, Fort Dix, NJ**

In accordance with information provided by Mr. Tom Kordell of Fort Dix, NJ, all contractors working on base are required to have completed Background Investigations (BI) done. These must be 5 year BIs, which can be done by a private agency or through the State Police. Badges good for the life of the project will be issued upon review/approval of BI. Contractors who are only on-site for a day or a week will be assigned escorts. Coordinate with the Military Police, and provide them a list of personnel expected to arrive at least 24 hours in advance. Background Investigations completed for McGuire AFB should be good for Fort Dix.

### **Military Police Access Control Issues for Vehicles**

Coordinate early with the MPs to ensure timely access of vehicles.

Contractors are advised to commute with personally owned vehicles (POV) and to leave heavy equipment in place on the post to cut down on delays entering the post. Average wait to get in or out is approximately 15 minutes.

Heavy vehicles: All heavy vehicles must use Checkpoint 9 gate. Coordinate scheduled deliveries with the MPs as soon as possible.

Cement and asphalt delivery will be given priority. Contractors must get advance notice to the MPs of the firm delivery schedule. With sufficient advance notice, and proper documentation for personnel and vehicles, access for asphalt/cement can usually be accomplished within 10 minutes. Concrete pour requires at least 24 hours notice minimum. Provide the MPs with a list of the providers for asphalt and concrete; to include company name, list of drivers, schedule, etc.

Deliveries of loads of equipment such as steel: Provide driver with a valid invoice identifying the base contractor's name, and phone number (not a cell phone).

Weekend Deliveries: Not a good idea, not recommended. If essential, weekend deliveries must be coordinated well in advance. Only Checkpoint 1 is open. Vehicles over 6000 pounds cannot use this checkpoint.

If a 24-hour paving must take place, coordinate with Mike Borovicka at (609) 562-2853 and/or Tom Trumbetas 609-562-4313.

Contractor personnel working on Fort Dix must have valid identification (Passport, Driver's license, social security card, etc., issued by a state or federal agency). Subcontractors must be advised that all personnel must have these documents. Social Security numbers must be valid. Illegal labor will be reported to the Immigration authorities and will be prosecuted.

Drivers' must possess current, valid driver's license. Drivers making deliveries must have a valid point of contact on post, an address/location on Fort Dix for delivery, and a post phone number for that contact (not a cell phone number).

Vehicles must have current original registrations, (no photocopies), and proof of insurance. All vehicles must be able to pass roadside inspections, load safety inspections, etc.

No knives, guns, weapons, explosives, drugs, etc. are to be transported onto Fort Dix, NJ.

Threat conditions: Should the base be upgraded to Threatcon Delta, the base will be closed to traffic unless it supports the soldiers and mission directly. If the threat condition is raised to Threatcon Charlie, anticipate a two-hour delay in getting on base.

Military Police POC: SGT Stewart (609) 562-4708/2624.

Hours: 7 am – 3 pm Monday through Friday

Sailor's Pond Road

Fort Dix, NJ

(End of Summary of Changes)