

| | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------|--|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 50 | |
| 2. CONTRACT NO. W91ZLK-07-D-0006 | | 3. SOLICITATION NO. W91ZLK-06-R-0019 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 29 Sep 2006 | 6. REQUISITION/PURCHASE NO. MIPR7BDAT00131 | | |
| 7. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 TEL: FAX: | | | CODE W91ZLK | 8. ADDRESS OFFER TO (If other than Item 7) ACA ABERDEEN PROVING GROUND - W91ZLK C/O US ARMY ENVIRONMENTAL CENTER BEAL ROAD, BUILDING E-4460, RM. 120 ABERDEEN PROVING GROUND-EA MD 21010-5401 TEL: FAX: | | CODE | |

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 01:00 PM local time 30 Oct 2006
(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 ALISON W GANNON | B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-436-4127 | C. E-MAIL ADDRESS alison.gannon@us.army.mil |
|---------------------------|----------------------------|---------------------------------------------------------------------|------------------------------------------------|

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|------------------------------|------|----------------------------------------|---------|---------------------------------------------------------------------|------------------------------------------------------------------|---------------------|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/ CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES | 29 - 39 |
| X | B | SUPPLIES OR SERVICES AND PRICES/ COSTS | 2 - 7 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | | |
| X | C | DESCRIPTION/ SPECS/ WORK STATEMENT | 8 - 15 | X | J | LIST OF ATTACHMENTS | 40 - 50 |
| X | D | PACKAGING AND MARKING | 16 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 17 | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | | |
| X | F | DELIVERIES OR PERFORMANCE | 18 | | OTHER STATEMENTS OF OFFERORS | | |
| X | G | CONTRACT ADMINISTRATION DATA | 19 - 22 | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 23 - 28 | M | EVALUATION FACTORS FOR AWARD | | |

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) | | Net 30 Days | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | DATE |
| | | | |
| | | | |

| | | | |
|---------------------------------------------------------------------------------------------------|---------------|----------|-----------------------------------------------------------------------|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE OJCB1 | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
| POTOMAC HUDSON ENGINEERING, INC 7830 OLD GEORGETOWN ROAD, SUITE #220 BETHESDA MD 20814-2035 | | | |

| | | | |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------|----------------|
| 15B. TELEPHONE NO (Include area code) (b) (6) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------|----------------|

AWARD (To be completed by Government)

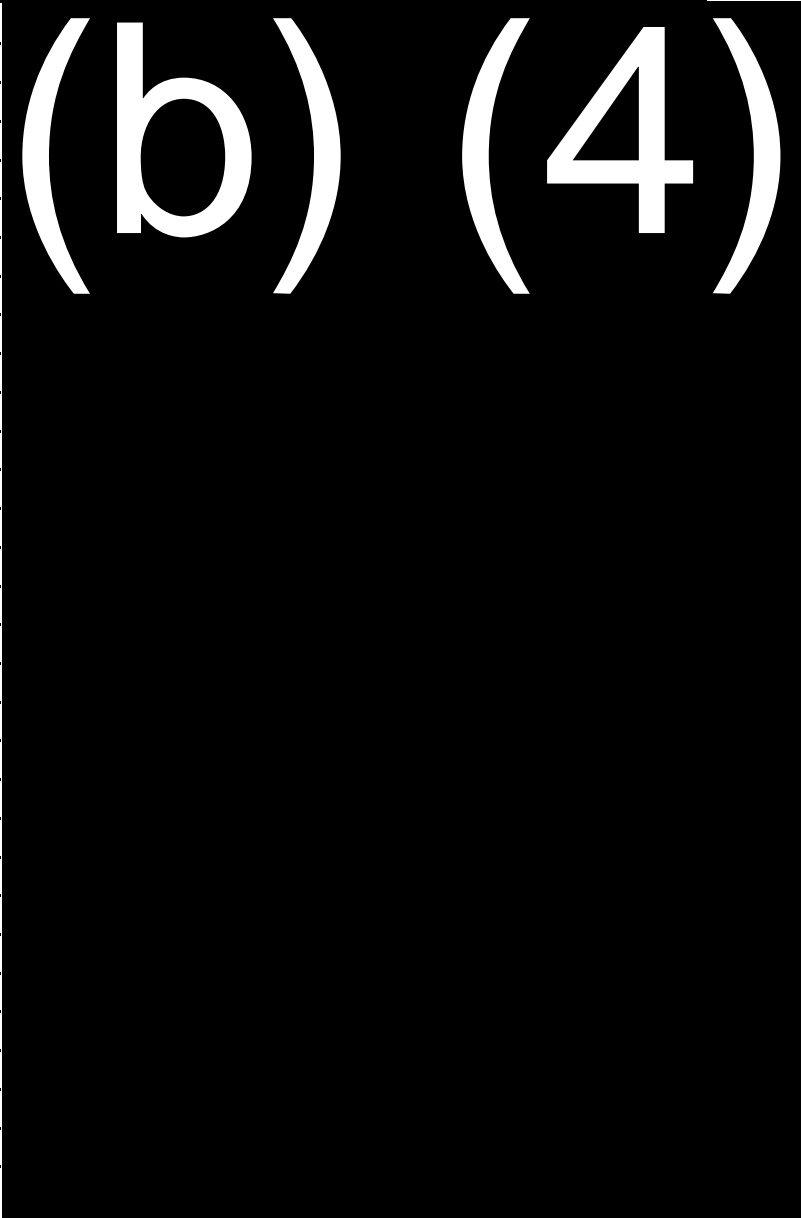
| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT \$11,000,000.00 | 21. ACCOUNTING AND APPROPRIATION See Schedule | |
| 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) | ITEM Block 25 |
| 24. ADMINISTERED BY (If other than Item 7) See Item 7 | | 25. PAYMENT WILL BE MADE BY DFAS-ROCK ISLAND - HQ0303 OPERATIONS LOCATION, BUILDING 68 ATTN: DFAS-RI-FPT PH: 888-332-7742 ROCK ISLAND IL 61299-8300 | CODE HQ0303 |
| 26. NAME OF CONTRACTING OFFICER (Type or print) ALISON W GANNON TEL: 410-436-1661 EMAIL: alison.gannon@us.army.mil | | 27. UNITED STATES OF AMERICA <i>Alison Gannon</i> (Signature of Contracting Officer) | 28. AWARD DATE 31-Jan-2007 |

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

Section B - Supplies or Services and Prices

PRICING TABLE

Potomac-Hudson

| Labor Category | | | |
|---------------------------------|-------------------------------------------------------------------------------------|-----------------|-----------------|
| ON SITE (Government Site) RATES | Base Period | Option Period 1 | Option Period 2 |
| Program Manager |  | | |
| Project Manager | | | |
| Subject Matter Experts (SMEs) | | | |
| Chemical Engineer IV | | | |
| Chemist IV | | | |
| Civil Engineer IV | | | |
| Environmental Engineer IV | | | |
| Geologist IV | | | |
| Hydrogeologist IV | | | |
| Project Engineer IV | | | |
| Scientist IV | | | |
| Toxicologist IV | | | |
| Biologist III | | | |
| Chemist III | | | |
| Civil Engineer III | | | |
| Computer Systems Analyst III | | | |
| Environmental Engineer III | | | |
| Geologist III | | | |
| Chemical Engineer III | | | |
| Computer Programmer III | | | |
| Editor III | | | |
| GIS/Graphics Specialist III | | | |
| Web Applications Developer III | | | |
| Database Administrator III | | | |
| Industrial Hygienist III | | | |
| Web Applications Developer II | | | |
| Illustrator II | | | |
| Technical Writer II | | | |
| Computer Programmer II | | | |
| Technical Writer I | | | |

| OFF SITE (Contractor Site) RATES | Base Period | Option Period 1 | Option Period 2 |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|
| Program Manager | A large black rectangular redaction covers the data cells for all 28 rows. In the center of this redaction, the text "(b)" is positioned to the left of "(4)", both in large white font. | | |
| Project Manager | | | |
| Subject Matter Experts (SMEs) | | | |
| Chemical Engineer IV | | | |
| Chemist IV | | | |
| Civil Engineer IV | | | |
| Environmental Engineer IV | | | |
| Geologist IV | | | |
| Hydrogeologist IV | | | |
| Project Engineer IV | | | |
| Scientist IV | | | |
| Toxicologist IV | | | |
| Biologist III | | | |
| Chemist III | | | |
| Civil Engineer III | | | |
| Computer Systems Analyst III | | | |
| Environmental Engineer III | | | |
| Geologist III | | | |
| Chemical Engineer III | | | |
| Computer Programmer III | | | |
| Editor III | | | |
| GIS/Graphics Specialist III | | | |
| Web Applications Developer III | | | |
| Database Administrator III | | | |
| Industrial Hygienist III | | | |
| Web Applications Developer II | | | |
| Illustrator II | | | |
| Technical Writer II | | | |
| Computer Programmer II | | | |
| Technical Writer I | | | |

Section B - Supplies or Services and Prices, continued.

AGGREGATE MAXIMUM AMOUNTS

The total AGGREGATE maximum amount to be awarded against all Task Orders on all awarded Contracts for Portfolio I is \$11 million.

The totals reflected in the paragraph above are estimates for the full term of the contracts issued and can be changed at the discretion of the Government.

MINIMUM GUARANTEE

The Government anticipates three contracts will be awarded under an unrestricted portfolio and three contracts under a small business set-aside portfolio. Each contract award made shall provide for a **MINIMUM GUARANTEE OF \$10,000.00** (total - base period plus all option periods). This minimum guarantee may be satisfied by obligating funds and/or issuing a task order against the base contract.

CONTRACTOR MANPOWER REPORTING

The solicitation and resulting contract will contain a "Accounting for Contract Services" requirement. It has been included as a NOT SEPARATELY PRICED (NSP) CLIN in Section B. The government anticipates that all offerors will include the cost of compliance with the requirement in their overhead for a given Task Order or labor rate.

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------------------|------------|---------------------|
| 1000 | | 11,000,000 | Dollars, U.S. | \$1.00 | \$11,000,000.00 NTE |

Base Year- Support Services
FFP

The period of performance is 31 January 2007 through 30 January 2008.

The contractor shall provide services in accordance with the Performance Work Statement in Section C and as specified in subsequent Task Orders.

The aggregate total awarded against the three Portfolio I (Small Business) contracts cannot exceed \$11,000,000.00 over the course of the base and two option years. The maximum amount awarded in any one year is \$11,000,000.00 minus the total dollar value of all task orders awarded against the three Portfolio I contracts over the course of the base and two option years.

FOB: Destination

| | |
|----------------|-----------------|
| MAX NET AMT | \$11,000,000.00 |
|----------------|-----------------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 100001 | | UNDEFINED | | UNDEFINED | UNDEFINED |

Minimum Guarantee
FFP

The Minimum Guarantee for this Contract is \$10,000.00.

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR7BDAT00131

| | |
|----------------|-----------|
| MAX NET AMT | UNDEFINED |
|----------------|-----------|

ACRN AA
CIN: 00000000000000000000000000000000

\$10,000.00

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------------------|------------|------------|
| 2000 | | 1 | Dollars, U.S. | \$0.00 | \$0.00 |

OPTION Option 1- Support Services
FFP

The period of performance for Option Year 1 is 31 January 2008 through 30 January 2009.

The contractor shall provide services in accordance with the Performance Work Statement in Section C and as specified in subsequent Task Orders.

The aggregate total awarded against the three Portfolio I (Small Business) contracts cannot exceed \$11,000,000.00 over the course of the base and two option years. The maximum amount awarded in any one year is \$11,000,000.00 minus the total dollar value of all task orders awarded against the three Portfolio I contracts over the course of the base and two option years.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$0.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------------------|------------|------------|
| 3000 | | 1 | Dollars, U.S. | \$0.00 | \$0.00 |

OPTION Option 2- Support Services
FFP
The period of performance for Option Year 2 is 31 January 2009 through 30 January 2010.

The contractor shall provide services in accordance with the Performance Work Statement in Section C and as specified in subsequent Task Orders.

The aggregate total awarded against the three Portfolio I (Small Business) contracts cannot exceed \$11,000,000.00 over the course of the base and two option years. The maximum amount awarded in any one year is \$11,000,000.00 minus the total dollar value of all task orders awarded against the three Portfolio I contracts over the course of the base and two option years.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$0.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 4000 | | UNDEFINED | | | NSP |

Accounting for Contract Services
FFP
The contractor shall complete all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>.
FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$0.00 |
|----------------|--------|

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT
SUPPORT SERVICES
TO THE
U.S. ARMY ENVIRONMENTAL COMMAND

1.0 INTRODUCTION.

The contractor shall provide a full range of Advisory and Assistance Services (A&AS) in support of the U.S. Army Environmental Command's (USAEC) mission: Management and professional support services; studies, analyses, and evaluation services; engineering and technical services; and administration services.

As a field-operating agency of the Assistant Chief of Staff for Installation Management (ACSIM), the USAEC implements the Army's environmental program by providing a broad range of innovative and cost-effective products and services in support of Army training, operations, and sound stewardship. Due to the changing nature of environmental program requirements, the USAEC requires a broad range of A&AS to ensure success in the implementation of the Army's environmental program. Effective and efficient management of the Army's environmental program directly enhances the ability of the Army to meet its primary mission of fighting and winning our Nation's wars.

This contract provides support to USAEC Government staff, but services will not include inherently governmental functions as defined in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1, Inherently Governmental Functions" and FAR Subpart 7.5, Inherently Governmental Functions."

The Government expects the USAEC A&AS contractors to provide excellent support by providing the right expertise at the right place at the right time.

2.0 DESCRIPTION OF SERVICES.

2.1 SUMMARY OF REQUIRED SERVICES. The A&AS services shall support all programs with disciplines consistent with USAEC's roles and responsibilities, to include but not be limited to:

- Sustainability (including environmental management systems and pollution prevention)
- Cleanup (Installation Restoration Program, Military Munitions Response Program, and Compliance Cleanup)
- Compliance (e.g., air, water, waste, etc.)
- Conservation (e.g., natural resources, cultural resources, pest management, etc.)
- National Environmental Policy Act (NEPA)
- Base Realignment and Closure (BRAC) activities
- Operational Range and Training Land Support

The contractor shall perform support tasks that require knowledge of federal, state, and/or local regulations and statutes; Army and DOD regulations; Army Transformation; and various federal and state agencies. In addition, the contractor shall support USAEC's mission and support internal operations to ensure quality assurance of its products and services. The contractor shall support the USAEC mission by providing specialized expertise and recommendations in specific subject areas. The contractor shall assist USAEC by providing logistical and organizational support. The contractor shall support USAEC's coordinating actions with other Army organizations, as appropriate, to enhance communications and efficiencies and enable quality and timely products and services. Work will be specified in individual Task Orders (TO).

Appendix A, which was provided electronically during the solicitation process provided samples of products prepared/completed via substantial contractor involvement under contracts similar to this PWS. Note the samples are in PDF format-not in the original format provided by the contractor. Due to their size, the samples comprising

Appendix A, are not included in the award document. If copies of Appendix A are desired, a request should be made to the Contracting Officer.

2.2 STRATEGIC PLANNING. The contractor shall assist in strategic planning functions such as: change management in business redirection and enhancement; business re-engineering; business management techniques; identification and deployment of measurement systems; program analyses; program planning and development; benchmarking and process migration; and, in-depth requirements analyses. The contractor shall support efforts to develop, establish, implement and sustain leading-edge techniques (e.g., Lean Six Sigma). The contractor shall provide properly qualified representatives with the technical expertise to assist USAEC in fulfilling the Command's responsibilities for implementing and evaluating strategic planning decisions.

2.3 PROJECT MANAGEMENT.

2.3.1 PROJECT MANAGEMENT PLAN AND PROJECT TRACKING PLANNING. The contractor shall develop a management plan for each TO. At a minimum, the plan will address quality and scheduling and government-contractor interactions for on-site support to ensure personal services do not occur. The contractor shall establish and maintain specific agency project management tools (e.g., databases) to track projects' status and document execution of management control measures. The contractor shall collect relevant data and compile it into files compatible for use on Army computers.

2.3.2 PRE-AWARD/POST-AWARD SUPPORT. The contractor shall provide technical assistance in management and operation of non-A&AS contracts/TOs, to include providing support in defining requirements; developing and integrating execution strategies, Statement of Objectives, Performance Work Statements (PWSs), Statements of Works (SOW), programming documents, cost estimates, and other components of the acquisition package. The contractor shall develop and provide engineering man-hour and cost estimates for project support.

2.3.3 TECHNICAL INTERCHANGE. The contractor shall provide properly qualified representatives with the technical expertise to participate in Government technical meetings pursuant to the requirements of each PWS. The contractor shall provide support for meeting agendas, meeting minutes, audiovisual equipment, facilitation, and technical presentations. Details regarding anticipated meetings will be provided under each TO.

2.3.4 DOCUMENT DEVELOPMENT AND REVIEW The contractor shall coordinate and analyze documentation for functional and technical accuracy/completeness, and for compliance with applicable regulatory and legal requirements. The contractor shall evaluate whether technical deliverables satisfy specifications and schedules. The contractor shall provide a complete analysis and evaluation to include written recommendations regarding acceptance or rejection of deliverables.

The contractor shall provide technical assistance to complete environmental planning and compliance processes necessary to conduct construction, testing, training, and operations for the Army. This will include assisting in the development and processing of compliance documents and agreements (e.g., cultural resources Programmatic Agreements, Endangered Species Act Biological Opinions, Clean Water Act Section 404 permits). The contractor shall support Army activities with federal, state, and local authorities responsible for issuing permits and/or executing compliance agreements. The contractor shall assist in documenting program and project information and requirements, organizing data to include project files, and providing administrative support, such as for regulatory and partnering sessions at Army installation locations.

In addition the contractor shall be able to create/develop project documentation, to include reports, plans, guidance documents, and informational documentation. The contractor shall possess writing and editing skills to enable communication to technical and public audiences (e.g., general public, installation environmental professionals, range managers, etc.) through appropriate media such as brochures, documents, and web sites.

2.3.5 CONFERENCE/MEETING SUPPORT. The contractor shall provide conference and meeting support assistance such as facilitators, graphic support, study materials, facilities, invitations, stakeholder involvement, community relations, and risk communication.

2.3.6 LEGISLATIVE AND REGULATORY ANALYSIS AND EVALUATION. The contractor shall provide impact analyses of proposed legislative and regulatory requirements. The contractor shall advise on the interpretation, application, and potential impact of proposed and new legal requirements, including the evaluation of shortfall requirements and advice on agency guidance to installations and activities for Army implementation. The contractor shall be knowledgeable in current and upcoming regulations.

2.3.7 TECHNOLOGIES. The contractor shall evaluate commercially available and emerging technologies in support of the USAEC environmental efforts. The contractor may be required to analyze experimental designs and provide recommendations concerning adoption of these designs and help audit the performance of new technologies. The contractor shall evaluate cost, performance, applicability of methods, development of initial methodologies and life cycle cost analysis. The contractor may be required to perform demonstration projects for the Government, and support regulatory agencies, if appropriate. The contractor shall provide technical management and operation of demonstration projects performed under non-A&AS contracts/TOs. The contractor shall evaluate cost, performance, applicability of methods, development of initial methodologies and life cycle cost analysis.

2.3.8 COST AND SCHEDULE SUPPORT. The contractor shall provide cost and schedule development and analyses to include status of cost and schedule performance of projects. This support includes evaluations of non-A&AS contractors, project status reporting, development of Estimates at Completion and providing cost performance improvement recommendations and alternative corrective measures to recover from schedule lapses and cost overruns. The Contractor shall sign confidentiality and non-disclosure agreements prohibiting the Contractor from using information obtained in the performance of his/her duties under this contract to bid on follow-on work or to obtain a competitive advantage. Requirements may also include providing cost and schedule training.

2.3.9 TRAINING SUPPORT. The contractor shall provide administrative and technical support for training workshops and other training-related activities supporting the USAEC mission (e.g., subject area technical input, training materials, training median [classroom, WebX, etc], coordination activities, etc).

The Army will only provide training to the contractor that is specific to the operation of the Army and pertains to knowledge not generally available to the business community. All other training, including the cost of travel, registration and time to attend will be at the expense of the contractor.

2.3.10 TECHNICAL AND SCIENTIFIC STUDIES AND ANALYSIS. The contractor shall conduct technical and scientific (to include engineering) studies. The contractor shall be able to develop scientific approach and work to include study and analysis techniques, as well as provide analysis of environmental assessments, and to conduct natural and cultural resource studies and analysis.

2.4 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC).

2.4.1 QA/QC SUPPORT. The contractor shall perform QA/QC support related to necessary project monitoring and reporting. The contractor shall also inspect non-A&AS contractor field activities to ensure they are being conducted according to Army, regulatory, and project-specific procedures and that the resulting data are legally and technically defensible. Quality measures shall include documentation, photographs, daily field observation log and reports of immediate health and safety hazards observed. The contractor shall assist the Government in performing Government-scheduled site visits/audits/assessments and advise on corrective actions needed.

2.4.2 DATA AND ANALYSIS SUPPORT. The contractor shall help ensure that other contractors are generating accurate data and analysis in support of the USAEC mission. The contractor shall develop QA/QC elements for emerging technologies when not available to meet program needs. The contractor shall perform technical analysis of site data and reports and analyze technical comments submitted by regulatory agencies to USAEC in accordance with appropriate laws and regulations. The contractor shall provide properly qualified representatives with the

technical expertise to support USAEC involvement in data and reporting systems (e.g., quality control review of installation-submitted data, development of change requests to enhance quality assurance and to respond to changing requirements).

3.0 SERVICES DELIVERY SUMMARY (SDS). The contractor shall perform A&AS in accordance with the requirements of this PWS. The service requirements will be summarized into performance objectives and standards in individual TOs.

4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES. To be specified under each TO. (e.g. RACER software, on-site office space, etc.). The Government may provide on-site office space and equipment. Contractors are not to assume that government space is available to house contractor personnel or that equipment will be provided by the Government for any contractor personnel. The Government shall provide access (e.g., login rights), for appropriate contractor staff only, to appropriate Government Web pages, reporting data, and reporting systems. For access rights approved via non-government computers, required information technology documentation must be provided by the contractor to conform with appropriate government information technology and security requirements identified in AR 25-2. The Government reserves the right to deny physical and logical access to individuals who cannot meet access requirements to DoD and Army networks, systems, and standalone computers.

4.1 DATA SECURITY. All data required, used, or otherwise handled remains the property of the USAEC or installation or agency that provided it. Datasets or other materials related to this task may not be used for publication without the expressed written consent of the USAEC and the owning installation or agency. The contractor shall contact the owning installation or agency to discuss data manipulations and authorship prior to conducting data analysis with the intent of publication. The contractor shall make available to the USAEC and the owning installation or agency draft copies of any publications, based on work conducted or data collected under this contract, for their review and comment.

Any computer connected to an Army network is subject to configuration control by the network to which it is connected. Section 4-28 of AR 25-2 includes laptop/notebook computers as well as any other device with computing, storage, and connectivity, within the definition of Portable Electronic Devices (PEDS) and Information Systems (IS). Information systems, whether desktop computers or PEDS, must support Public Key Infrastructure (PKI), digital certificates, Federal Information Processing Standards (FIPS), or National Security Agency (NSA) validated cryptic modules or data encryption standards appropriate for the classification level of the information processed. Information systems, which include both government and contractor computers, must support Department of Defense (DoD) Common Access Card (CAC) PKI to be used on an Army network.

Contractor use of contractor equipment must be “mission essential” and compliant with all Certification and Accreditation (C&A) standards of any Army network to which they are connected. Appropriate authorities controlling any network (wireless or wired) must approve all the connections and configurations. All contractor equipment is subject to inspection and Information Assurance (IA) requirements. All users are required to go through annual Army security awareness training regarding the physical and information security vulnerabilities and policies of the device.

5.0 GENERAL INFORMATION.

5.1 MANAGEMENT OF DELIVERABLES AND REPORTING.

5.1.1 TECHNICAL REPORTS AND DOCUMENTS. The contractor shall provide technical reports and documents as specified for each TO to include service requirements outlined in each individual TO.

5.1.2 PRESENTATION MATERIALS. The contractor shall provide Presentation Materials as specified in each individual TO.

5.1.3 PROJECT PLANNING CHART. The contractor shall provide a Project Planning Chart as specified in each individual TO.

5.1.4 PROJECT STATUS REPORT. The contractor shall provide a Project Status Report (PSR) as specified in each individual TO. The contractor shall prepare a monthly PSR for each task under each requirement. Each PSR shall include status, issues, and anticipated actions.

5.1.5 PERFORMANCE AND COST REPORT. The contractor shall provide a Performance and Cost Report (PCR) as specified in each individual TO. The contractor shall prepare a monthly PCR, which shall be organized by CLIN and shall differentiate tasking costs individually and separately to facilitate task cost monitoring. The report shall include costs incurred through the calendar month prior to the report.

5.2 APPLICABLE DOCUMENTS. The Contractor shall identify and comply with all applicable federal, state, and local statutes and regulations; Army strategic plans, regulations, guidance, pamphlets, manuals, handbooks, and policy letters; Executive Orders (EOs); and appropriate international and/or national industry codes recognized and adhered to by the Government, including all changes and amendments in effect on the date of issuance of each TO. It is the Contractor's responsibility to identify and comply with all applicable requirements. Installation-specific requirements shall be identified in each TO.

5.2.1 ON-SITE CONTRACTOR PERSONNEL. In those instances where contractor personnel are to be co-located at the USAEC, the contractor shall ensure that all personnel comply with the 12 Dec 2005 memorandum issued by the Office of the Assistant Secretary of the Army for Acquisition, Logistics, and Technology, "Contractors in the Government Workplace." Specifically, the Contractor shall ensure that their personnel:

- Display name and the name of the company while in the work area;
- Wear and display a building pass at all times readily identifying the individual as a contractor employee;
- Include the company's name in his or her e-mail display; and
- Identify themselves as contractors when attending meetings, answering or placing calls on Government telephones and when leaving outgoing or incoming messages on voice mail, or working in situations where their actions could be construed as official Government acts. Use of acronyms in this identification is insufficient to meet the requirement.

5.2.1 CONTRACTOR IDENTIFICATION BADGES

The prime contractor shall identify in writing one individual who will be the point of contact (POC) for the coordination of security and contractor identification badges of his employees, sub-contractors or any one else needed to perform contractual work under this contract. Prior to any individual requesting security or contractor identification badges, the contractor's POC shall notify the Security Office, Building 4304 at (410) 306-1150 by email the following information:

a. Prime Contractor Employee: Prime Contractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Prime Contractor's Email Address - Individuals Full Name.

b. Subcontractor Employees: Subcontractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Subcontractor's Email Address - Individuals Full Name.

5.2.2 BADGE SAFEGUARDING. The prime contractor shall ensure that all Government issued badges that were requested and issued are returned to the security office in Building 4304 at the completion of the contract. Failure to return any Government issued badges shall be reflected negatively in future past performance evaluations. The prime contractor shall insure that individuals issued Photographic Security Badges and Contractor Identification Badges properly safeguard them. When an individual does not have his or her badge in their possession, the badge shall be secured, shall not be left unattended in vehicles, or left in the possession of a third party or displayed outside of the areas which they are to be used.

5.2.3 KEY PERSONNEL. Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the Performance Work Statement (PWS). These are defined as “Key Personnel”. The following positions, at minimum, will be designated as "Key Personnel" for the basic contract:

- Program Manager.

In addition, at the Task Order level, the following will be designated as "Key Personnel”;

- Project Manager
- Subject Matter Expert

Beyond the positions specified herein, the Contractor shall define all additional positions that they will categorize as “key personnel” positions. The Contractor shall provide supporting rationale as to why those positions were determined as “key personnel” positions. When a proposal is submitted for an individual Task Order, the contractor shall provide resumes for the actual individuals proposed for the Task Order Execution.

1. If any of the “key personnel” become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer and the COR, in writing. The Contractor shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

2. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary for approval of the proposed substitution.

3. If the replacement of key personnel does not occur in a timely manner such that the resultant reduction of productive effort is so substantial as to impair the successful completion of the task order, the task order may be terminated by the Contracting Officer. This termination may be cause for default or for the convenience of the Government, as appropriate.

6.0 PERIOD OF PERFORMANCE. The total period of performance is expected to be three (3) years, one base year and two option periods. Period of performance on individual TOs will be specified in each TO PWS.

7.0 NON-PERSONAL SERVICES. The Contractor, as an independent contractor and not as an agent of the Government, shall provide personnel to perform non-personal services in accordance with this PWS. The COR will not supervise contractor employees, and task direction will be by the COR to contractor manager only.

ACCOUNTING FOR CONTRACT SERVICES (MAR 2005): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer’s Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including subcontractors);
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors);

- (7) Total payments (including subcontractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

OSHA STANDARDS (OCT 1999): Contractor must comply with all applicable OSHA standards.

DOCUMENT REPORTING (OCT 1999): The cover of each document produced by the contractor must contain, as a minimum, the information listed below:

- a. Name and business address of the contractor.
- b. Contract number.
- c. Total dollar value of the contract.
- d. Whether the contract was competitively or noncompetitively awarded and basis of award (technical, cost basis, best value, etc.).
- e. Requiring activity (including office identification and location) and responsible person within the organization.
- f. Disclaimer statement, such as, "The views, opinions, and findings contained in this document are those of the author(s) and should not be construed as official Department of the Army position, policy, or decision, unless so designated by other official documentation."

IDENTIFICATION OF CONTRACTOR EMPLOYEES (OCT 2000):

- a. All contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. The badges shall be colored white with black lettering and a minimum badge size of 1.5 inches tall by 3

inches long. A company logo may be placed on the badge, at the company's discretion. No other items may be placed on the badge.

b. Contractor workspace (office, laboratory, desk) shall contain a sign signifying the space is occupied by "contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location with the COR.

c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars.

d. All contractor correspondence (written, facsimile, and email display) shall include their company name.

Section D - Packaging and Marking

PACKAGING/MARKING

1. Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - a. Identifies the task order number under which the item is being delivered.
 - b. Identifies the deliverable CLIN Number or Report Requirement, which requires the deliverable.
 - c. Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
2. Preservation, marking, and packing for shipment or mailing of all data delivered hereunder shall be in accordance with good commercial practice and adequate to ensure safe arrival and acceptance by the post office or other carrier.
3. In lieu of mailing, the Contractor may electronically submit (e-mail) reports to the designated Contract Officer Representative identified for each Task Order. All electronic submittals shall use Microsoft Word 2000 or newer format and/or Microsoft Excel 2000 or newer format.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------|----------------------------------------------|----------|
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.246-5 | Inspection Of Services Cost-Reimbursement | APR 1984 |
| 52.246-6 | Inspection--Time-And-Material And Labor-Hour | MAY 2001 |

GOVERNMENT ACCEPTANCE OF WORK

Acceptance of all work and effort under this contract (including Reporting Requirements, if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

CONTRACTOR QUALITY CONTROL

The Contractor shall utilize a Quality Control (QC) system to ensure services are completed in accordance with contract requirements. The operation of the Quality Control system must be described in a written plan maintained and made available to the COR. The initial QC plan and all revisions shall be acceptable to the Contracting Officer, or any duly designated representative, prior to implementation.

Section F - Deliveries or Performance

TERM OF CONTRACT

1. Base Period of Performance: The base period of performance will commence on the specified effective date of the contract and continue for one year.
2. Option Periods of Performance: Each option period of performance (first option period through the second option period) will commence upon the effective date of option exercise pursuant to FAR 52.217-9 and continue for one year.
3. In addition to the extension of performance that may be effected through exercise of the first and second option periods, the contract may be further extended for up to six (6) additional months pursuant to the Section I clause entitled "52.217-8 OPTION TO EXTEND SERVICES."

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|------------------------------------------|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.242-17 | Government Delay Of Work | APR 1984 |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 217202000007223400493008160003230ENVR00MIPR7BDAT001317V2083S18001
AMOUNT: \$10,000.00
CIN 00000000000000000000000000000000: \$10,000.00

DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE (COR)

1. On contract award and individual task order awards, the Contracting Officer will designate an individual to serve as the COR. The COR will be responsible for assisting the Contracting Officer in monitoring technical compliance, administrative tasks, and funds expenditures. The COR is not authorized to negotiate any terms or agreements with the Contractor that modify the contract; direct work outside the scope of the contract that would constitute a change as defined under the applicable "Changes" clause of the contract; cause any increase or decrease in the contract price; or interfere with the Contractor's right to perform under the terms and conditions of the contract. A copy of the COR designation specifying all COR duties and responsibilities will be provided to the Contractor upon task order award.

2. The authority and responsibilities as a COR or alternate COR are individually delegated and may not be redelegated. If the COR is absent or otherwise not available and technical direction is required to be issued to the Contractor, the Contractor should seek such direction from the alternate COR. If both COR and alternate COR are absent, the only other person who is authorized to issue such direction is the KO. No other person is authorized to act in an official capacity on behalf of the COR or alternate or otherwise assume COR authority.

CONTRACT ADMINISTRATION

The name, title, phone number, office name, and complete mailing address of the Contractor's primary and alternate points of contact for contract administration, including defective or improper invoices, are as follows:

Name: (b) (6)
Title: (b) (6)
Phone Number: (b) (6)
E-mail address: (b) (6)
Fax Number: 301-907-3446
Company Name: Potomac-Hudson Engineering, Inc.
Address: 7830 Old Georgetown Road, Suite 220
City/State/Zip: Bethesda, MD 20814

Name: (b) (6)
Title: (b) (6)
Phone Number: (b) (6)
Email address: (b) (6)
Fax Number: 301-907-3446
Company Name: Potomac-Hudson Engineering, Inc.
Address: 7830 Old Georgetown Road, Suite 220
City/State/Zip: Bethesda, MD 20814

MILESTONE PAYMENTS

Payments will be made to the contractor based on the milestone schedule approved in the Task Order. The contractor will be able to invoice and be paid with the acceptance of the milestone by the Government.

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests MAY 2006

INSTRUCTIONS TO PAYING OFFICE AND AMINISTRATIVE CONTRACTING OFFICE (AUG 1999)

- a. The Contracting Office representative is: **Alison W. Gannon**

Name: U.S. ARMY CONTRACTING AGENCY
4118 SUSQUEHANNA AVENUE
ABERDEEN PROVING GROUND, MD 21005-3013

Organization Code: SFCA-NR-APC-AEC

Telephone Area Code and Number: 410-436-1661

Email: Alison.Gannon@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information: DFAS Rock Island Customer Service

Telephone Inquiries: 1-888-332-7742

FAX: 1-877-426-4270

Via the Web: <https://myinvoice.csd.disa.mil/index.html>

ARMY ELECTRONIC INVOICING INSTRUCTIONS

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)
- Web Invoicing System (WInS) (<https://ecweb.dfas.mil>)
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)
- Other (please specify) See Clause AMCAC 52.0242-4002 listed in Section G

DFAS PHONE: 309-782-9051

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Rock Island (HQ0303), Operations Location Building 68, Attn: DFAS-RI-FPT, Rock Island, IL 61299-8300, at 888-332-7742, or faxed to 877-426-4270. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT

- Commercial Item Financing
- Construction Invoice (contractor only)
- Invoice (contractor only)
- Invoice and Receiving Report (COMBO)
- Invoice as 2-in-1 (Services only)
- Performance Based Payment (Government only)
- Progress Payment (Government only)
- Cost Voucher (Government only)
- Receiving Report (Government only)
- Receiving Report With Unique Identification (UID) Data (Government only)
 - UID is a new globally unique “part identifier” containing data elements used to track DOD parts through their life cycle.
- Summary Cost Voucher (Government only)

| Data Field | Corresponding Data |
|-------------------------------------|--------------------|
| CAGE CODE: | |
| ISSUE BY DODAAC: | |
| ADMIN BY DODAAC: | |
| INSPECT BY DODAAC: | |
| ACCEPT BY DODAAC: | |
| SHIP TO DODAAC: | |
| LOCAL PROCESSING OFFICE DODAAC: | |
| PAYMENT OFFICE FISCAL STATION CODE: | |
| EMAIL POINTS OF CONTACT LISTING: | |
| INSPECTOR: | |
| ACCEPTOR: | |
| RECEIVING OFFICE POC: | |
| CONTRACT ADMINISTRATOR: | |
| CONTRACTING OFFICER: | |
| ADDITIONAL CONTACT: | |
| FOR MORE INFORMATION CONTACT: | |

CORRESPONDENCE PROCEDURES

1. To promote timely and effective administration, correspondence submitted under this contract and resulting Task Orders shall include the contract number, position and location of work, and shall be subject to the following procedures:

a. Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the designated Contracting Officer's Representative (COR), with an information copy of the correspondence sent to the Contracting Officer. The name and address of the COR will be provided on each task order.

b. Other Correspondence: All correspondence other than technical correspondence shall be addressed to the Contracting Officer designated at the time of award.

Section H - Special Contract Requirements

TASK ORDERS

Task Orders may be written as any of the following contract types:

Firm-Fixed-Price and Cost Reimbursement.

TASK ORDER COMPETITION

Task Orders shall be competed against either the Full and Open Portfolio awardees or the Small Business Portfolio awardees. The decision of which portfolio to use in the competition is the Government's discretion. The decision is a business decision that will be based on the requirements of the individual task order (i.e. nature, scope, complexity and other factors as deemed appropriate for the action). The type of competition is a Contracting Officer decision, not subject to the Disputes clause.

TASK ORDER PROCEDURES

Specific performance assignments will be made by the Government by issuance of task orders wherein the work to be performed will be described in terms of scope, products required, schedules milestones, price thereof.

The procedure for establishing task orders will be as follows:

a. When the Government has a requirement for work to be performed against the resulting contracting, the Contracting Officer will determine which "Portfolio" to compete the Task Order and forward a Request for Task Order Competition (RTOC). The RTOC will provide each contractor in the competition, the Performance Work Statement (PWS), describing the requirements and objectives of the requirement, and all other applicable documents (Wage Rates, DD 254, appropriate reference material, Government Furnished Material, etc.). The RTOC will set forth a task accomplishment schedule, describe any report requirements, and set forth other information and data as necessary for task accomplishment. Additionally, the RTOC will provide all evaluation factors, their importance and any considerations under cost technical trade determination, best value definition (low cost/technically acceptable or cost technical trade-offs), establish a closing date for the completion of the Task Order and any other pertinent information required for the fair competition of the requirement.

b. Assignment of Task Orders:

(1) A Task Order will be awarded to the Contractor in accordance with the evaluation factors listed in the RTOC.

(2) Task Orders will be issued only by the US Army Contracting Agency, Aberdeen Proving Ground, MD.

FAIR OPPORTUNITY

Pursuant to DFARS 216.505-70(b), task orders exceeding \$100,000.00 shall be placed on a competitive basis unless an allowable exception to the fair opportunity process applies and is determined to serve in the Government's best interest. The allowable exceptions set forth in FAR 16.505(b)(2)(i) and DFARS 216.505-70(b)(2) are synopsized below:

- Urgency
- Sole source due to unique or specialized nature of the requirement and only one awardee is capable of providing support at the required level of quality
- Sole source based on the interest of economy and efficiency, i.e., logical follow-on to an order already placed under the requirement
- Required to satisfy a minimum guarantee.
- Expressly authorized by statute for award to a specified source

PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by these Task Orders are vital. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the efforts described in the sample Task Orders and the subsequent Task Orders.

(2) After the issuance of any Task Order, the Contractor shall have up to 14 work days prior to the effective date of the contract in which to conduct phase-in. If the work is to occur at the Government Installation, office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the Task Order's PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.

(3) Each Task Order will state the date the Contractor shall assume full responsibility for the effort covered by the PWS.

(4) During phase-in the Contractor shall: Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period and all activities necessary to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full contract performance.

(b) Contractor Phase-out

(1) Prior to task order completion, a successor contractor(s) may be selected to perform the work requirements covered by the PWS. The Contractor shall conduct an orderly phase-out of all required activities prior to completion of this contract and assumption of responsibility for the effort described in the PWS by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities.

(2) Upon written notice by the Contracting Officer prior to the contract completion date, the Contractor shall conduct phase-out activities for up to 30 calendar days in accordance with FAR 52.237-3, Continuity of Services.

REIMBURSEMENT FOR TRAVEL

TRAVEL ON COST TYPE TASK ORDERS

1. Costs incurred by Contractor personnel for travel, including costs of lodging, per diem, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code; or by any local General Services Administration travel regulations. All travel must be in accordance with Federal Travel Regulations.
2. The Contractor will be reimbursed by the Government for travel and per diem expenses incurred by the Contractor's personnel for contract purposes only when specifically authorized by the Contracting Officer Representative prior to the travel.
3. Reimbursement shall not exceed the maximum limits authorized in this contract. All Contractor claims for travel reimbursement shall include receipts for airfare, lodging, car rentals, and any incidental expenses exceeding \$25.00.
4. Travel reimbursement is limited to the direct costs of travel and per diem expenses. No payment will be made for profit added to the travel costs.
5. The Contractor is required to make a good faith effort to obtain the lowest customary standard coach, or equivalent airfare. The Contractor should be prepared to defend any Contractor acquired airfare charges if the Government questions invoiced airfare charges as not being the lowest customary standard, coach, or equivalent fare.

6. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare are unallowable except to avoid:

- a. non-circuitous routing;
- b. travel during unreasonable hours;
- c. excessively prolonged travel;
- d. additional travel costs that would be associated with the standard fare.

7. Any airfare costs in excess of the above standard must be documented and justified to be allowable. The justification shall be submitted with the invoice.

CONFIDENTIALITY OF INFORMATION

1. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- a. Information which, at the time of receipt by the Contractor, is in the public domain;
- b. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- c. Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- d. Information, which the Contractor can demonstrate, was received from a third party who did not require the Contractor to hold it in confidence.
- e. The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

2. The Contractor shall flow down the requirements of this clause to all subcontracts.

CONFLICT OF INTEREST

1. The Contractor shall obtain the following "Nondisclosure and Employee Conflict of Interest" statements from all support service personnel employed under any Task Order effort.

"NONDISCLOSURE AND EMPLOYEE CONFLICT OF INTEREST"

NONDISCLOSURE: I, (employee's name), hereby agree as a condition of employment, and in certain cases under penalty of law, that I will not, unless authorized, disclose to the public or any unauthorized government employees, any oral or written information which was obtained in the performance of this contract. This agreement applies to classified and unclassified information and materials relating to all aspects of contractual performance.

CONFLICT OF INTEREST: I, (employee's name), hereby agree as a condition of employment, to report to my immediate supervisor any actual or apparent conflict of interest during my term of employment with regards to contractual support for the USAEC. This reporting applies to financial or employment interests in subcontractors, or potential subcontractors to the prime support contract, employment or financial relationships with prime or

subcontractors doing business with USAEC, or any present or future personal or business relationships with government employees who are employed within the General Services Administration or other USAEC activity.

2. This information will be supplied to the Contracting Officer or authorized representative upon request or upon the identification of an actual or apparent conflict of interest. This disclosure will be made on a continuing basis and a negative affirmation will be made at least annually.

EMPLOYEE CLEARANCE PROCEDURES

For on-site task order awards the Contractor shall establish employee clearance procedures, in accordance with existing installation procedures, to ensure that all property, keys, identification badges, and other such items are recovered when an employee performing under this contract is terminated or leaves the Contractor’s employment voluntarily. Such procedures shall be followed by any Contractor employee who will no longer be working under this contract for whatever reason. The Contractor shall use a contractor developed clearance, to document completion of all clearance actions, and all completed clearance forms shall be made available for review by the COR upon request.

INSURANCE REQUIREMENTS (JUL 1999)

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman’s compensation and employer’s liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

| | <u>Each Person</u> | <u>Per Occurrence</u> | <u>Property Damage</u> |
|---------------------------------|--------------------|-----------------------|------------------------|
| Comprehensive General Liability | None | \$500,000 | None |
| Automobile Liability | \$200,000 | \$500,000 | \$20,000 |

APPLICABLE WAGE DETERMINATIONS

Applicable Wage Decisions/Determinations shall be provided with all Task Orders that are subject to the Service Contract Act (SCA). The Contractor shall comply with the Service Contract Act and related clause when Task Order requirements are covered by the Act.

It is the responsibility of the Contractor to verify they are in compliance with the Service Contract Act. Questions pertaining to the application of contract labor standards or the selection of appropriate WDs for specific contract actions should be referred to the contracting officer. Contractors can utilize the site below for information regarding applicable WD’s and guidance in selecting WD’s.

<http://www.wdol.gov/index.html>

See Section J for 2005-2247, Baltimore, Maryland Wage Determination.

DATA RIGHTS

The Government has unlimited rights to all documents and material produced under this Contract, and all Task Orders written against the Contract. All documents and materials, to include the source codes of any software,

produced under this contract, to include all Task Orders written against the contract, shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights under the applicable Data rights clause(s) contained herein.

PREPARATION OF COST PROPOSALS FOR TASK ORDERS (JAN 2000)

The Contractor shall submit his written cost proposal based upon the task to be performed. He shall provide the following, as appropriate:

- a. Number of hours by category of labor.
- b. Hourly rate of each labor category.
- c. List of materials/equipment with copy of supplier quotes.
- d. Travel requirements to include number of trips, locations, means of transportation, per diem, etc.

CONFORMANCE OF LABOR CATEGORIES (JUL 1999)

Labor categories not listed on a Department of Labor (DOL) wage determination must be conformed in accordance with applicable DOL regulations and subject to DOL review and acceptance. Risks associated with the incorrect conformance are borne by the contractor. If DOL determines that the conformed rate is incorrect and requires a higher rate to be paid, the contractor will not be entitled to compensation for the base year or the option years. Application of FAR 52.222-43 at the time of option exercise is limited to increases in labor categories initially included on the wage determination or increases in the conformed rate approved by DOL. For example, a labor category is conformed at \$6.00 an hour and the DOL review establishes \$8.00 an hour as the correct rate. No increase in entitlement is due for the base year. At the time of option exercise, the new wage determination provides for \$8.40 for that labor category. Entitlement at the time of option exercise would be the increase of \$.40 required by the wage determination or \$6.40. The contingency of an incorrect conformance is not a contingency within the meaning of FAR 52.222-43.

GOVERNMENT-CONTRACTOR RELATIONSHIPS (SEP 1999)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--------------------------------------------------------------------------------------------------------------------------------|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2005 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | JUL 2006 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | NOV 2006 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.216-7 | Allowable Cost And Payment | DEC 2002 |
| 52.216-8 | Fixed Fee | MAR 1997 |
| 52.216-16 | Incentive Price Revision-Firm Target | OCT 1997 |
| 52.216-24 | Limitation Of Government Liability | APR 1984 |
| 52.219-7 | Notice of Partial Small Business Set-Aside | JUN 2003 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.222-2 | Payment For Overtime Premiums | JUL 1990 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-41 | Service Contract Act Of 1965, As Amended | JUL 2005 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | NOV 2006 |
| 52.222-50 | Combating Trafficking in Persons | APR 2006 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2006 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-14 | Rights in Data--General | JUN 1987 |
| 52.227-23 | Rights to Proposal Data (Technical) | JUN 1987 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-7 | Payments Under Time-And-Materials And Labor Hour Contracts | AUG 2005 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |

| | | |
|--------------------|----------------------------------------------------------------------------------------------------|----------|
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-32 | Performance-Based Payments | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.232-37 | Multiple Payment Arrangements | MAY 1999 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.239-1 | Privacy or Security Safeguards | AUG 1996 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-1 Alt III | Changes--Fixed Price (Aug 1987) - Alternate III | APR 1984 |
| 52.243-2 | Changes--Cost-Reimbursement | AUG 1987 |
| 52.243-3 | Changes--Time-And-Material Or Labor-Hours | SEP 2000 |
| 52.244-6 | Subcontracts for Commercial Items | SEP 2006 |
| 52.245-1 | Property Records | APR 1984 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.248-1 | Value Engineering | FEB 2000 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed- Price) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies | DEC 2004 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | NOV 2003 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2004 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests | MAY 2006 |
| 252.232-7004 | DOD Progress Payment Rates | OCT 2001 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

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 for the U.S. Army Environmental Center by the US Army Contracting Agency, Aberdeen Proving Ground, Maryland. Such orders may be issued from the date of basic award through 3 years from date of basic award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, 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 **\$5,000,000.00**;

(2) Any order for a combination of items in excess of **\$10,000,000.00**; or

(3) A series of orders from the same ordering office within **5** 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 **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in

the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the period of performance end date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **15** calendar days of the expiration date of the contracts (or last option period); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** 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**.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States 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) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information

pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THE FOLLOWING IS FOR INFORMATION ONLY. IT IS NOT A WAGE DETERMINATION.

To find the General Services (GS) Locality Pay Tables, access on-line for your business locale at <http://www.opm.gov/oca/06tables/indexGS.asp>

To find the Service Contract Act Directory of Occupations, access online at <http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm>

| | |
|--------------------|-------------------------------|
| EMPLOYEE CLASS | (2006 General Schedule (Base) |
| Biologist, GS-0401 | GS 12 & GS 13 |

| | |
|-----------------------------------------------------------------------------------------|-----------------------------|
| Biologist/Toxicologist, GS-0401 | GS 12 & GS 13 |
| Chemical Engineering, GS-0893 | GS 12, GS 13 & GS 14 |
| Chemist, GS-1320 | GS 12 & GS 13 |
| Civil Engineering, GS-0810 (SPECIAL PAY) | GS 12, GS 13 & GS 14 |
| Environmental Engineering, GS-819 (SPECIAL PAY) | GS 11, GS 12, GS 13 & GS 14 |
| Geologist, GS-1350 | GS 12, GS 13 & GS 14 |
| Geophysics, GS-1313 | GS 12 & GS 13 |
| GIS/Remote Sensing Specialist, GS-0470 | GS 12 & GS 13 |
| Hydrology Series, GS-1315 | GS 12, GS 13 & GS 13 |
| Industrial Hygienist, GS-0690 | GS 12 & GS 13 |
| Information Technology Specialist, (Sys Anal/Appl Softwr)GS-2210 (SPECIAL PAY) | GS 12 & GS 13 |
| IT Computer Specialist, GS-2210 (SPECIAL PAY) | GS 12 & GS 13 |
| Project Engineer, GS-0801 | GS 13, GS 14 & GS 15 |
| Technical Writer, GS-1083 | GS 11, GS 12 & GS 13 |
| Visual Information Specialist, GS-1084 | GS 11, GS 12 & GS 13 |
| Writer Editor, GS-1082 | GS 11, GS 12 & GS 13 |

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

- (1) "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.

(i) 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--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) 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.

(c) 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 --

(1) 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.

(d) 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 --

(1) 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.

(e) 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:

(1) 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.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
| <hr/> | | |
| <hr/> | | |
| <hr/> | | |
| <hr/> | | |

TOTAL _____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

MULTIPLE AWARD TASK ORDER CONTRACT AND DELIVERY ORDER CONTRACT OMBUDSMAN
(DEC 2005)

a. In accordance with FAR 16.505(b)(5), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

Ms. Carolyn Gonser
U.S. Army Contracting Agency
North Region Headquarters
11 Bernard Road, Building 10
Fort Monroe, VA 23651-1001

Telephone: (757) 788-5855
Facsimile Number: (757) 788-4179
E-mail Address: carolyn.gonser@monroe.army mil

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the contracting officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made within 5 workdays of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

(1) Deny the contractor's complaint; or,

(2) Require that the contracting officer take corrective action regarding the complaint.

e. If the contracting officer does not agree with the decision of the ombudsman, the matter shall be referred to the cognizant Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION
05-2247 MD,BALTIMORE

WAGE DETERMINATION NO: 05-2247 REV (02) AREA: MD,BALTIMORE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2248

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 2005-2247
William W.Gross Division of | Revision No.: 2
Director Wage Determinations| Date Of Revision: 11/20/2006

State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---------------------------------------------------------|-------------------|
| 01000 - Administrative Support And Clerical Occupations | |
| 01011 - Accounting Clerk I | 13.79 |
| 01012 - Accounting Clerk II | 15.49 |
| 01013 - Accounting Clerk III | 17.32 |
| 01020 - Administrative Assistant | 21.45 |
| 01040 - Court Reporter | 17.49 |
| 01051 - Data Entry Operator I | 12.67 |
| 01052 - Data Entry Operator II | 13.82 |
| 01060 - Dispatcher, Motor Vehicle | 16.50 |
| 01070 - Document Preparation Clerk | 12.62 |
| 01090 - Duplicating Machine Operator | 12.62 |
| 01111 - General Clerk I | 12.83 |
| 01112 - General Clerk II | 14.07 |
| 01113 - General Clerk III | 16.03 |
| 01120 - Housing Referral Assistant | 20.84 |
| 01141 - Messenger Courier | 9.92 |
| 01191 - Order Clerk I | 14.69 |
| 01192 - Order Clerk II | 16.02 |
| 01261 - Personnel Assistant (Employment) I | 15.45 |
| 01262 - Personnel Assistant (Employment) II | 17.49 |
| 01263 - Personnel Assistant (Employment) III | 20.87 |
| 01270 - Production Control Clerk | 20.78 |
| 01280 - Receptionist | 12.29 |

| | |
|------------------------------------------------------|-------|
| 01290 - Rental Clerk | 15.45 |
| 01300 - Scheduler, Maintenance | 15.45 |
| 01311 - Secretary I | 16.11 |
| 01312 - Secretary II | 17.61 |
| 01313 - Secretary III | 20.84 |
| 01320 - Service Order Dispatcher | 14.76 |
| 01410 - Supply Technician | 21.45 |
| 01420 - Survey Worker | 17.49 |
| 01531 - Travel Clerk I | 11.06 |
| 01532 - Travel Clerk II | 12.06 |
| 01533 - Travel Clerk III | 13.14 |
| 01611 - Word Processor I | 13.76 |
| 01612 - Word Processor II | 15.45 |
| 01613 - Word Processor III | 17.49 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.88 |
| 05010 - Automotive Electrician | 18.02 |
| 05040 - Automotive Glass Installer | 17.37 |
| 05070 - Automotive Worker | 17.37 |
| 05110 - Mobile Equipment Servicer | 15.94 |
| 05130 - Motor Equipment Metal Mechanic | 18.70 |
| 05160 - Motor Equipment Metal Worker | 17.37 |
| 05190 - Motor Vehicle Mechanic | 18.70 |
| 05220 - Motor Vehicle Mechanic Helper | 15.16 |
| 05250 - Motor Vehicle Upholstery Worker | 16.69 |
| 05280 - Motor Vehicle Wrecker | 17.37 |
| 05310 - Painter, Automotive | 17.98 |
| 05340 - Radiator Repair Specialist | 17.37 |
| 05370 - Tire Repairer | 13.77 |
| 05400 - Transmission Repair Specialist | 18.70 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.18 |
| 07041 - Cook I | 11.88 |
| 07042 - Cook II | 13.18 |
| 07070 - Dishwasher | 9.70 |
| 07130 - Food Service Worker | 10.25 |
| 07210 - Meat Cutter | 14.96 |
| 07260 - Waiter/Waitress | 8.09 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.08 |
| 09040 - Furniture Handler | 13.42 |
| 09080 - Furniture Refinisher | 16.08 |
| 09090 - Furniture Refinisher Helper | 13.77 |
| 09110 - Furniture Repairer, Minor | 14.93 |
| 09130 - Upholsterer | 15.95 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.35 |
| 11060 - Elevator Operator | 9.35 |
| 11090 - Gardener | 13.83 |
| 11122 - Housekeeping Aide | 10.89 |
| 11150 - Janitor | 10.89 |
| 11210 - Laborer, Grounds Maintenance | 11.81 |
| 11240 - Maid or Houseman | 10.41 |
| 11260 - Pruner | 10.89 |

| | | |
|--------------------------------------------------------------|-------|--|
| 11270 - Tractor Operator | 12.86 | |
| 11330 - Trail Maintenance Worker | 11.81 | |
| 11360 - Window Cleaner | 11.58 | |
| 12000 - Health Occupations | | |
| 12010 - Ambulance Driver | 16.06 | |
| 12011 - Breath Alcohol Technician | 16.06 | |
| 12012 - Certified Occupational Therapist Assistant | 20.04 | |
| 12015 - Certified Physical Therapist Assistant | 20.04 | |
| 12020 - Dental Assistant | 15.51 | |
| 12025 - Dental Hygienist | 31.17 | |
| 12030 - EKG Technician | 24.34 | |
| 12035 - Electroneurodiagnostic Technologist | 24.34 | |
| 12040 - Emergency Medical Technician | 16.06 | |
| 12071 - Licensed Practical Nurse I | 17.15 | |
| 12072 - Licensed Practical Nurse II | 19.18 | |
| 12073 - Licensed Practical Nurse III | 21.38 | |
| 12100 - Medical Assistant | 13.61 | |
| 12130 - Medical Laboratory Technician | 17.00 | |
| 12160 - Medical Record Clerk | 14.81 | |
| 12190 - Medical Record Technician | 16.72 | |
| 12195 - Medical Transcriptionist | 14.81 | |
| 12210 - Nuclear Medicine Technologist | 34.13 | |
| 12221 - Nursing Assistant I | 9.37 | |
| 12222 - Nursing Assistant II | 10.53 | |
| 12223 - Nursing Assistant III | 12.18 | |
| 12224 - Nursing Assistant IV | 13.68 | |
| 12235 - Optical Dispenser | 14.18 | |
| 12236 - Optical Technician | 13.45 | |
| 12250 - Pharmacy Technician | 15.07 | |
| 12280 - Phlebotomist | 13.68 | |
| 12305 - Radiologic Technologist | 27.61 | |
| 12311 - Registered Nurse I | 24.92 | |
| 12312 - Registered Nurse II | 31.22 | |
| 12313 - Registered Nurse II, Specialist | 31.22 | |
| 12314 - Registered Nurse III | 37.77 | |
| 12315 - Registered Nurse III, Anesthetist | 37.77 | |
| 12316 - Registered Nurse IV | 45.28 | |
| 12317 - Scheduler (Drug and Alcohol Testing) | 17.57 | |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | 17.88 | |
| 13012 - Exhibits Specialist II | 23.33 | |
| 13013 - Exhibits Specialist III | 27.65 | |
| 13041 - Illustrator I | 17.88 | |
| 13042 - Illustrator II | 23.33 | |
| 13043 - Illustrator III | 27.65 | |
| 13047 - Librarian | 25.54 | |
| 13050 - Library Aide/Clerk | 11.38 | |
| 13054 - Library Information Technology Systems Administrator | 22.15 | |
| 13058 - Library Technician | 17.02 | |
| 13061 - Media Specialist I | 15.99 | |
| 13062 - Media Specialist II | 17.88 | |
| 13063 - Media Specialist III | 19.94 | |
| 13071 - Photographer I | 14.17 | |
| 13072 - Photographer II | 17.18 | |

| | | |
|-----------------------------------------------------------------|-------|-------|
| 13073 - Photographer III | 21.29 | |
| 13074 - Photographer IV | 22.85 | |
| 13075 - Photographer V | 27.63 | |
| 13110 - Video Teleconference Technician | | 15.99 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | 15.45 | |
| 14042 - Computer Operator II | 17.49 | |
| 14043 - Computer Operator III | 19.50 | |
| 14044 - Computer Operator IV | 21.67 | |
| 14045 - Computer Operator V | 24.00 | |
| 14071 - Computer Programmer I (1) | 19.96 | |
| 14072 - Computer Programmer II (1) | 25.66 | |
| 14073 - Computer Programmer III (1) | 27.62 | |
| 14074 - Computer Programmer IV (1) | 27.62 | |
| 14101 - Computer Systems Analyst I (1) | 27.62 | |
| 14102 - Computer Systems Analyst II (1) | 27.62 | |
| 14103 - Computer Systems Analyst III (1) | 27.62 | |
| 14150 - Peripheral Equipment Operator | 15.45 | |
| 14160 - Personal Computer Support Technician | | 21.67 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 34.39 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 36.54 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 46.05 |
| 15050 - Computer Based Training Specialist / Instructor | | 30.58 |
| 15060 - Educational Technologist | 21.30 | |
| 15070 - Flight Instructor (Pilot) | 46.05 | |
| 15080 - Graphic Artist | 24.30 | |
| 15090 - Technical Instructor | 18.14 | |
| 15095 - Technical Instructor/Course Developer | | 22.19 |
| 15110 - Test Proctor | 17.31 | |
| 15120 - Tutor | 17.31 | |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | 8.30 | |
| 16030 - Counter Attendant | 8.30 | |
| 16040 - Dry Cleaner | 11.03 | |
| 16070 - Finisher, Flatwork, Machine | 8.30 | |
| 16090 - Presser, Hand | 8.30 | |
| 16110 - Presser, Machine, Drycleaning | 8.30 | |
| 16130 - Presser, Machine, Shirts | 8.30 | |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 8.30 |
| 16190 - Sewing Machine Operator | 11.98 | |
| 16220 - Tailor | 12.87 | |
| 16250 - Washer, Machine | 9.23 | |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 18.63 |
| 19040 - Tool And Die Maker | 22.83 | |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | 16.25 | |
| 21030 - Material Coordinator | 18.52 | |
| 21040 - Material Expediter | 18.52 | |
| 21050 - Material Handling Laborer | 12.72 | |
| 21071 - Order Filler | 12.50 | |
| 21080 - Production Line Worker (Food Processing) | | 16.25 |
| 21110 - Shipping Packer | 14.40 | |

| | |
|---------------------------------------------------------------------------------|-------|
| 21130 - Shipping/Receiving Clerk | 14.40 |
| 21140 - Store Worker I | 13.62 |
| 21150 - Stock Clerk | 14.77 |
| 21210 - Tools And Parts Attendant | 16.51 |
| 21410 - Warehouse Specialist | 16.25 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 24.52 |
| 23021 - Aircraft Mechanic I | 23.35 |
| 23022 - Aircraft Mechanic II | 24.52 |
| 23023 - Aircraft Mechanic III | 25.75 |
| 23040 - Aircraft Mechanic Helper | 18.03 |
| 23050 - Aircraft, Painter | 19.98 |
| 23060 - Aircraft Servicer | 19.68 |
| 23080 - Aircraft Worker | 20.49 |
| 23110 - Appliance Mechanic | 19.07 |
| 23120 - Bicycle Repairer | 13.77 |
| 23125 - Cable Splicer | 25.24 |
| 23130 - Carpenter, Maintenance | 19.07 |
| 23140 - Carpet Layer | 18.44 |
| 23160 - Electrician, Maintenance | 23.40 |
| 23181 - Electronics Technician Maintenance I | 18.26 |
| 23182 - Electronics Technician Maintenance II | 20.63 |
| 23183 - Electronics Technician Maintenance III | 21.40 |
| 23260 - Fabric Worker | 17.67 |
| 23290 - Fire Alarm System Mechanic | 19.79 |
| 23310 - Fire Extinguisher Repairer | 16.87 |
| 23311 - Fuel Distribution System Mechanic | 20.67 |
| 23312 - Fuel Distribution System Operator | 16.99 |
| 23370 - General Maintenance Worker | 16.96 |
| 23380 - Ground Support Equipment Mechanic | 23.35 |
| 23381 - Ground Support Equipment Servicer | 19.68 |
| 23382 - Ground Support Equipment Worker | 20.49 |
| 23391 - Gunsmith I | 16.87 |
| 23392 - Gunsmith II | 18.38 |
| 23393 - Gunsmith III | 19.79 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18.32 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | |
| 19.32 | |
| 23430 - Heavy Equipment Mechanic | 20.02 |
| 23440 - Heavy Equipment Operator | 20.01 |
| 23460 - Instrument Mechanic | 19.79 |
| 23465 - Laboratory/Shelter Mechanic | 19.07 |
| 23470 - Laborer | 14.27 |
| 23510 - Locksmith | 18.05 |
| 23530 - Machinery Maintenance Mechanic | 19.85 |
| 23550 - Machinist, Maintenance | 18.81 |
| 23580 - Maintenance Trades Helper | 16.04 |
| 23591 - Metrology Technician I | 19.79 |
| 23592 - Metrology Technician II | 20.50 |
| 23593 - Metrology Technician III | 21.08 |
| 23640 - Millwright | 20.39 |
| 23710 - Office Appliance Repairer | 18.51 |
| 23760 - Painter, Maintenance | 19.07 |
| 23790 - Pipefitter, Maintenance | 23.34 |

| | | |
|-----------------------------------------------------------|-------|-------|
| 23810 - Plumber, Maintenance | 20.12 | |
| 23820 - Pneudraulic Systems Mechanic | 19.07 | |
| 23850 - Rigger | 19.07 | |
| 23870 - Scale Mechanic | 18.38 | |
| 23890 - Sheet-Metal Worker, Maintenance | 19.07 | |
| 23910 - Small Engine Mechanic | 17.27 | |
| 23931 - Telecommunications Mechanic I | 20.26 | |
| 23932 - Telecommunications Mechanic II | 22.49 | |
| 23950 - Telephone Lineman | 19.43 | |
| 23960 - Welder, Combination, Maintenance | 19.79 | |
| 23965 - Well Driller | 19.79 | |
| 23970 - Woodcraft Worker | 19.79 | |
| 23980 - Woodworker | 16.87 | |
| 24000 - Personal Needs Occupations | | |
| 24570 - Child Care Attendant | 10.52 | |
| 24580 - Child Care Center Clerk | 13.70 | |
| 24610 - Chore Aide | 8.93 | |
| 24620 - Family Readiness And Support Services Coordinator | | 11.76 |
| 24630 - Homemaker | 14.25 | |
| 25000 - Plant And System Operations Occupations | | |
| 25010 - Boiler Tender | 22.04 | |
| 25040 - Sewage Plant Operator | 19.43 | |
| 25070 - Stationary Engineer | 22.04 | |
| 25190 - Ventilation Equipment Tender | 15.19 | |
| 25210 - Water Treatment Plant Operator | 19.00 | |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | 15.82 | |
| 27007 - Baggage Inspector | 11.51 | |
| 27008 - Corrections Officer | 18.75 | |
| 27010 - Court Security Officer | 21.42 | |
| 27030 - Detection Dog Handler | 15.82 | |
| 27040 - Detention Officer | 18.75 | |
| 27070 - Firefighter | 21.58 | |
| 27101 - Guard I | 11.51 | |
| 27102 - Guard II | 15.82 | |
| 27131 - Police Officer I | 23.94 | |
| 27132 - Police Officer II | 26.60 | |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | 9.78 | |
| 28042 - Carnival Equipment Repairer | 10.17 | |
| 28043 - Carnival Equipment Worker | 8.40 | |
| 28210 - Gate Attendant/Gate Tender | 12.68 | |
| 28310 - Lifeguard | 11.29 | |
| 28350 - Park Attendant (Aide) | 14.18 | |
| 28510 - Recreation Aide/Health Facility Attendant | | 10.35 |
| 28515 - Recreation Specialist | 17.45 | |
| 28630 - Sports Official | 10.30 | |
| 28690 - Swimming Pool Operator | 13.41 | |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | 21.47 | |
| 29020 - Hatch Tender | 21.47 | |
| 29030 - Line Handler | 21.47 | |
| 29041 - Stevedore I | 20.85 | |
| 29042 - Stevedore II | 22.46 | |

| | |
|----------------------------------------------------------------------|-------|
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2) | 33.82 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2) | 23.32 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 25.68 |
| 30021 - Archeological Technician I | 16.61 |
| 30022 - Archeological Technician II | 20.03 |
| 30023 - Archeological Technician III | 25.42 |
| 30030 - Cartographic Technician | 25.42 |
| 30040 - Civil Engineering Technician | 22.39 |
| 30061 - Drafter/CAD Operator I | 18.27 |
| 30062 - Drafter/CAD Operator II | 20.51 |
| 30063 - Drafter/CAD Operator III | 22.87 |
| 30064 - Drafter/CAD Operator IV | 25.42 |
| 30081 - Engineering Technician I | 18.80 |
| 30082 - Engineering Technician II | 21.11 |
| 30083 - Engineering Technician III | 23.61 |
| 30084 - Engineering Technician IV | 29.26 |
| 30085 - Engineering Technician V | 35.26 |
| 30086 - Engineering Technician VI | 43.06 |
| 30090 - Environmental Technician | 22.19 |
| 30210 - Laboratory Technician | 20.27 |
| 30240 - Mathematical Technician | 23.73 |
| 30361 - Paralegal/Legal Assistant I | 19.59 |
| 30362 - Paralegal/Legal Assistant II | 23.55 |
| 30363 - Paralegal/Legal Assistant III | 28.79 |
| 30364 - Paralegal/Legal Assistant IV | 34.82 |
| 30390 - Photo-Optics Technician | 24.87 |
| 30461 - Technical Writer I | 20.18 |
| 30462 - Technical Writer II | 24.69 |
| 30463 - Technical Writer III | 29.87 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 21.49 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 26.00 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 31.17 |
| 30494 - Unexploded (UXO) Safety Escort | 21.49 |
| 30495 - Unexploded (UXO) Sweep Personnel | 21.49 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (3) | 20.63 |
| 30621 - Weather Observer, Senior (3) | 21.80 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 12.93 |
| 31030 - Bus Driver | 15.95 |
| 31043 - Driver Courier | 13.66 |
| 31260 - Parking and Lot Attendant | 10.80 |
| 31290 - Shuttle Bus Driver | 14.37 |
| 31310 - Taxi Driver | 11.14 |
| 31361 - Truckdriver, Light | 14.37 |
| 31362 - Truckdriver, Medium | 15.02 |
| 31363 - Truckdriver, Heavy | 16.80 |
| 31364 - Truckdriver, Tractor-Trailer | 16.80 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 9.48 |
| 99095 - Embalmer | 22.63 |
| 99251 - Laboratory Animal Caretaker I | 10.10 |
| 99252 - Laboratory Animal Caretaker II | 10.62 |

| | |
|-----------------------------------------|-------|
| 99310 - Mortician | 22.92 |
| 99410 - Pest Controller | 14.54 |
| 99510 - Photofinishing Worker | 11.29 |
| 99710 - Recycling Laborer | 12.58 |
| 99711 - Recycling Specialist | 13.56 |
| 99730 - Refuse Collector | 11.87 |
| 99810 - Sales Clerk | 10.93 |
| 99820 - School Crossing Guard | 10.52 |
| 99830 - Survey Party Chief | 19.93 |
| 99831 - Surveying Aide | 10.86 |
| 99832 - Surveying Technician | 16.57 |
| 99840 - Vending Machine Attendant | 11.92 |
| 99841 - Vending Machine Repairer | 13.41 |
| 99842 - Vending Machine Repairer Helper | 11.92 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at

<<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ORDER FOR SUPPLIES OR SERVICES

| | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W91ZLK-07-D-0006 | | 2. DELIVERY ORDER/ CALL NO. 0001 | | 3. DATE OF ORDER/ CALL (YYYYMMDD) 2008 Jun 01 | | 4. REQ./ PURCH. REQUEST NO. MIPR8ACAEIS117 | | 5. PRIORITY | | |
| 6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 | | | | 7. ADMINISTERED BY (if other than 6) SEE ITEM 6 | | | | 8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other) | | |
| 9. CONTRACTOR POTOMAC HUDSON ENGINEERING, INC 7830 OLD GEORGETOWN ROAD, SUITE #220 BETHESDA MD 20814-2035 | | | CODE OJCB1 | | FACILITY | | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | | 11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED | |
| NAME AND ADDRESS | | | | | | | 12. DISCOUNT TERMS Net 30 Days | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15 | |
| 14. SHIP TO SEE SCHEDULE | | | CODE | | 15. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS CENTER - HQ0105 DIRECTORATE OF NETWORK OPS 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-3120 | | CODE HQ0105 | | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. | |
| 16. TYPE OF ORDER | DELIVERY/ CALL | <input checked="" type="checkbox"/> | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. | | | | | | | |
| | PURCHASE | | Reference your quote dated Furnish the following on terms specified herein. REF: | | | | | | | |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | | | | |
| NAME OF CONTRACTOR | | | SIGNATURE | | | TYPED NAME AND TITLE | | | DATE SIGNED (YYYYMMDD) | |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule | | | | | | | | | | |
| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES/ SERVICES | | | | 20. QUANTITY ORDERED/ ACCEPTED* | 21. UNIT | 22. UNIT PRICE | | 23. AMOUNT | |
| SEE SCHEDULE | | | | | | | | | | |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | 24. UNITED STATES OF AMERICA TEL: 410-436-1661 EMAIL: alison.gannon@us.army.mil BY: ALISON W GANNON | | | | <i>Alison Gannon</i> CONTRACTING / ORDERING OFFICER | | 25. TOTAL | (b) (4) |
| 26. DIFFERENCES | | | | | | | | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | | | | | | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | c. DATE (YYYYMMDD) | | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | 28. SHIP NO. | 29. DO VOUCHER NO. | 30. INITIALS | | | |
| f. TELEPHONE NUMBER | | g. E-MAIL ADDRESS | | | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | | |
| 36. I certify this account is correct and proper for payment. | | | | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 34. CHECK NUMBER | | 35. BILL OF LADING NO. | |
| a. DATE (YYYYMMDD) | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | | | | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY | | 39. DATE RECEIVED (YYYYMMDD) | | 40. TOTAL CONTAINERS | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO. | | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------------------|------------|---------|
| 2001 | | (b) (4) | Dollars, U.S. | (b) (4) | (b) (4) |

Makua EIS Support Services
FFP

The contractor, as an independent contractor and not as an agent of the Government, shall provide the necessary services to support the US Army Environmental Command (USAEC), US Army Garrison Hawaii (USAGHI), US Army Pacific (USARPAC), and Installation Management Command Pacific Region (IMCOM PAC) in preparation of the National Environmental Policy Act (NEPA) Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) and related documents for Military Training Activities at Makua Military Reservation, Hawaii in accordance with the PWS in Section C.

FOB: Destination
PURCHASE REQUEST NUMBER: MIPR8ACAEIS117

NET AMT

(b) (4)

ACRN AA
CIN: MIPR8ACAEIS117

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------------------|------------|--------|
| 4000 | | | Dollars, U.S. | | NSP |

Accounting for Contract Services
FFP

The contractor shall complete all the information in the format using the following web address <https://cmra.army.mil/>.

FOB: Destination
PURCHASE REQUEST NUMBER: MIPR8ACAEIS117

NET AMT

NSP

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**MAKUA FINAL ENVIRONMENTAL IMPACT STATEMENT
ADMINISTRATIVE SUPPORT
(Revised 28 May 2008)**

1.0 BACKGROUND

A Final Environmental Impact Statement (FEIS) was prepared for release in the Fall of 2007 in order to resume live fire CALFEX training activities at the Makua Military Reservation, HI. During staffing of this FEIS, Headquarters Department of the Army (HQDA) reviewed the FEIS and determined that it was not sufficient for release. Several issues needed to be resolved, including, but not limited to, the addition of an alternative range at the Pohakuloa Training Area (PTA), HI. The US Army Environmental Command (USAEC) Training Support Division is currently tasked by Department of the Army, Military Operations to address the additional requirements and to complete the FEIS and Record of Decision (ROD).

The USAEC team is currently developing the additional content to address HQDA concerns. A new draft is expected to be completed by early June 2008, and the FEIS published in August 2008. USAEC will also draft the ROD in the August - September 2008 timeframe.

2.0 DESCRIPTION OF SERVICES

The Contractor, as an independent contractor and not as an agent of the government, shall provide the necessary resources to accomplish the tasks outlined in Section 2.1 of this PWS. The Contractor shall also refer to the basic contract, for applicable services being performed on this task order.

The Contractor shall support US Army Environmental Command (USAEC), US Army Garrison Hawaii (USAGHI), US Army Pacific (USARPAC), and Installation Management Command Pacific Region (IMCOM PAC) in preparation of the National Environmental Policy Act (NEPA) Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) and related documents for Military Training Activities at Makua Military Reservation, Hawaii. Support requirements are detailed below.

2.1 SUMMARY OF REQUIRED SERVICES

2.1.1 (Task 1) Formatting and Editing: Assistance and support shall include, but will not be limited to, document editing, formatting, grammar, document section inconsistencies, and figure/table/map revisions, preparation, and document incorporation. Contractor shall ensure Hawaiian grammar and spelling are correct to include diacritical marks (Macrons and Glottal Stops). Editing should focus primarily on new material added during this revision (approximately 100 pages). Some existing material may require minor formatting for consistency and renumbering of tables, figures, etc. throughout the document. Technical and scientific review and analysis is not required by the Contractor.

2.1.2 (Task 2) Document Printing: The contractor shall print the FEIS in accordance with the requirements below.

- a) FEIS
 - i. The document will not exceed 4,400 pages in total length
 - ii. The document shall be printed duplex on 8.5 x 11 recycled paper.
 - iii. The FEIS shall be printed in two volumes; Vol 1 consists of ~850 pages and the Vol2 ~3350 pages, to the extent feasible.
 - iv. The source file will be provided to the contractor as an Adobe.pdf document on CD.
 - v. Eighty printed copies of both volumes are required.

- vi. Color content estimate is approximately 3% with maps, diagrams, etc dispersed throughout the document.
 - vii. Maps, diagrams, and tables will be 8.5 x 11
 - viii. The document shall be bound and have a clear plastic cover sheet on front/back of each volume.
 - ix. All printing shall be completed within 5 business days of the government providing the source file.
- b) ROD
- i. The ROD will be approximately 25 pages in total length?
 - ii. The document shall be printed duplex on 8.5 x 11 recycled paper.
 - iii. Eighty printed copies are required.
 - iv. The document shall be bound and have a clear plastic cover sheet on front/back of each volume.
 - v. All printing shall be completed within 5 business days of the government providing the source file.

2.1.3 (Task 3) Compact Disk Creation: The contractor shall create 175 CDs of the FEIS for distribution with the source file (adobe acrobat) included. The contractor shall create 50 CDs of the ROD for distribution.

2.1.4 (Task 4) Distribution: The contractor shall distribute via 1st Class U.S. Mail up to 80 hard copies and 150 CDs of the FEIS along with an accompanying announcement letter. The contractor shall also distribute 80 hard copies of the ROD and 50 CDs of the ROD. The government will provide the accompanying announcement letter and all physical addresses required for this distribution. Mailing of all CDs and hardcopies shall be completed within 3 business days of the government's notice to distribute the FEIS. The majority of the distribution will be in the State of Hawaii.

3.0 Service Delivery Summary (SDS):

| Task | Deliverable | Frequency | Delivery Format | Timeframe / Due Date |
|---------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 2.1.1 | Edit FEIS word documents for formatting consistency, references, format, etc. Update appendices. | Initial Draft Edits Final Edits after government review | MS Word Adobe Acrobat | Late May – 16 June July - 4 August |
| 2.1.1 | Incorporate final government comments and final editing. | Twice (initial written comment period and final onsite review period) | FEIS (Adobe Acrobat) | July – 4 August |
| 2.1.1 | Editing of ROD and QA/QC for consistency with FEIS and other documents. | Once | ROD (Adobe Acrobat) | September |
| 2.1.2 & 2.1.3 | Printing the FEIS and Creating CDs Printing the ROD and Creating CDs | Once upon notice from the government Once upon notice from the government | Hardcopy Document & CDs Hardcopy Document & CDs | 7 – 14 August 7 – 14 August 8 – 22 September 8 – 22 September |
| 2.1.4 | Distribution of FEIS to public Distribution of ROD to public | Once upon notice from the government | Hardcopy and CD distribution | Distribution completed within 3 business days of government's notice to distribute |

4.0 General Information:

4.1 Labor / Materials / Equipment: The Contractor shall furnish all labor, materials, equipment, and transportation to meet the requirements of this project. All material generated as part of this report will become Government property upon acceptance. Project material will not be released to the general public without prior coordination and approval with the Army. The Contractor will, also, return any material borrowed from the Army in supporting preparation of the documents.

4.2 Supporting Studies and Consultations: There will be no requirement for the Contractor to conduct field work or informal/formal consultations. The Army will be responsible for accomplishing needed studies or consultations.

4.3 Support Timeline: Contractor support will be integrated, as appropriate, with the timeline for completion of this effort. Note that the Contractor is not held responsible for Army timeline delays.

Following is the projected timeline:

- Preliminary FEIS data gathering, analysis, and document preparation – February thru May 2008
- Preliminary FEIS staffing review – June 2008
- FEIS preparation, finalization, and on-island (Oahu) comment reconciliation meeting – July 2008
- FEIS staffing for Secretariat approval – August 2008
- FEIS Federal Register publication and waiting period – August thru September 2008
- ROD preparation, approval, staffing, Federal Register publication, and notification – August thru September 2008

4.4 Meetings: The Contractor will attend meetings at USAEC (Aberdeen Proving Ground, MD or WASH DC), or via conference calls, as requested by the POC(s) to coordinate the requirements and deliverables of the FEIS and ROD. It is anticipated that the Contractor will be required to be in physical attendance at no more than five meetings at USAEC. There are no public meeting requirements for the FEIS or ROD.

4.5 Points of Contact: The primary USAEC point of contact (POC) is (b) (6)

CONTRACTOR MANPOWER REPORTING

Accounting for Contract Services: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including subcontractors);
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors);
- (7) Total payments (including subcontractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different);
- (9) Estimated data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE |
|------|-----------------------------------|
| 2001 | POP 01-JUN-2008 TO 30-SEP-2008 |
| 4000 | POP 01-JUN-2008 TO 30-SEP-2008 |

Section G - Contract Administration Data

WIDE AREA WORKFLOW (WAWF)

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Indianapolis at 1-888-332-7366 or faxed to 1-877-701-5069. Please have your delivery order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT

Invoice and Receiving Report (COMBO)

CAGE CODE: 0JCB1

ISSUE BY DODAAC: W9ZLK

ADMIN BY DODAAC: W91ZLK

INSPECT BY DODAAC: W81W25

ACCEPT BY DODAAC: W81W25

SHIP TO DODAAC: W81W25

PAYMENT OFFICE FISCAL STATION CODE: HQ0105

EMAIL POINTS OF CONTACT LISTING:

INSPECTOR: (b) (6)

ACCEPTOR: (b) (6)

RECEIVING OFFICE POC: (b) (6)

CONTRACT ADMINISTRATOR: alison.gannon@us.army.mil

CONTRACTING OFFICER: alison.gannon@us.army.mil

For more information contact Alison Gannon, 410-436-1661, alison.gannon@us.army.mil.

ACCOUNTING AND APPROPRIATION DATA

AA: 21820200000B1B1EC131056.70X662EAJ9F252GAJ9F2EMIPR8ACAEIS117012161

AMOUNT: (b) (4)

CIN MIPR8ACAEIS117 (b) (4)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | I. CONTRACT ID CODE | PAGE OF PAGES | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------|------------------------------------------------|------------------------------------------------------------|--------------------------------|---|
| | | | | J | 1 | 2 |
| 2. AMENDMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| | | 15-Dec-2008 | MIPR8ACAEIS117 | | | |
| 6. ISSUED BY | | CODE | 7. ADMINISTERED BY (If other than item 6) | | CODE | |
| ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 | | W91ZLK | See Item 6 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | | 9A. AMENDMENT OF SOLICITATION NO. | | |
| POTOMAC-HUDSON ENGINEERING, INC. 7830 OLD GEORGETOWN RD STE 220 BETHESDA MD 20814-2491 | | | | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. W91ZLK-07-D-0006-0001 | | |
| | | | | X 10B. DATED (SEE ITEM 13) 01-Jun-2008 | | |
| CODE 0JCB1 | | FACILITY CODE | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | |
| <input 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. | | | | | | |
| <p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | |
| See Schedule | | | | | | |
| 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: | | | | | | |
| X D. OTHER (Specify type of modification and authority) FAR 52.243-1 Alt III, Changes - Fixed Price | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: aw gannon09458 | | | | | | |
| Section B:  (b) (4) | | | | | | |
| Section G: Total funding in the amount of  (b) (4) | | | | | | |
| There is no change in period of performance as a result of this action. All other terms and conditions remain unchanged. | | | | | | |
| The point of contact for this action is Alison Gannon, 410-436-1661, alison.gannon@us.army.mil. | | | | | | |
| 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) | | |
| FREDERICK J. CARBY, PRESIDENT | | | | TEL: EMAIL: | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
|  (Signature of person authorized to sign) | | 12-15-08 | BY _____ (Signature of Contracting Officer) | | | |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1 CONTRACT ID CODE | PAGE OF PAGES | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---|--|
| | | | | J | 1 | 2 | |
| 2 AMENDMENT/MODIFICATION NO 01 | 3 EFFECTIVE DATE 15-Dec-2008 | 4 REQUISITION/PURCHASE REQ NO M PR8ACAEIS117 | | 5 PROJECT NO (If applicable) | | | |
| 6 ISSUED BY ACA ABERDEEN PROV NG GROUND - W91ZLK DIRECTORATE OF CONTRACT NG 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 | CODE W91ZLK | 7 ADMINISTERED BY (If other than item 6) | | CODE | | | |
| | | See Item 6 | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) POTOMAC-HUDSON ENGINEERING, INC. 7830 OLD GEORGETOWN RD STE 220 BETHESDA MD 20814-2491 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | X | 10A. MOD. OF CONTRACT/ORDER NO. W91ZLK-07-D-0006-0001 | | |
| | | | | X | 10B. DATED (SEE ITEM 13) 01-Jun-2008 | | |
| CODE 0JCB1 | FACILITY CODE | | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | | | |
| 13. THIS ITEM 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: | | | | | | | |
| X D. OTHER (Specify type of modification and authority) FAR 52.243-1 Alt III, Changes - Fixed Price | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: aw gannon09458 Section B: (b) (4) [REDACTED] Section G: (b) (4) [REDACTED] There is no change in period of performance as a result of this action. All other terms and conditions remain unchanged. The point of contact for this action is Alison Gannon, 410-436-1661, alison.gannon@us.army.mil. | | | | | | | |
| 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) ALISON W GANNON / CONTRACTING OFFICER TEL: 410-436-1661 EMAIL: alison.gannon@us.army.mil | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY <u>Alison W. Gannon</u> (Signature of Contracting Officer) | | 16C. DATE SIGNED 15-Dec-2008 | | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

(b) (4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2001

(b) (4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

(b) (4)

CLIN 2001:

AA: 21820200000B1B1EC131056.70X662EAJ9F252GAJ9F2EMIPR8ACAEIS117012161 (CIN MIPR8ACAEIS117) was increased by \$ (b) (4)

(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 2 | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------|--|
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE 11-Jan-2008 | 4. REQUISITION/PURCHASE REQ. NO. MIPR7BDAT00131 | | 5. PROJECT NO.(If applicable) | | |
| 6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 | CODE W91ZLK | 7. ADMINISTERED BY (If other than item 6) ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 | | CODE W91ZLK | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) POTOMAC HUDSON ENGINEERING, INC 7830 OLD GEORGETOWN ROAD, SUITE #220 BETHESDA MD 20814-2035 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | | 9B. DATED (SEE ITEM 11) | | |
| | | | | X | 10A. MOD. OF CONTRACT/ORDER NO. W91ZLK-07-D-0006 | |
| | | | | X | 10B. DATED (SEE ITEM 13) 31-Jan-2007 | |
| CODE 0JCB1 | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | |
| <input 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 _____ 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: | | | | | | |
| X D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.217-9 Option to Extend the Term of the Contract. | | | | | | |
| E. IMPORTANT: Contractor <input checked="" 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.) Modification Control Number: cltraver08736 1. Section B: CLIN 2000 is hereby exercised for Option Period 1, effective 31 Jan 2008 through 30 Jan 2009. 2. All other terms and conditions remain unchanged. 3. The point of contact for this action is [REDACTED] (b) (6) | | | | | | |
| 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) ALISON W GANNON / CONTRACTING OFFICER TEL: 410-436-1661 EMAIL: alison.gannon@us.army.mil | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY <i>Alison Gannon</i> (Signature of Contracting Officer) | | 16C. DATE SIGNED 11-Jan-2008 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2000

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00002 | | | J | 1 | 4 |
| 3. EFFECTIVE DATE 31-Jan-2009 | | 4. REQUISITION/PURCHASE REQ. NO. MIPR7BDAT00131 | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 | | CODE W91ZLK | 7. ADMINISTERED BY (If other than item 6) ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 | | CODE W91ZLK |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) POTOMAC-HUDSON ENGINEERING, INC. 7830 OLD GEORGETOWN RD STE 220 BETHESDA MD 20814-2491 | | | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | 9B. DATED (SEE ITEM 11) | | |
| | | | X | 10A. MOD. OF CONTRACT/ORDER NO. W91ZLK-07-D-0006 | |
| | | | X | 10B. DATED (SEE ITEM 13) 31-Jan-2007 | |
| CODE 0JCB1 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | |
| 13. THIS ITEM 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: | | | | | |
| X D. OTHER (Specify type of modification and authority) IAW FAR 52.217-9, Option to Extend the Term of the Contract | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: kaortelt09670 The purpose of this mod is as follows: 1. Change the Contract Paying Office per DFAS direction, as DFAS-Rock Island has been closed. 2. Section B: To exercise CLIN 3000, Option Period 2, with an effective ordering period of 31 January 2009 through 30 January 2010. 3. Section B: To deobligate the minimum guarantee of \$10,000, which was met by Task Order 0001 issued 1 June 2008. 4. Section G: Pursuant to HQ AMC guidance, the AMC-Level Protest Clause is hereby incorporated into Section G. 5. Section G: To incorporate the following statement into Section G; "The Paying Office will be determined on a Task Order basis." 6. Section I: To update contact information for the Ombudsman, Carolyn Gonser, as shown on page 3. 7. Section I: To move the by-reference DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, from Section G to full-text in Section I. All other terms and conditions remain unchanged. The POC for this action is Kathryn Ortel-Thatcher, 410-436-4130, kathryn.a.ortel@us.army.mil. | | | | | |
| 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) KATHRYN A. ORTEL-THATCHER / CONTRACTING OFFICER TEL: 410-436-4130 EMAIL: kathryn.a.ortel@us.army.mil | | |
| 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 29-Jan-2009 |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from
DFAS-ROCK ISLAND - HQ0303
OPERATIONS LOCATION, BUILDING 68
ATTN: DFAS-RI-FPT
PH: 888-332-7742
ROCK ISLAND IL 61299-8300
to
DFAS INDIANAPOLIS CENTER - HQ0105
DIRECTORATE OF NETWORK OPS
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-3120

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 3000

The option status has changed from Option to Option Exercised.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$10,000.00 from \$10,000.00 to \$0.00.

SUBCLIN 100001:

AA: 217202000007223400493008160003230ENVR00MIPR7BDAT001317V2083S18001 (CIN 00000000000000000000000000000000) was decreased by \$10,000.00 from \$10,000.00 to \$0.00

The following have been added by full text:

AMC-LEVEL PROTEST (NOV 2008)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you

want to file a protest under the AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527

Facsimile number: (703) 806-8866 or 8875

Packages sent by FedEx, UPS, or other delivery service should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are located on the Internet. If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-level protest procedures.

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

PAYING OFFICE

The Paying Office will be determined on a Task Order basis.

The following have been deleted:

252.232-7003 Electronic Submission of Payment Requests MAY 2006

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

OMBUDSMAN

The Task/Delivery Order Contract Ombudsman for this action will be Ms. Carolyn "Sue" Gonser at (757) 788-5855, DSN 680-5855, (carolyn.gonser@us.army.mil). The Ombudsman is responsible for issues pertaining to the selection and award of Task Orders under this contract in accordance with Federal Acquisition Regulation, Part 37.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

(End of Summary of Changes)