

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 45
2. Contract No.	3. Solicitation No. W52P1J-04-R-0022	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCD-A ROCK ISLAND, IL 61299-6000 BLDG 350 & 390		Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6000	

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

9. Sealed offers in original and 1 signed 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 AMSFS-CC BLDG 350 CONTRACTING CTR until _____ (hour) local time _____ (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:	Name CHRIS EISCHEN E-mail address: EISCHENC@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5098
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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment 
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) 	Item	
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)	27. United States Of America _____ (Signature of Contracting Officer)	28. Award Date	

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (**).

3. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

THE PURPOSE OF THIS SOLICITATION IS FOR OPERATION AND MAINTENANCE OF AT THE CHEMICAL DEMILITARIZATION TRAINING FACILITY IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. PLEASE NOTE THE REQUIREMENTS OF INFORMATION IN SECTION L AND THE EVALUATION CRITERIA IN SECTION M.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<p>CDTF SERVICES</p> <p>PROGRAM YEAR: 1 NOUN: CDTF YEAR 1</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	(E)			\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

SEE SCOPE OF WORK (INCORPORATED IN SECTION C)

(End of statement of work)

(CS6100)

C-2 52.248-4502 LOCAL	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

Title: Operation and Maintenance of the Chemical Demilitarization Training Facility (CDTF)

1.0 STATEMENT OF WORK.

1.1 **Background:** Title 14, Part B Section 1412 for Public Law 99-145 as amended, directs the Secretary of Defense to carry out the destruction of the United States stockpile of chemical weapons. The implementation of this program involves the construction and operation of separate disposal facilities located at the eight storage sites in the continental United States. The disposal facilities are Government Owned-Contractor Operated (GOCO). The contractors are referred to as Systems contractors and are responsible for the construction, start-up, operations and closure of the facilities. Historically, the Armys Program Manager for Chemical Stockpile Disposal (now Chemical Material Agency (CMA)) has provided government furnished assistance (GFA) training to the Systems Contractors and Government agencies to support all phases of the chemical weapons disposal activities. Primarily, this training has focused on the procedures and equipment that are unique to chemical weapons processing such as demilitarization machine operations and maintenance, process control incinerator simulator training, laboratory instrument training and personal protective equipment training. GFA training was provided both at the Chemical Demilitarization Training Facility (CDTF) and at the demilitarization sites. Additionally, engineering support is also provided to the sites to modify, test and systemize demilitarization process equipment.

Beginning in 4th quarter FY03, the CMA phased-out the GFA training for the Systems Contractors. The CDTF, including the process equipment and all other training equipment, will still be maintained by the CMA to provide continued support of demilitarization training. The funding for the actual conduct of all of the courses at the CDTF, with the exception of laboratory training, will no longer be funded through the CDTF contract. The Systems Contractors are encouraged to make third party arrangements with the CDTF

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operations and maintenance contractor to provide any demilitarization training needed to supplement their own workforce development programs.

The CDTF operations and maintenance contractor will continue to prepare and conduct training for Government personnel, consultants designated by CMA to receive training and international treaty inspectors and site escorts involved in the chemical demilitarization program. The CDTF will also provide training on laboratory monitoring equipment for the systems contractors.

1.2 Contract Objective: The contractor shall provide overarching CDTF training management and execution in support of the Chemical Materials Agency (CMA) mission. This includes:

1.2.1 Developing, maintaining, and executing the training curriculum and specific training courses for Government personnel to support required oversight of operations, maintenance, and closure activities at the chemical demilitarization sites.

1.2.2 Providing for the maximum efficient utilization of the CDTF through effective scheduling of courses for Government and systems contractor personnel. While training of systems contractor personnel is the responsibility of the systems contractors and not generally a requirement of this contract, it is the responsibility of the CDTF contractor to coordinate with the systems contractors for training at the CDTF when it can be accomplished efficiently and effectively.

1.2.3 Providing laboratory monitoring training for Government and systems contractor personnel associated with the Army's Chemical Demilitarization Program.

1.2.4 Maintaining all process equipment, training equipment, and all instructional items needed to conduct training in support of the Army's Chemical Demilitarization Program.

1.2.5 Designing and fabricating equipment and test items to support munitions demilitarization activities, particularly those in support of process changeover.

1.2.6 Conducting studies and analyses, as requested by the contracting officer, to enhance Chemical Demilitarization Program training and processes. This includes performing programmatic risk mitigation assessments and execution as directed by the contracting officer.

2.0 APPLICABLE DOCUMENTS:

2.1 Plant Systems Description Trainee Guide, January 2003

2.2 Central Training Facility Design Analysis, September 1988

2.3 Central Training Facility As-Built Drawings

2.4 Chemical Demilitarization Training Facility Property List

2.5 Programmatic Functional Analysis Work Books: Rocket Handling System, Projectile Handling System, Mine Handling System, Bulk Container Handling System, Deactivation Furnace System, Liquid Incinerator System, Metal Parts Furnace System, Pollution Abatement System, Heating and Ventilation System (Main Demil Buildings), Automatic Continuous Air Monitoring System.

2.6 CDTF Course Catalogue, Rev C.

2.7 Process Control System Simulator System Description

3.0 REQUIREMENTS:

3.1 The contractor shall, as an independent contractor and not as an agent of the Government, provide the necessary resources, except those specifically designated as Government Furnished, to meet the specific contract objectives defined above.

3.2 Project Management.

3.2.1 The contractor shall be responsible for the overall management of the CDTF to ensure successful accomplishment of the objectives identified in paragraph 1.2 above.

3.2.2 The contractor shall prepare a Management Plan (CDRL B001) resource loaded schedule for this work In Accordance With (IAW) Contract Data Requirements List (CDRL) B001, Management Plan. The plan shall identify contractors organization and the hierarchy of plans and procedures necessary to manage and deliver quality training services. The plan shall address the management of the safety and environmental programs for the contract activities. The contractor shall provide the resource-loaded schedule 30 Days After contract

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Award. The Contract Management Plan shall identify recommended metrics for Government assessment of contractor performance. The plan shall be revised annually based on the budget negotiated for the fiscal year.

3.2.3 A Monthly Progress Report and a Cost Performance Report, IAW CDRLs B004 and B008, respectively, shall be submitted throughout the period of performance of this contract.

3.2.4 The contractor shall prepare a quality manual that conforms to ANSI/ISO/ASQC Z1.11-1996 and by reference ISO 9000 AND 9001.

3.3 CDTF Facility and Equipment Maintenance. The contractor shall analyze the maintenance requirements for all process training and facility support equipment and develop maintenance and equipment change-over procedures that allow the equipment to be readily reconfigured for alternating training and test and evaluation activities. The contractor shall prepare a monthly report in the contractors format that documents the status of all scheduled and unscheduled maintenance activities.

3.3.1 The contractor shall maintain the buildings and grounds. The contractor shall maintain all real property on the CDTF campus which includes the six buildings listed in Table 1 below as well as the associated utilities and any landscaping or storm water control needed for operations at the CDTF campus. The contractor shall also maintain any additional facilities added to the CDTF Campus during the life of the contract. The facility real property is described in the documents referenced in paragraphs 2.2 and 2.3 above. The maintenance shall include all preventive and routine corrective maintenance and any building repairs that may be needed. The contractor shall perform non-routine corrective maintenance or repair as directed by the contracting officer.

Table 1, CDTF Campus Buildings

Building No.	Description	Floor Space (sq.ft.)
E4516	Primary training building with a high bay equipment room.	47,000
45M1	Administrative offices and instructors offices	10,080
45M2	Classrooms, and student lounge	8,760
45M3	Government administrative offices	5,280
45M4	Laboratory training building	7,560
E5060	Warehouse	13,000

3.3.2 The contractor shall maintain the demilitarization process equipment in accordance with FAR clauses 52.245-2 and 52.245-5. The contractor shall be responsible for setting up equipment, performing all preventive maintenance checks, calibrations and services and perform in place corrective maintenance as required. Vendor assistance and third party maintenance assistance may be used but shall be billed as a pass through cost (no fee). The process training equipment is summarized in Table 2 below. The Demil Machines are described in detail in document 2.1 unit 4, and the functional analysis workbooks, 2.5.1 thru 2.5.4.

Table 2, Training Facilities and Equipment

Demil Machines Rocket Shear Machine Bulk Drain Station Projectile Mortar Disassembly Machine Multipurpose Demilitarization Machine Multi Position Loader (Robot) Mine Machine CDTF is equipped with full scale operable demil machines for all chemical munitions. The Demil machines are used for both operations and maintenance training as well as testing of engineering modifications. DSA DPE Suit Sealer Machines DPE Radio System Containment Airlocks Life Support Systems The DSA provides a training environment for students to learn and practice hazardous entry procedures. Includes cotton goods storage to support protective equipment training. Maintenance Trainers Mechanical Trainers Electrical Trainers Hydraulic Trainers Process Control Trainers Through the use of the maintenance shops students learn fundamental, mechanical, and technical knowledge. Laboratory Automatic and Continuous Air Monitoring System Depot Area Air Monitoring System Continuous Emissions Monitoring Gas Chromatographic Flame Ionization Detector Gas Chromatographic Mass Selective Detector Laboratory instruction is accomplished using environmental monitoring instrumentation and conventional academic wet chemistry. Analog and digital electronic troubleshooting and repair instruction is also provided. In addition, the laboratory provides environmental regulatory compliance requirement training and quality control statistics instruction. Incinerator Process Control Process Control Simulator Allan-Bradley PLC-3 Burner Management Panel Government oversight training includes providing an understanding of the start-up, operation and control of the incinerators and associated utility systems. The process control simulator is used to demonstrations the operation of the furnaces and principle utility systems. Additionally, Technical oversight personnel are provided familiarization training on the control equipment : PLCs and the burner management system.

3.3.3 Custodial Services. The contractor shall ensure all training areas and office areas are maintained in a clean and safe condition to include snow removal and deicing of the campus parking areas and walkways. The contractor is also responsible to provide trash removal for all CDTF campus buildings to include co-located Government offices. The contractor shall provide for laundry of cotton goods used in and training activity in the CDTF. Additionally, the contractor shall provide for the disposal of SETH items consumed in training.

3.4 CDTF Activity Coordination. The CDTF operating contractor shall schedule and coordinate the use of the facility among competing training, engineering and conference events for both Government and authorized contractors IAW the approved management plan. The contractor shall maintain a web accessible schedule for the use of all facility training and testing assets.

3.5 Training Services. The contractor, operating independently and not as an agent of the Government, shall supply the necessary personnel, materials, equipment, services and all other things required for the conduct of the training that is not identified as Government furnished in the basic contract.

3.5.1 General Training Service Requirements: The contractor shall analyze, design, develop, implement and improve training courses and

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curricula for government personnel involved in the chemical demilitarization program as well as other specific program participants such as public outreach personnel and technical consultants contracted by the Government to work on chemical demilitarization projects. These services shall be conducted IAW a systems approach to training as described in ANSI/ISO/ASQC Z1.11-1996. A list of all developed courses is provide in the CDTF Course Catalogue, 2.6.

3.5.1.1 The contractor shall provide training visual aids and practical exercises where appropriate to reinforce the classroom training, presentations, and resource materials.

3.5.1.2 The contractor shall develop, administer, and score a pre-test as well as an end of course examination to determine the proficiency of each student.

3.5.1.3 For each course conducted, training documentation will be maintained and made available for Government review.

3.5.1.4 Prior to the presentation of training courses, the course content and references/resource materials will be updated by the contractor to reflect any changes to the applicable subject matter.

3.5.1.5 The contractor will formally document (for each course) all training presented and the results achieved. As a minimum, documentation will include:

\b7\b7a detailed outline, syllabus, or program of instruction presented;
a roster of students attending and successfully completing the course;
a final course academic average and overall grade (or pass/fail if that is more appropriate); and
final copies of the instructor's guide and other instructional materials.

3.5.1.6 The contractor shall be responsible for providing all training materials and operating all equipment needed to conduct each training course or class (e. g., projectors, flip charts, documentation, etc.). Each trainee shall be furnished printed course material by the contractor in a three-ring binder.

3.5.2 Specialized training and mentoring. Develop and deliver oversight training and mentoring to chemical demilitarization headquarters and field office personnel responsible for oversight of the Systems Contractors. The training and mentoring must be provided by qualified senior level individuals with extensive experience in all aspects of chemical plant processing activities.

3.5.3 Laboratory Training. The contractor shall provide laboratory sampling and analysis training for authorized contractors and Government personnel. The catalogue of courses (attachment 1) describes all the laboratory courses that the contractor must be able to conduct. The contractor shall prepare a preliminary schedule of laboratory classes and coordinate the schedule with the systems contractor at all CMA demilitarization sites. A preliminary schedule of courses for FY 05 is provided as an attachment.

3.5.4 Training Inspection and Evaluations. The contractor shall provide oversight assistance to the CMA in evaluating the adequacy and effectiveness of training programs. At the direction of the Government, the contractor shall prepare evaluation plans to evaluate the effectiveness of particular demilitarization training programs. The contractor shall conduct independent post training evaluations (Kirkpatrick level 3 evaluations) and providing training system subject matter experts to participate in demilitarization site readiness reviews. The contractor shall participate in any specific lessons learned activities directed by the contracting officer.

3.6 Equipment modification, testing and systemization support. The contractor shall provide engineering support to make modifications to munition process equipment, fabricate equipment for plant changeover and new munitions campaigns.

3.7 Property Disposal. The contractor shall dispose of all excess, surplus, and scrapped contractor inventory in accordance with FAR 45.6 and DFARS 245.6 and 245.7 using the Plant Clearance Automated Reutilization Screening System (PCARSS).

3.8 The contractor shall establish and maintain purchasing, accounting, estimating, and other financial and accounting systems in an adequate or approved status.

4.0 SUMMARY OF DELIVERABLES:

4.1 Training product deliverables, training program records and program quality plan may be submitted in the offerors format as long as they conform to the quality standard ISO Z1.11. All deliverables shall be provided electronically via email only. All deliverables shall be provided to the Contracting Officer (brian.j.murphy@us.army.mil <<mailto:brian.j.murphy@us.army.mil>>), and the Contracting Officers Representative (andrew.roach@pmcd.apgea.army.mil <<mailto:andrew.roach@pmcd.apgea.army.mil>>).

CDRLDelivery DateTitleB00130 DAC & AnnualManagement PlanB004MonthlyProject Status ReportB008 MonthlyCost Performance ReportContractor formatMonthlyMaintenance ReportsContractor formatAs RequiredInformal Technical ReportContractor formatWeekly Facility Schedule and Status ReportContractor format30 DAC Quality Plan

5.0 TRAVEL: Travel shall be arranged and reimbursed IAW JTR and FAR 31.2.

6.0 GOVERNMENT FURNISHED PROPERTY: The CDTF facility and campus described in the drawing package are provided as is for the use of the contractor to provide the services of this contract. A list of all Government furnished property provided for use is attached

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6.1 Special Equipment Test Hardware (SETH) SETH munitions will be provided at no cost to support training. The contractor is responsible for coordinating SETH requirements with CMA. The warehouse listed in table 1 is available to store the SETH training items.

6.2 Installation Support Agreement with CMA: The contractor shall comply with the U.S Army Garrison, Aberdeen Proving Ground health, safety and environmental requirements. Utilities such as fuel oil, electricity, communication lines (digital phone lines, fiber optic internet connection, 2 ISDN lines for Video Teleconferencing) and water and sewage service will be provided by the Government. Grass cutting service is provided by the Government through the installation support agreement with Aberdeen Proving Grounds. The contractor is responsible for maintenance of the equipment associated with the utilities provided.

7.0 HAZARDS INFORMATION: The CDTF is not permitted to handle energetic materials or chemical warfare agents. It is required to handle laboratory chemicals and industrial hydraulic machine parts and materials. The contractor is responsible for complying with all federal, state, and local health, safety and environmental requirements to include preparation and maintenance of all required health, safety and environmental documents. The contractor shall prepare a System Safety Management Plan.

8.0 PERIOD OF PERFORMANCE: The anticipated period of performance is 01 Oct 2004 through 30 Sep 2009. Requirements and associated costs will be negotiated annually for the succeeding Fiscal Year.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ANSI/ISO/ASQC Z1.11 - 1996 AND BY REFERENCE ISO 9000 AND 9001

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JAN/2004

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Name of Offeror or Contractor:

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subtitle, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

NONE

NONE

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number (NONE) or Contract Data Requirements List Item Number (NONE).

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier,** consisting of

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

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MOD/AMD

Name of Offeror or Contractor:H-7 5101.602-2 AVAILABILITY OF FUNDS
AFARS

OCT/2001

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of clause)

(HD7006)

H-8 52.223-4506 PERMITS AND LICENSES
OSC

FEB/1993

(a) The contractor shall procure all necessary permits and licenses, obey and abide by all applicable laws, regulations, and ordinances and other rules of the United States of America, of the state, territory, or subdivision thereof or any other duly constituted public authority wherein work is done.

(b) In addition, the contractor agrees to furnish the necessary information, supporting documents and certifications to enable the installation commander to make application for any permits or licensing deemed required.

(c) The contractor agrees to furnish all information needed to assist the installation commander in submitting recurring reports required by permits/licenses.

(End of clause)

(HS7340)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-8	FIXED FEE	MAR/1997
I-24	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-26	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2000
I-27	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-3	CONVICT LABOR	JUN/2003
I-30	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-31	52.222.21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-37	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-38	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-39	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	FEB/2002
I-40	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-41	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-42	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-43	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-44	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-45	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-46	52.224-2	PRIVACY ACT	APR/1984
I-47	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-48	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-49	52.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) - ALTERNATE IV	JUN/1989
I-50	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-51	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-52	52.229-1	STATE AND LOCAL TAXES	APR/1984

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-54	52.232-1	PAYMENTS	APR/1984
I-55	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-56	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-57	52.232-11	EXTRAS	APR/1984
I-58	52.232-16	PROGRESS PAYMENTS	APR/2003
I-59	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-60	52.232-17	INTEREST	JUN/1996
I-61	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-62	52.232-20	LIMITATION OF COST	APR/1984
I-63	52.232-22	LIMITATION OF FUNDS	APR/1984
I-64	52.232-25	PROMPT PAYMENT	OCT/2003
I-65	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-66	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
I-67	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-68	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-69	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I	JUN/1985
I-70	52.236-13	ACCIDENT PREVENTION	NOV/1991
I-71	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-72	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-73	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-74	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-75	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-76	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-77	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-78	52.242-13	BANKRUPTCY	JUL/1995
I-79	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II	APR/1984
I-80	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II	APR/1984
I-81	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-82	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-83	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	JUN/2003
I-84	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-85	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-86	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-87	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-88	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-89	52.248-1	VALUE ENGINEERING	FEB/2000
I-90	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-91	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-92	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-93	52.249-14	EXCUSABLE DELAYS	APR/1984
I-94	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-95	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-96		*** THIS REFERENCE (IA0651) IS NO LONGER VALID ***	
I-97		*** THIS REFERENCE (IA0654) IS NO LONGER VALID ***	
I-98		*** THIS REFERENCE (IA0732) IS NO LONGER VALID ***	
I-99		*** THIS REFERENCE (IA0737) IS NO LONGER VALID ***	
I-100		*** THIS REFERENCE (IA0736) IS NO LONGER VALID ***	
I-101	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-102	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-103	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-104	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-105	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-106	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-107	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003

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Name of Offeror or Contractor:

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I-108	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-109	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-110	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-111	252.211-7000 DFARS	ACQUISITION STREAMLINING	DEC/1991
I-112	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-113	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-114	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-115	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-116	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-117	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
I-118	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-119	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-120	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-121	252.227-7014 DFARS	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-122	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-123	252.227-7026 DFARS	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-124	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-125	252.227-7034 DFARS	PATENTS-SUBCONTRACTS	APR/1984
I-126	252.227-7036 DFARS	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-127	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-128	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-129	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-130	252.234-7001 DFARS	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
I-131	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-132	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-133	252.242-7005 DFARS	COST/SCHEDULE STATUS REPORT	MAR/1998
I-134	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-135	252.246-7001 DFARS	WARRANTY OF DATA	DEC/1991
I-136	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-137	252.251-7000 DFARS	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002
I-138	204.404-70(C)	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-139	52.216-18	ORDERING	OCT/1995

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MOD/AMD

Name of Offeror or Contractor:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from contract award through 30 September 2009.

(End of Clause)

(IF6088)

I-140 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 the \$3,000, 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;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 30 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 10 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)

(IF6089)

I-141 52.216-22 INDEFINITE QUANTITY

OCT/1995

(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 30 September 2010.

(End of clause)

(IF6097)

I-142 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 -1- provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least -2- days (60 days unless a different number of days is inserted) 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 60 months or 5 years.

(End of Clause)

(IF6066)

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MOD/AMD

Name of Offeror or Contractor:

I-143 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(End of Clause)

(IF6048)

I-144 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.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS	MONETARY WAGE - FRINGE BENEFITS
Project Manager	\$65.40 plus fringe
Business Manager	\$45.74 plus fringe
Mid-Level Manager & Senior Instructor	\$37.30 plus fringe
Instructor	\$27.67 plus fringe

(End of clause)

(IF6016)

I-145 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(B) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL (If none, insert "None")	IDENTIFICATION NO.
--------------------------------------	--------------------

(End of Clause)

(IF6350)

I-146 9.506 LOCAL NOTICE OF ORGANIZATIONAL CONFLICTS OF INTEREST JAN/1995

In accordance with FAR 9.506, determination has been made that the following organizations are hereby prohibited from offering as prime contractors or participating as subcontractors on paragraph 3.5.1 and 3.5.3 of the statement of work on this solicitation/contract:

- a. Westinghouse Government Environmental Services Company
1933 S. Centennial Avenue, SE
Aiken, SC 29803

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MOD/AMD

Name of Offeror or Contractor:

b. Washington Demilitarization Company
Hermiston, OR 97838 and Pine Bluff, AR 71602-9500

c. Bechtel Parsons Blue Grass, A Joint Venture
50 Beale Street
San Francisco, CA 94105-1895

d. Bechtel National, Inc.
50 Beale Street
San Francisco, CA 94105-1895

e. Parsons Infrastructure and Technology Group, Inc.
Highway 63 South
P.O. Box 519
Newport, IN 47966-0519

f. Included in this listing are home offices, other divisions, and subsidiary of the chemical demilitarization system contractors listed above. Also, included are successor contractors, if any, to the system contractors at the chemical demilitarization facilities.

(End of clause)

(IS6000)

I-147 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA-MODIFICATIONS

(End of clause)

(IF7010)

I-148 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

WARNING

Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

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

(End of clause)

(IF7098)

I-149 52.244-2 SUBCONTRACTS (COST -REIMBURSEMENT AND LETTER CONTRACTS (AUG 98) - AUG/1998
ALTERNATE 1 (AUG 98)

(End of Clause)

(IF7040)

I-150 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(End of clause)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-04-R-0022

MOD/AMD

Name of Offeror or Contractor:

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

*On execution of contract	\$
*(month) (day), 199x	\$
*(month) (day), 199y	\$
*(month) (day), 199z	\$

* TO BE INSERTED AFTER NEGOTIATION

(End of clause)

(IA7766)

I-157	252.243-7000	ENGINEERING CHANGE PROPOSALS	JUL/1997
	DFARS		

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a 'not to exceed' cost or a 'not less than' cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), and

(2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7011)

I-158	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor:

(End of clause)

(IA7035)

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MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		003	EMAIL
Attachment 001	LAB SAMPLE TASK		003	EMAIL
Attachment 002	CDTF BUILDING	29-MAR-04	001	MAIL
Attachment 003	CDTF EQUIPMENT	29-MAR-04	099	MAIL
Attachment 004	CDTF SPARE PARTS	29-MAR-04	032	MAIL
Attachment 005	COURSE CATALOG RC		045	MAIL
Attachment 006	FACILITY DESIGN	01-SEP-88	095	MAIL
Attachment 007	LAB COURSES	13-APR-04	002	MAIL
Attachment 008	PROCESS CONTROL SYSTEM SIMULATION SYSTEM DESCRIPTION SOW		011	MAIL
Attachment 009	PLANT SYSTEM DESCRIPTION TRAINING GUIDE	16-JAN-03	239	MAIL
Attachment 010	WAGE DETERMINATION NO. 94-2248 REV 20	03-JUN-03	008	EMAIL

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-4	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-6	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999
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(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ ___ Offeror elects to waive the evaluation preference.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 26 of 45
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Name of Offeror or Contractor:

(End of clause)

(KF6005)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
 _(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

 (End of Provision)

(KF7005)

K-8 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).

- () TIN:
- () TIN has been applied for.
- () TIN is not required because
- () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

- () Sole proprietorship
- () Partnership
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government
- () International organization per 26 CFR 1.6049-4;
- () Other

(f) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:
 Name:
 TIN:

(End of Provision)

(KF7043)

K-9 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ____ is a women-owned business concern.

 (End of provision)

CONTINUATION SHEET**Reference No. of Document Being Continued**

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MOD/AMD

Name of Offeror or Contractor:

(KF7022)

K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ()

are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()

has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

Name of Offeror or Contractor: _____

(KF7020)

K-13 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor:
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(End of Provision)

(KF7002)

K-14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this

Name of Offeror or Contractor:

subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

(KF7190)

K-15 45.309(B) DISPOSAL OF GOVERNMENT PROPERTY RESTRICTED SEP/1995

Offerors are requested to indicate below whether to their knowledge, the procurement involves the acquisition of Government production and research property, the disposal of which may be restricted by patent or other rights.

This procurement ____ does ____ does not involve the acquisition of Government production and research property, the disposal of which may be restricted by patent or other proprietary rights.

If procurement does involve the acquisition of such property, indicate the nature of the restriction _____.

(End of provision)

(KF7028)

K-16 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
DFARS

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Name of Offeror or Contractor:

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
------------------	------------------------------

(End of Provision)_____

(KA7702)

K-17	252.225-7006	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS	CERTIFICATE	

*** (c) (2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as 'U.S. made end products' but do not meet the definition of 'domestic end product':

_____ (insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____	_____
(insert line item number)	(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____	_____
(insert line item number)	(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

_____	_____
(insert line item number)	(insert country of origin)

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(End of provision)

(KA7505)

K-18 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
DFARS

AUG/1992

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	JAN/2004
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-5	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-6	52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR/1984
L-7	52.237-1	SITE VISIT	APR/1984
L-8	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-9	15.201	EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS	OCT/1997

A Pre-Proposal Conference will be held at -1- on -2- at -3- hours. Each Company is restricted to -4- attendee(s). Wire or telephone the Contracting Officer whether or not you will attend, give name and title of each attendee.

(End of Provision)

(LP6013)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Cost plus fixed fee, with firm-fixed price contract line items, contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-11	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Army Field Support Command
1 Rock Island Arsenal
ATTN: AMSFS-CCD-A (Brian Murphy)
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LP6021)

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L-12 52.211-4501 SINGLE PROCESSING INITIATIVES SAVINGS PROVISION AUG/1999
 OSC

(LS6040)

L-13 30.202-1(A) DISCLOSURE STATEMENT FORM SEP/1995

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(End of Provision)

(LF7011)

L-14 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
 OR PRICING DATA

(LF7002)

L-15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of provision)

(LF7015)

L-16 15.403-5 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002
 OTHER THAN COST OR PRICING DATA

(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

(End of provision)

(LF7014)

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Name of Offeror or Contractor:

L-17

AMC

AMC-LEVEL PROTEST PROGRAM

DEC/2000

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 General Accounting Office (GAO) 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. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command

Office of Command Counsel ATTN: AMCCC-PL

5001 Eisenhower Avenue

Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-18

15.503 LOCAL

DISCLOSURE OF UNIT PRICES

FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

INSTRUCTIONS TO OFFERORS FOR PREPARING PROPOSALS

PROPOSAL PREPARATION INSTRUCTIONS

A. Proposal Format: The offeror's proposal shall include a fully executed copy of solicitation W52P1J-04-R-0022 (Sections A through M inclusive) and four separate volumes, as set forth below. One original and one electronic copy of the offeror's proposal shall be required. The digital copy should be on non-rewritable CD, 3.5" High or Double Density diskette, or e-mail, using Word, version 97 through present with Spreadsheets on Excel any version within the last three years. An index of the sections shall be provided and shall contain the title of the matter discussed, referencing the paragraph number of the Statement Of Work (SOW) as well as the RFP paragraph and page numbers. The narrative discussions shall be related to the applicable RFP paragraph by placing the appropriate numbers at the beginning of the discussion text. All information pertaining to cost shall be confined to Volume III -- Cost/Price:

1. Volume I -- TECHNICAL APPROACH

Subsection A -- Training Operations and Training Development
Conceptual Approach

Subsection B -- Laboratory Mobilization Sample Task

Subsection C -- Simulation System Support and Development

Subsection D -- Test Program Planning and Execution

2. Volume II -- MANAGEMENT APPROACH

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Subsection A --	Personnel Experience
Subsection B --	Project Management and Baseline Management Experience
Subsection C --	Property Management
Subsection D --	Small Business Utilization

Volumes I & II shall be organized so that, to the extent possible, each merit evaluation factor and subfactor is presented in a separately identified section or subsection. The information contained in the explanation of each evaluation factor, and/or subfactor shall be addressed in the appropriate section in the order indicated above. Because of the nature of the division of the evaluation criteria, some duplication of material may be necessary to adequately address the evaluation factors and subfactors. In such instances, cross-referencing between Volumes I and II is permissible. Failure to comply with the above format may result in some of the offeror's proposal not being evaluated.

3. Volume III -- COST/PRICE

Supplies/Services and Prices, Cost and Pricing Data For format and supporting data, particular attentions directed to the requirements of FAR 15.408 Submission of Data and TABLE 15-2 INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL.

4. Volume IV -- PAST PERFORMANCE

For all contracts cited in this section, the offeror shall include the contract number, contracting agency or Company name, name and telephone number of the point of contact, and dollar value of the contract.

B. Proposal Length: The Government recognizes that offerors must go to considerable expense in preparation of proposals for this solicitation and prefers that proposals be practical. Elaborate formats, multi-color displays, special reproduction techniques, and the like are not necessary and are not desired. The only requirement is that proposals adequately depict a complete response to the solicitation requirements and that the management and technical volumes combined do not exceed 125 pages (including drawings, addenda, sketches, tables, graphs, and so forth). Resumes are not included in the page count. Material may be printed on both sides of a page, but each side shall count as a separate page in the page count limitation. The page limits will be strictly enforced. No pages beyond the page limits will be evaluated. The offeror shall submit a list of Key Personnel. The resumes of key personnel may be included as an addendum to Volume II, and shall not be included in the page count. Legibility, clarity, coherence, and content are important. Sheet size of the proposal contents shall be 8-1/2 x 11 inches where sheets are prepared specifically for this proposal; however, in the case of drawings, or other graphical material, they shall be reduced only to the extent legibility is not lost. All text sheets shall have a margin on all sides of a minimum of one inch. The maximum number of lines to a sheet shall be 66. The number of characters per inch shall be no more than 12. The offeror shall not submit verbatim sections of the appendices, references, or other portions of this RFP as part of their proposal.

C. Each offeror shall submit one offer.

D. Alternate Proposals: Alternate proposals will not be accepted.

E. If revised proposals and/or Best and Final Proposals (BAFO) are required, revisions shall be highlighted, grey-barred, underlined or asterisked. Government evaluators will not review any data not highlighted during the evaluation phases of revised and/or BAFO proposals.

F. Volume IV - Information properly belonging in Volumes I, II or the addenda shall not be included in Volume IV.

G. Proposal Content: Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal from both a technical and management standpoint. The technical and Management information shall include, without reference to cost, information such as: man-hours, time phased hiring plan (staff up plan), number of trips by destination, number of per diem days, and lists of equipment and supplies to be used.

H. Evidence of firm commitments in the form of proposed subcontracts, valid offers, letters of intent, and rental/lease/purchase agreements shall be provided as an addendum to Volume II and shall not be counted against the page limitation. Subcontractor/team member/parent/affiliated corporation experience/credentials may be imputed to and evaluated as part of proposals if they are identified, their responsibilities are identified, and the proposal includes a commitment from each to undertake performance under any resultant contract. Offerors shall identify uncertainties and assumptions within the requirements set forth in this solicitation and provide specific proposals for their resolution. The Government will not make assumptions concerning an offeror's intent, capabilities, facilities, and experiences. Clear identification is the sole responsibility of the offeror. The proposal shall include the following:

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I. Volume I -- TECHNICAL APPROACH

A. Training Operations & Training Development Conceptual Approach shall include the following:

1. The offeror shall address training operations, training development, simulator support and development, maintenance, QA/QC, safety, environmental compliance and reporting. For the CDTF project, the offeror shall provide a technical approach which is thorough and detailed with discussion of the various aspects of chemical demilitarization training operations and support functions including developing and maintaining training materials, support equipment, maintenance procedures and SOPs. The technical approach shall demonstrate a comprehensive understanding of and plan to achieve the objectives identified in paragraph 1.2 of the statement of work. The offeror shall identify relevant projects where the various aspects of the proposed approach have been used.

2. The offeror's proposal shall describe the approach to optimize the efficient utilization of the CDTF. The discussion should address plans to establish the facility as a preferred training source for Chem Demil contractors. Additionally, address approaches to be used to ensure optimum class sizes while being responsive to CMA and other customers needs for timely and effective training. Additionally, the offeror shall identify their approaches and initiatives to reduce cost risk to the Government under this anticipated cost reimbursable contract.

3. The offeror's proposal shall include a detailed description of the offeror's approaches to hiring, training, and certifying instructors and the maintenance staff. The description shall address the times required for training.

B. Lab Mobilization Sample Task - Offeror will provide a mobilization plan approach that describes all activities necessary to recruit a staff, prepare or adapt training materials, certify instructors and coordinate the training schedule with the system contractors for chemical demilitarization laboratory training.

C. Simulation System Support and Development:

1. The offeror's proposal shall describe simulation experience in development and support of training operations within the past three years. This experience must be with previous or on-going simulation project(s) of similar or larger size and scope to this project. The offeror shall relate applicability of their past experience to this project. The description shall include the type of plant(s) simulated, the kind of product produced (e.g. training simulator only), the size of the simulation code (Source Lines of Code), and the programming language used. Present a general description of the simulation effort, value and length of development, operational experience, and where the simulation effort was performed

2. The description of previous work shall demonstrate a pragmatic and realistic approach to simulation projects and shall openly and candidly present problems encountered and steps to resolve them.

D. Test Program Planning and Execution: The offeror shall present a detailed approach to the development of a test program as required by the statement of work. The approach shall describe test schedules, development of test procedures, and the reporting of results. The proposal shall demonstrate a thorough familiarity with complex start-up problems and manufacturing engineering approaches to solving plant-operating issues.

II. VOLUME II -- MANAGEMENT APPROACH

A. Personnel Experience: The Offeror shall describe the past experience and education of the project manager, facility use coordinator, instructors, and subject matter experts, via resume, and identify these personnel by positions and cross referencing these personnel to the organization breakdown structure and contract work breakdown structure (CWBS). The resumes of the personnel assigned to the project shall indicate the extent of experience with their assigned functional area and on a project of similar size and complexity.

B. Project Management and Baseline Management Experience:

1. The offeror shall describe their overall approach to the management of the project including all activities required by the statement of work. This approach shall address the following:

a. A description of the organization with supporting rationale down to the lowest organizational level. The organization chart shall reflect sound management practices, and appropriate levels of supervision for QA/QC, safety, environmental activities, training operations, training development, simulation support, and maintenance. The offeror's proposed organizational structure shall reflect the levels required for each position and shall provide a cross reference of personnel to the OBS elements.

b. A well organized, comprehensive and detailed management approach describing all activities including the relationships between them

Name of Offeror or Contractor:

c. A detailed description of the offeror's approach to staffing and management of organizational interfaces, to include all performers.

d. The offeror shall describe the relationship between corporate oversight functions and project management.

2. The offeror shall address in all areas how corporate experience will be applicable to this project.

C. Property Management:

1. The offeror shall submit their plan to establish and maintain a Property Management System that is compliant with FAR 52.245-5 and 52.245-2.

2. The offeror shall describe previous experience with government-owned-contractor-operated facilities management and how their property systems complied with the FAR/DFARS property management requirements. The offeror shall provide the number of items of Government property in all property classifications they have managed.

D. Small Business Utilization

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

a. Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

b. Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

a. The offeror is to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPEEST. \$ VALUEPRODUCT OR SERVICECOMPANY NAME TOTAL SB \$LARGE BUSINESSEST. \$ VALUEPRODUCT OR SERVICECOMPANY NAMEEST. TOTAL CONTRACT \$EST. TOTAL SUBCONTRACTING \$

b. Realism - All offerors are to provide a detailed description of their methods used to promote, monitor and small business utilization, as prescribed by FAR 52.219--8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items.

i. Large business offerors shall document their performance using information prescribed by FAR 52.219-9 Small Business Subcontracting Plan, in contracts within three years prior to the initial closing date, for the same or similar items.

ii. The documentation shall include their actual performance in utilizing SB and HBCU/MI contractors, such as the most recent SF 294 for each relevant contract.

iii. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level.

iv. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

III. VOLUME III - COST/PRICE

A. The offeror shall prepare a cost proposal in compliance with the requirements of FAR 15.403 and 15.408. Format for submission of cost proposal data will be in accordance with FAR 15.408 and TABLE 15-2 INSTRUCTIONS FOR SUBMITTING COST/PRICE PROPOSALS WHEN COST OR PRICING DATA ARE REQUIRED. This includes the requirements for SF Form 1411s and compliance with the instructions on the form. Each element of cost shall be completely documented to show the basis and rationale used in arriving at the amount proposed, and the proposal shall be properly cross-referenced. Supporting information for each cost element must be adequate for evaluators to determine the cost

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buildup and include any rates, hours, material, escalation, cost data sources, methodology and assumptions used. The following supporting data shall also be included in appropriately cross-referenced supporting narrative:

1. Labor: A breakdown of labor classification shall be required showing the estimated hours, number of personnel, rates used, and total cost. The basis for the rates used shall be fully explained. Also, company pay scales shall be provided showing the company classification and pay range.

2. Overhead: The overhead shall be broken down into the individual elements that it covers to include separate breakouts for work performed on site and work performed at the Contractor's home office or field offices. The individual elements comprising the overhead shall be fully explained as to how the amounts were computed, both in figures and words.

3. Overtime: Offeror shall include all costs for overtime to support work at the site. No other overtime shall be proposed unless it can be shown that this is cost effective. Offeror shall include an explanation of the basis upon which the overtime was computed.

4. Pay Differential: If it is the offeror's policy to pay its employees a differential due to work on swing and graveyard shifts, such differential shall be included in the cost estimate and explained with figures and words.

5. General and Administrative Expense: An explanation of the base and rate used to compute the amount proposed shall be required. The rate shall be broken down into the individual elements of which it is comprised and any services that are provided to the contract through G&A shall be listed and explained.

6. Fee: Offeror shall include the proposed fixed fee for the total contract as it relates to Section B, schedule.

7. Travel Costs: The offeror shall show all trips to and from the CDTF, the days for each trip, the number of people traveling and the air fare, per diem and other expenses involved with the trip.

8. For estimating purposes only, the offeror should take into consideration the following:

- a. The offeror shall allocate the cost of project support and management to the SubCLINs that the support is being provided.
- b. The offeror shall plan to have instructors certified to instruct the following courses:

Sample Collection October 1, 2004 LQ October 18, 2004 Process Residue Analysis October 25, 2004 LAT 2 DAAMS Training October 29, 2004 LEM November 1, 2004 DAAMS GCN November 1, 2004 LMT-2.2 November 8, 2004 Dynatherm DAAMS GCN November 15, 2004 LAT-3 November 22, 2004 All Other Courses December 6, 2004

B. Cost Realism: A proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost or price, shall be explained in the proposal. For example, if the use of new and innovative production techniques are intended, their impact on cost or price shall be explained; or if a business policy decision has been made to absorb a portion of the estimated cost, that shall be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of work required, financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

IV. VOLUME IV - PAST PERFORMANCE

1. The offeror shall submit a description prime and major subcontractor projects that meet the relevancy criteria established below. Past performance, where the non-mandatory relevancy criteria apply, will have more weight than past performance where it doesn't apply. A major subcontractor is one who is expected to perform critical elements or more than 10 percent of the requirements.

Relevancy Criteria:

- a. Requirements are comparable to those identified in this solicitation
- b. The project was completed or performed within the 3 years of the closing date of this solicitation.
- c. The project demonstrated more than 6 months of actual performance. Projects of less than 6 months duration or those that were awarded less than 6 months prior to the closing date of this solicitation will not be considered relevant.

Non-mandatory but important Relevancy Criteria

- a. The project was performed under a cost reimbursable type contract.
 - b. The annual contract value was \$1 million or greater
2. Each offeror shall assign a reference number for each project and used throughout this volume. (The source of experience form,

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referenced below, is formatted with numbers assigned). The following data shall be included for the offeror and major subcontractors.

- a. CAGE Number/code
 - b. Program and Contract Number
 - c. Was the work performed as a prime or subcontractor?
 - d. Contract Type (Fixed Price or Cost Reimbursable?)
 - e. Date Awarded
 - f. Awarded cost/price
 - g. Final/projected Cost/price
 - h. Original Period of Performance
 - i. Final/Projected Period of Performance
 - j. Government Contracting Office/Company, Address and Phone
 - k. Procuring Contracting Officer (PCO) and/or company point of contact, address, telephone number, and e-mail address
 - l. Administrative Contracting Officer (ACO), address, phone and fax number.
 - m. Government Technical Representative/Contracting Officer's Representative (COR), address, phone data fax number.
 - n. A narrative discussion of up to 100 words describing how the requirements of the project are comparable to the statement of work requirements in this solicitation.
 - o. Identify any contract terminated, in whole or part, for any reason, in the last three years regardless of whether they are relevant/similar to the this solicitation. This includes those contracts currently in the process of being terminated.
 - p. Provide the status of the following business management systems: Purchasing, Property Management, Accounting, Estimating, and Billing. Identify the dates DCAA audits were conducted and when the contracting officer notified you whether the system was approved, determined to be adequate, withheld, withdrawn, etc.
2. The prime and critical/major subcontractors will be evaluated for quality based on the following elements: Management Performance, Cost/Schedule Performance, and Training Proficiency/Responsibility.
3. Contractors Past Performance Questionnaire - The offeror shall complete the top section of the Questionnaire and provide it to the proposed respondent to complete the ratings and fax to 410-436-8595. It is the responsibility of the offeror to ensure questionnaires are completed and submitted. The offeror shall provide a list of individuals to whom questionnaires were provided.
4. In order to gain a realistic overview of the offerors past performance, the Government will gather information from a variety of sources to include responses from questionnaires, interviews with contract references or individuals familiar with the offerors performance, and data contained within Government files, award fee reports, data bases, etc. In order to achieve timely and comprehensive comments from the references, the Government requests that past performance data be provided within twenty-five days of the issuance of the solicitation.
5. Offerors submitting proposals that do not accurately contain the requested information, may risk receiving an unknown rating for those aspects of their past performance. This also applies to those cases where the Government is unable to obtain qualitative information about the offerors past performance on projects due to inaccurate contact information for references and non-receipt of questionnaires.
6. Offerors shall provide written consent, on letterhead stationary, from each proposed major/critical subcontractor allowing the Government to directly discuss that subcontractors past performance with the offeror.

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*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997

(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

A. Basis of Award. Award will be made to the offeror whose proposal represents the best value to the Government, considering the evaluation criteria. Consequently, integration of the Technical Approach, Management and Past performance with the total evaluated cost/price could result in award to other than the offeror with the lowest cost/price.

B. Evaluation Guidance. Selection of the successful offeror will be made based on the evaluation criteria stated below. However, any proposal which appear to be unreasonable, unrealistic, unsupported, unclear, and/or deficient, in terms of technical approach, schedule commitments, and/or costs (high or low) will be deemed reflective of an inherent lack of technical competence or failure to comprehend the complexity and risks of the Government's requirements stated in this solicitation. This may be grounds to reject the proposal. If required, discussions will only be conducted with those offerors who are within the competitive range based on all the evaluation criteria. Selecting an offeror for award will be based on an evaluation of proposals for the following factors: Technical Approach, Management, Past Performance, and Cost/Price. Each factor is weighted and is separately described below.

1. Technical Approach and Management will be evaluated and given an adjectival rating of excellent, good, satisfactory, marginal, or unacceptable.

2. Past Performance will be evaluated and given an adjectival rating of high, moderate, low, or unknown risk.

3. Cost/Price will be evaluated and rated in a narrative manner for fairness, reasonableness, realism, and probable cost. The evaluation of cost will be based on the Government generated cost realism number.

C. Evaluation Criteria. The evaluation criteria are divided into successively lower levels of importance. First tier criteria are called factors. Second tier criteria are called subfactors.

Factors are:

- I. TECHNICAL APPROACH
- II. MANAGEMENT APPROACH
- III. PAST PERFORMANCE
- IV. COST/PRICE

The factors, in descending importance, are: Technical Approach is most important, Past performance and management are next in importance and are considered equal, and cost/price is least important.

Subfactors under their respective factors are:

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I. TECHNICAL APPROACH (factor)

A. Training Operations and Training Development Conceptual Approach (subfactor)

1. The proposals will be evaluated to determine the offerors understanding of the requirements and objectives, the feasibility and potential effectiveness of the approach in meeting the requirements, and the experience the offeror has in implementing a similar approach on projects with requirements comparable to those included in this solicitation.

2. The proposals will be evaluated to determine the feasibility and potential effectiveness of the offerors approach to encourage the use of the CDTF for training by systems contractors and other parties associated with the Chemical Disposal Program. Additionally, the offerors approach to ensure scheduling of courses to meet program requirements and the potential effectiveness of proposed procedures to optimize class sizes for optimum cost effectiveness will be assessed. Additionally, the feasibility and potential effectiveness of the offerors approaches and initiatives to reduce cost risk to the Government shall be evaluated.

3. The feasibility and potential effectiveness of the offerors hiring, training, and certifying approaches will be evaluated.

B. Lab Mobilization Sample Task (subfactor) - The proposals will be evaluated to determine the offeror's understanding of the requirements, the feasibility and potential effectiveness of the approach in meeting the requirement.

C. Simulation System Support and Development (subfactor)

1. The offerors expertise and experience in developing and maintaining sophisticated simulator training operations shall be evaluated.

2. The offerors identification of, understanding of, and approaches to solving the types of problems that can be expected on simulators used for training comparable to that used at the CDTF will be assessed. The proposals will be assessed to determine the effectiveness of the results, the use of innovative approaches, and the application of sound technical and/or management judgment.

D. Test Program Planning and Execution (subfactor) - The proposals will be evaluated to determine the offerors understanding of the requirements, the feasibility and potential effectiveness of the approach in meeting the requirements. Additionally, the offerors understanding of the risks associated with complex process start-up and approaches to mitigate the risks will be assessed. The subfactors are listed in their descending order of importance.

II. MANAGEMENT APPROACH(area)

A. Personnel Experience (subfactor) - The experience, training, and education of key personnel will be evaluated to determine their qualifications for performing the role they are proposed.

B. Project Management and Baseline Management Experience (subfactor)

1. The offerors proposal will be evaluated to assess the feasibility, potential efficiency and potential effectiveness of:

a. The proposed organizational structure.

b. The management approach and offerors plans to accomplish all activities required in the statement of work.

c. The offerors approach to staffing and managing the organizational interfaces.

d. The offerors approach to providing corporate oversight and assistance will be evaluated.

2. The offerors demonstrated experience in managing projects of similar scope and complexity will be evaluated. Greater importance will be placed on those approaches that have previously been used by the offeror for comparable requirements.

C. Property Management (subfactor)

1. The proposals will be evaluated to determine the offerors understanding of the requirements, the feasibility and potential effectiveness of the approach in meeting the requirements.

2. The experience the offeror has in implementing a similar approach on projects with requirements comparable to those included in this solicitation. Greater importance will be placed on those approaches that have previously been used by the offeror for comparable requirements.

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D. Small Business Utilization (subfactor)

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

Small Business (SB)
Small Disadvantaged Business (SDB)
Women-Owned Small Business (WOSB)
Veteran-Owned Small Business (VOSB)
Service Disabled Veteran-Owned Small Business (SDVOSB)
Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB;

and

Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

a. Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

b. Estimated total dollar amount to Small Businesses, as well as in each of the Small Business categories and HBCU/MIs.

c. Realism - The Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:

i. The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns. SBs and HBCU/MIs are reminded to include their own performance on their contracts.

ii. For large business offerors, their performance as prescribed by FAR 52.219-9, Small Business Subcontracting Plan. This includes evaluation of the offerors actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.

iii. Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

The subfactors are listed in their descending order of importance.

III. PAST PERFORMANCE (factor)

The Past Performance area has no subfactors.

A. The Government will conduct a performance risk assessment based upon the currency, relevancy, source, context, and general trend of the offerors past performance as it relates to the probability of successful accomplishment of the required effort. The relationship between the past performance information and the offerors proposed role(s) in the CDTF project will also be considered. When assessing performance risk, the Government will focus its inquiries on the offerors record of performance as it relates to the performance of all solicitation requirements. For the purposes of these evaluations, the offeror includes the prime contractor and major subcontractors/team members who are responsible for critical elements or more than 10 percent of the required effort. The time standards for relevant contracts that must be included those 1) awarded/started within three years prior to the closing date of this solicitation, and 2) awarded/started more than three years prior to the closing date of this solicitation, but completed or performed within the three years prior to the closing date and up to the date of the award of this contract, and 3) on-going contracts with at least six months of actual performance. Any negative or other information, which impacts the Performance Risk Assessment and which the offeror has not previously had an opportunity to address, shall be furnished to the offeror for comment during ensuing exchanges with offerors.

B. The Past Performance Factor evaluation will consist of an integrated assessment of the offerors past performance in order to establish a performance risk rating associated with the offerors participation in the CDTF project.

1. The relevancy of the offerors past performance will be analyzed. Projects must be for comparable requirements and must meet the relevancy time criteria to be considered relevant. Most significance will be placed on those projects that meet all of the relevancy criteria.

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2. The quality of the offerors past performance will then be evaluated to arrive at the overall past performance rating. In determining the quality of the offerors past performance, the following aspects will be evaluated:

a. Management Performance - The offerors performance in the areas of: (1) commitment to efficient and effective management and oversight, (2) safety, (3) problem resolution, (4) maintaining an effective workforce, and (5) management of subcontractors will be assessed.

b. Cost/Schedule Performance - The offerors ability to execute performance within proposed costs and schedules and develop effective and innovative correction plans to mitigate cost overruns and schedule slippages will be assessed. Also, the offerors performance in establishing and maintaining business management systems is an approved or adequate status will be assessed.

c. Training Proficiency and Responsiveness - The Government will assess the offeror performance in planning and executing training requirements for customers, and proficiency and responsiveness in providing training simulation support.

C. Rating of Past Performance: The quality of the offerors past performance will be rated for each phase of the CDTF project in accordance with the following:

HIGH PERFORMANCE RISK: Significant doubt exists, based on the offerors performance record, that the offeror will successfully perform the required effort in accordance with the terms and conditions of the contract.

MODERATE PERFORMANCE RISK: Some doubt exists, based on the offerors performance record, that the offeror will successfully perform the required effort in accordance with the terms and conditions of the contract.

LOW PERFORMANCE RISK: Virtually no doubt exists, based on the offerors performance record, that the offeror will successfully perform the required effort in accordance with the terms and conditions of the contract. To earn this rating the offeror must demonstrate that conscious and deliberate actions on the part of the contractor were major contributors to successful performance.

UNKNOWN PERFORMANCE RISK: No relevant past performance record identifiable. A thorough search was unable to identify any applicable past performance information for the offeror or key team members/subcontractors or their key personnel for the functional areas in which they are proposed.

D. Relative Order of Importance of elements of Past Performance: Management Performance, Cost/Schedule Performance, and Training Proficiency/Responsibility are of equal importance in the performance risk evaluation.

E. During the source selection process, the Government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk.

1. Proposal risks are those risks associated with an offerors proposed approach in meeting the Governments requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation under the technical approach, management approach and cost areas.

2. Performance risks are those risks associated with an offerors likelihood of success in performing the solicitation requirements as indicated by that offerors record of past performance. Performance risk is assessed by the SST and is assigned a narrative rating in the past performance area of the evaluation.

F. The Government may obtain any available information on the offeror and its proposed subcontractors from available sources to include, but not limited to the Contractor Information System at Army Materiel Command (AMC) or similar databases within the Department of Defense (DoD), responses to questionnaires, interviews, award fee reports, etc.

G. Offerors who do not submit past performance information that is accurate and complete may risk receiving an unknown rating for those particular aspects of their past performance.

IV. COST/PRICE (factor)

The Cost/Price area has no subfactors.

A. Cost/Price will be evaluated and rated in a narrative manner for fairness, reasonableness, realism, and probable cost. The evaluation of cost will be based on the Government generated cost realism number.

B. While cost will be evaluated for reasonableness and realism, cost may play an additional role as follows: considerations of cost in terms of overall total program evaluated costs, best value, and affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal or when a superior proposal is at a cost which the government cannot afford.

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MOD/AMD

Name of Offeror or Contractor:

(End of Provision)

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M-3 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION
DFARS

OCT/2003

M-4 42.1501-4500 PERFORMANCE EVALUATION CRITERIA
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(End of Provision)

(MS7015)