

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOS1	Page 1 Of 15
2. Contract (Proc. Inst. Ident) No. DAAE20-00-C-0024		3. Effective Date 2000JAN24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC FAYE TABER (309) 782-3796 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) TACOM-ROCK ISLAND AMSTA-CM-CREC ROCK ISLAND IL 61299-7630	
e-mail address: TABERF@RIA.ARMY.MIL		SCD C	PAS NONE	ADP PT ZZZZZ5

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CHARLES F DAY & ASSOCIATES NORTHWEST TOWER SUITE 300 2550 MIDDLE ROAD BETTENDORF IA 52722-0000		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE		
TYPE BUSINESS: Other Small Business Performing in U.S.		9. Discount For Prompt Payment Net 14 Days		
Code 1JUR5		Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:
11. Ship To/Mark For SEE SCHEDULE		Code		Item 12

11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS ST LOUIS ATT DFAS-SL-FPV 4300 GOODFELLOW BLVD BLDG 110 PO BOX 200009 ST LOUIS MO 63120-0009 Payment will be made by Electronic Funds Transfer		
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data ACRN: AA 21 02020000006N6N40P42212325FA S19130 W13G07		

15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Cost Contract	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
Contract Expiration Date: 2001JAN23		15G. Total Amount Of Contract \$99,724.00			

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	12
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	14
Part IV - Representations And Instructions							
X	D	Packaging and Marking					
X	E	Inspection and Acceptance	8				
X	F	Deliveries or Performance	9				
X	G	Contract Administration Data	10	X	L	Instrs., Conds., and Notices to Offerors	15
X	H	Special Contract Requirements	11				
				X	M	Evaluation Factors for Award	

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor s Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government s solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer JOYCE L KLEIN KLEINJ@RIA.ARMY.MIL (309) 782-5051	
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed	20B. United States Of America By _____ (Signature of Contracting Officer)	20C. Date Signed

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MOD/AMD

Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

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Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

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 General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. 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://www.amc.army.mil/amc/command_counsel/protest/protest.html

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

(END OF CLAUSE)

(AS7010)

THE PURPOSE OF THIS DOCUMENT IS TO AWARD A FIRM FIXED PRICED CONTRACT (CLIN 0001AA) FOR THE PLANNING, COORDINATION AND DELIVERY OF TECHNICAL MANAGEMENT SUPPORT AND SERVICES FOR THE FAMILY OF US ARMY COLLECTIVE PROTECTION EQUIPMENT. SPECIFIC PROGRAMS INCLUDE, BUT ARE NOT LIMITED TO, THE M56 GAS PARTICULATE FILTER UNIT (GPFU) SERIES, M28 COLLECTIVE PROTECTIVE EQUIPMENT (CPE) AND OTHER SHELTERS SUPPORTING ARMY AND OTHER JOINT SERVICE MEDICAL AND NONMEDICAL SYSTEMS. THE PERIOD OF PERFORMANCE IS FROM 24 JAN 2000 THROUGH 23 JAN 2001. CHARLES F. DAY & ASSOCIATES PROPOSAL, DATED 13 DEC 1999 IS AT ATTACHMENT 1.

ALSO AWARDED IS A COST REIMBURSEMENT LINE (CLIN 0002AA) FOR TRAVEL EXPENSES INCURRED WHILE PERFORMING THE SOW/PWS. DD250s, ACCEPTED BY THE COR, APPOINTED BY THE CONTRACTING OFFICE, WILL BE SUBMITTED TO DFAS FOR REIMBURSEMENT OF TRAVEL EXPENSES. THIS COST LINE IS FUNDED AT \$25,104. THE CONTRACTOR IS INSTRUCTED TO NOTIFY THE CONTRACTING OFFICER WHEN 75 PERCENT OF THIS COST, OR \$18,828, HAS BEEN EXPENDED. THE TRAVEL SOW IS AT ATTACHMENT 2.

THE CONTRACTOR, CHARLES F. DAY & ASSOCIATES, IS TO BE PAID IN 26 EQUAL INSTALLMENTS OF \$2870.00 AS FOLLOWS:

07 FEB 2000
21 FEB 2000
06 MAR 2000
20 MAR 2000
03 APR 2000
17 APR 2000

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01 MAY 2000
15 MAY 2000
29 MAY 2000
12 JUN 2000
26 JUN 2000
10 JUL 2000
24 JUL 2000
07 AUG 2000
21 AUG 2000
05 SEP 2000
18 SEP 2000
02 OCT 2000
16 OCT 2000
30 OCT 2000
13 NOV 2000
27 NOV 2000
11 DEC 2000
26 DEC 2000
08 JAN 2000
23 JAN 2000

*** END OF NARRATIVE A001 ***

Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SPECIFIC PROGRAMS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

THE COLLECTIVE PROTECTION EQUIPMENT (CPE), INCLUDING, BUT NOT LIMITED TO, THE M56 GAS PARTICULATE FILTER UNIT (GPFU) SERIES, M28 CPE AND OTHER SHELTERS SUPPORTING ARMY AND OTHER JOINT SERVICE MEDICAL AND NON-MEDICAL SYSTEMS.

THIS PERFORMANCE WORK STATEMENT (PWS) IS FOR THE PLANNING, COORDINATION AND DELIVERY OF TECHNICAL MANAGEMENT SUPPORT AND SERVICES FOR THE FAMILY OF US ARMY COLLECTIVE PROTECTION EQUIPMENT. SPECIFIC TASKS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

1. PROVIDE MONTHLY STATUS REPORTS DEPICTING STATUS OF ASSIGNED PORTIONS OF CPE IN AN AUTOMATED FORMAT COMPATIBLE WITH SBCCOM-RI SYSTEMS AND SOFTWARE.
2. PROVIDE BRIEFING PACKAGES FOR SELECTED CPE CELLS AS REQUIRED BY COR
3. PROVIDE READ AHEADS AND TRIP REPORTS FOR SELECTED MANAGEMENT AND TECHNICAL HEARINGS THAT CONTRACTOR IS REQUIRED TO ATTEND.
4. PROVIDE MATRIX MANAGEMENT PLAN, TO INCLUDE PROVISIONS FOR ACQUISITION, FIELDING AND SUSTAINMENT FOR SELECTED CPE IN ACCORDANCE WITH ESTABLISHED TIMEFRAMES.
5. PROVIDE TECHNICAL REPORTS ADDRESSING ACQUISITION, FIELDING, INTEGRATED LOGISTICS AND SUSTAINMENT FOR SELECTED CPE IN ACCORDANCE WITH ESTABLISHED TIMEFRAMES.
6. THE CONTRACTOR MUST HAVE OR HAVE THE ABILITY TO OBTAIN A SECURITY CLEARANCE.
7. PERFORMANCE OF THE CONTRACT IS AT ROCK ISLAND ARSENAL, ROCK ISLAND, IL. THE CONTRACTOR MUST BE ABLE TO INTERACT PERSONALLY WITH THE INTEGRATED PRODUCTS TEAM (IPT) AT LEAST 85 PERCENT OF THE WORK YEAR. THE CONTRACTOR SHALL BE EASILY ACCESSIBLE DURING NORMAL GOVERNMENT DUTY HOURS AND SHALL BE WITHIN EASY COMMUTING DISTANCE OF THE ROCK ISLAND ARSENAL, ROCK ISLAND, IL.
8. CONTRACTOR PERSONNEL SHALL NOT RELEASE ANY PROPRIETARY INFORMATION OR ANY SOURCE SELECTION INFORMATION OBTAINED DURING THE COURSE OF PERFORMANCE OF THIS STATEMENT OF WORK. CONTRACTOR PERSONNEL SHALL BE BOUND BY AR 25-55, JOINT ETHICS REGULATIONS, DoDD 5500.7 AND 5 CFR PART 2635, ET SEQ., AND PROVISIONS OF FAR AND ITS SUPPLEMENTS. CONTRACTOR PERSONNEL MUST NOT HAVE ANY CONFLICT OF INTEREST WITH POTENTIAL OFFERORS FOR ITEMS/SERVICES RELATED TO THIS SCOPE OF WORK. CONTRACTOR PERSONNEL SHALL SIGN CERTIFICATIONS CONCERNING CONFLICTS OF INTERESTS, NONDISCLOSURE AND RULES OF CONDUCT AS REQUIRED DURING THE PERFORMANCE OF THIS SOW/PWS. THE CONTRACTOR SHALL ADHERE TO THE JOINT ETHICS REGULATION AS COVERED IN DOD 5505.7-R DATED AUG 93 AND OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LOCAL LAWS.
9. ALL US ARMY CPE INFORMATION AND RESOURCES CURRENTLY MAINTAINED BY THE GOVERNMENT WILL BE MADE AVAILABLE TO THE CONTRACTOR AND COPIES THEREOF MAY BE INCORPORATED INTO THE CONTRACTOR'S FILES.
10. PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE STANDARDS CONTAINED HEREIN AND AS PRESCRIBED IN THE DOD 5000 SERIES PUBLICATIONS OF PROGRAM AND SYSTEM MANAGEMENT.
11. THE CONTRACT SERVICES SHALL BE PROVIDED AT THE SBCCOM (RI) AT ROCK ISLAND ARSENAL AND ADDITIONAL WORK SITES AS DEEMED NECESSARY BY THE CONTRACTOR AND CONTRACTING OFFICER'S REPRESENTATION (COR).
12. THE CONTRACTOR SHALL BE AVAILABLE AS NECESSARY TO PERFORM THE DUTIES AS DESCRIBED IN THE SOW/PWS. THE CONTRACTOR MUST REMAIN FLEXIBLE REGARDING HOURS WORKED IF ISSUES NECESSITATE SUCH.
13. THE CONTRACTOR SHALL MAINTAIN EFFECTIVE WORKING RELATIONSHIPS WITH COMMANDERS, PROGRAM MANAGERS, STAFF AGENCIES, TEAM LEADERS AND OTHERS AS NECESSARY TO PERFORM WORK SPECIFIED IN THE PWS/SOW AND ASSURE DIRECT SERVICE AS SPECIFIED IN THE PWS/SOW.
14. THE CONTRACTOR SHALL OBTAIN BADGES AND DECALS FROM THE GOVERNMENT. THE BADGES SHALL IDENTIFY CONTRACTOR AS A NON-GOVERNMENT EMPLOYEE. PARKING ON POST SHALL BE IN DESIGNATED "CONTRACTOR" PARKING SPACES. SUCH BADGES AND DECALS SHALL BE RETURNED TO THE GOVERNMENT UPON COMPLETION OF THE CONTRACT.
15. THE GOVERNMENT SHALL FURNISH ALL SUPPLIES AND EQUIPMENT, ON SITE AT THE ROCK ISLAND ARSENAL, ROCK ISLAND, IL., REQUIRED TO MEET THE TERMS OF THE CONTRACT, UNLESS OTHERWISE PROVIDED IN THE PWS/SOW. ALL FORMS, REGULATIONS, AND PERTINENT ARMY PUBLICATIONS NECESSARY TO COMPLY WITH THIS PWS/SOW WILL BE PROVIDED. INITIAL SUPPLY OF THESE ITEMS SHALL BE AVAILABLE ON THE CONTRACT START DATE. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN CURRENT AND UPDATED

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Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

FORMS THROUGH THE PUBLICATIONS OFFICE AND ESTABLISH REQUIREMENTS FOR REPLACEMENT.

16. THE CONTRACTOR SHALL SIGN A NONDISCLOSURE STATEMENT IF AND WHEN ACCESS TO CLASSIFIED, CLOSE HOLD, PROCUREMENT, OR BUSINESS SENSITIVE MATERIAL IS AUTHORIZED.

17. THE GOVERNMENT SHALL PROVIDE FIRE PROTECTION, CLASS A AND C PHONES, UTILITIES, CUSTODIAL AND SECURITY SERVICES ON SITE AT THE ROCK ISLAND ARSENAL, ROCK ISLAND, IL TO THE EXTENT THEY ARE PROVIDED TO THE CHEMICAL PRODUCT CENTER.

18. THE CHIEF OF THE SBCCOM-RI SITE SHALL PROVIDE A SUITABLE SPACE LOCATED IN THE SBCCOM-RI SITE AND FURNISHED WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT FOR USE DURING THIS CONTRACT. THE CONTRACTOR SHALL ALSO HAVE ACCESS TO GROUP MEETING ROOMS OR THE VIDEO TELEVISION CENTER (VTC) OR OTHER AREAS NEEDED TO PERFORM THE PWS/SOW, WITH THE APPROVAL OF THE COR.

19. THE CONTRACTOR SHALL HAVE ACCESS TO SBCCOM (RI) COPYING MACHINES FOR REPRODUCTION OF THE US ARMY CPE MATERIAL. THE CONTRACTOR WILL BE REQUIRED TO MEET ANY APPLICABLE OFFICE PROCEDURES REGARDING USE OF THE COPYING MACHINES.

20. THE CONTRACTOR SHALL BE ABLE TO USE SBCCOM (RI) FACSIMILE MACHINES TO MEET THE REQUIREMENTS OF THE PWS/SOW.

21. USE OF OTHER OFFICE EQUIPMENT, SUCH AS VIDEO EQUIPMENT, VIDEO TAPES, SOFTWARE, BOOKS, PAMPHLETS, ETC. AS AVAILABLE, TO MEET THE REQUIREMENTS OF THE PWS/SOW SHALL BE AUTHORIZED. IF SPECIFIC SOFTWARE IS NEEDED TO PERFORM THE REQUIREMENTS OF THE PWS/SOW OR THE GOVERNMENT IS THE LICENSEE FOR SUCH PROGRAMS, THE GOVERNMENT SHALL PROVIDE THE CONTRACTOR WITH THE SOFTWARE FOR THE DURATION OF THE CONTRACT, TO BE USED IN THE CONTRACTOR'S OFFICE.

22. THE CONTRACTOR MUST BE WILLING TO TRAVEL 25-50 PERCENT OF THE WORK YEAR. IF THE CONTRACTOR IS REQUIRED TO TRAVEL, HE SHALL SUBMIT A DD250, WITH BACKUP VOUCHERS, TO THE COR FOR APPROVAL, AND FORWARD THE DD250 TO DFAS FOR REIMBURSEMENT. A COST LINE, CLIN 0002AA, HAS BEEN SET UP IN SECTION B FOR TRAVEL EXPENSES. THE CONTRACTOR IS REQUIRED TO NOTIFY THE CONTRACTING OFFICER WHEN 75 PERCENT, OR \$18,828, HAS BEEN EXPENDED, WHEREBY THE TRAVEL LINE MAY BE REASSESSED.

*** END OF NARRATIVE C001 ***

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Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

SECTION E - INSPECTION AND ACCEPTANCE

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

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

THE INSPECTION AND ACCEPTANCE SITE FOR ALL EFFORTS PROVIDED UNDER THIS CONTRACT SHALL BE THE SBCCOM (RI) AT ROCK ISLAND, ILLINOIS

THE CONTRACTING OFFICER WILL DESIGNATE AN INDIVIDUAL(S) TO ACT AS THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) UNDER THIS CONTRACT. SUCH REPRESENTATIVE(S) WILL BE DESIGNATED BY LETTER FROM THE CONTRACTING OFFICER IN THE TECHNICAL PHASE OF THE WORK, BUT WILL NOT BE AUTHORIZED TO CHANGE ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT.

THE CONTRACTOR SHALL ALLOW THE CONTRACTING OFFICER OR THEIR DULY AUTHORIZED REPRESENTATIVE(S) ACCESS TO AND RIGHTS TO EXAMINE ANY DOCUMENTS OR RECORDS RELATED TO THIS CONTRACT.

THE GOVERNMENT WILL HAVE THE RIGHT TO CONDUCT SURVEILLANCE OF THE CONTRACTOR'S PERFORMANCE INCLUDING SERVICES RENDERED AND ANY DOCUMENTATION OR WRITTEN MATERIAL IN SUPPORT THEREOF UNDER THIS CONTRACT. THE CONTRACTOR'S PROGRESS WILL BE EVALUATED FROM THE SPECIFIC TASKS OUTLINED IN SECTION C OF THIS CONTRACT. THE QUALITY AND EFFECTIVENESS OF CONTRACTOR'S OUTPUT WILL BE JUDGED BY THE QUALITY OF WRITTEN DOCUMENTS, BRIEFING CHARTS, AND THE PROGRESS OF THE MISSION, AS DEFINED BY THE IPT'S. THE COR WILL CONDUCT SUCH SURVEILLANCE OF THE CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT AS DETERMINED APPROPRIATE AND NECESSARY. THE CONTRACTING OFFICER SHALL EXERCISE THESE RESPONSIBILITIES THROUGH HER STAFF AND IN CONNECTION WITH ANY RELATED AGENCIES NECESSARY TO ENSURE THAT THE STANDARDS SET FORTH HEREIN ARE MET.

THE REQUIREMENTS SET FORTH IN THIS CONTRACT SHALL BE THE CRITERIA BY WHICH THE CONTRACTOR'S PERFORMANCE SHALL BE INSPECTED. THESE REQUIREMENTS MAY EITHER BE IN FULL TEXT OR INCORPORATED BY REFERENCED REGULATIONS, TECHNICAL MANUALS, ETC.

GOVERNMENT SURVEILLANCE PERSONNEL WILL MONITOR THE CONTRACTOR'S PERFORMANCE BY PHYSICAL INSPECTION, REVIEW OF REPORTS/DOCUMENTATION, AND VALIDATED COMPLAINTS.

WHEN GOVERNMENT SURVEILLANCE PERSONNEL FIND DEFICIENCIES, THE CONTRACTOR SHALL BE SO ADVISED VERBALLY AND IN WRITING. AS DIRECTED BY THE CONTRACTING OFFICER OR HER REPRESENTATIVE(S) THE CONTRACTOR SHALL PROMPTLY TAKE THE NECESSARY ACTION TO ENSURE AGAINST ANY FUTURE DEFICIENCY.

ACCEPTANCE WILL BE BY SUBMISSION OF BIWEEKLY DD FORMS 250 (MATERIAL INSPECTION AND RECEIVING REPORTS) AND WILL BE FOB DESTINATION. THE DD250 FORMS WILL BE ACCEPTED BY THE COR SIGNATURE. TRAVEL DD250s WILL BE ACCEPTED BY THE COR FOR SUBMISSION FOR PAYMENT AGAINST CLIN 0002AA.

*** END OF NARRATIVE E001 ***

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MOD/AMD

Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

SECTION F - DELIVERIES OR PERFORMANCE

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

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

THE INSPECTION AND ACCEPTANCE POINT IS FOB DESTINATION.

*** END OF NARRATIVE F001 ***

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Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	S60KR004SB	AA	2	21	02020000006N6N40P42212325FA	S19130	0KRG05	W13G07	\$	74,620.00
	42212300000									
0002AA	S60KR005SB	AA	2	21	02020000006N6N40P42212325FA	S19130	0KRG06	W13G07	\$	25,104.00
	42212300000									
								TOTAL	\$	99,724.00

SERVICE							ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>	
Army	AA	21	02020000006N6N40P42212325FA	S19130	W13G07	\$	99,724.00	
						TOTAL	\$ 99,724.00	

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Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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Name of Offeror or Contractor: CHARLES F DAY & ASSOCIATES

SECTION I - CONTRACT CLAUSES

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

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-2	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-3	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-4	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-5	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-6	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-7	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-8	52.232-1	PAYMENTS	APR/1984
I-9	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-10	52.232-11	EXTRAS	APR/1984
I-11	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-12	52.232-25	PROMPT PAYMENT	JUN/1997
I-13	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-14	52.233-1	DISPUTES	JAN/1999
I-15	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-16	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-17	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-18	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-19	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-20	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-21	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-22	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-23	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-24	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal

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Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-25 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

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

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

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-26 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACTOR LETTER	13-DEC-99	001	
Attachment 002	TRAVEL SOW (COST LINE CLIN 0002AA)		001	

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.233-2	SERVICE OF PROTEST	OCT/1995

(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) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, ATTN: AMSTA-CM-CREC, JOYCE L. KLEIN, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)