

<b>AWARD/CONTRACT</b>	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOC9	Page 1 Of 6
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2. Contract (Proc. Inst. Ident) No. W52H09-04-D-0131	3. Effective Date 2004JUL13	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC-B RICHARD PERMANTIER (309)782-3430 ROCK ISLAND IL 61299-7630	Code	W52H09	6. Administered By (If Other Than Item 5) DCMA MARYLAND 217 EAST REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299	Code	S2101A
e-mail address: PERMANTIERR@RIA.ARMY.MIL			SCD C PAS NONE	ADP PT HQ0338	

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) AAI ENGINEERING SUPPORT INC 318 CLUBHOUSE ROAD HUNT VALLEY, MD. 21031-1305	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
TYPE BUSINESS: Large Business Performing in U.S.	9. Discount For Prompt Payment
	10. Submit Invoices (4 Copies Unless Otherwise Specified)  Item 12 To The Address Shown In:
Code 3T089	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	Code	HQ0338
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13. 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)( )	14. Accounting And Appropriation Data
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Award-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
Contract Expiration Date: 2009DEC31			15G. Total Amount Of Contract  \$0.00		

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1		I	Contract Clauses	
	B	Supplies or Services and Prices/Costs		Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	6
	D	Packaging and Marking		Part IV - Representations And Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries or Performance			L	Instrs., Conds., and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
X	H	Special Contract Requirements	4				

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	20B. United States Of America
19c. Date Signed	20C. Date Signed 2004JUL13
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

Name of Offeror or Contractor: AAI ENGINEERING SUPPORT INC

## SECTION A - SUPPLEMENTAL INFORMATION

1. AWARD OF A COST PLUS AWARD FEE, INDEFINITE DELIVERY INDEFINITE QUANTITY TYPE CONTRACT IS MADE FOR CONTRACTOR LOGISTIC SUPPORT (CLS) SERVICES TO PROVIDE OPERATION, MAINTENANCE AND SUPPLY SUPPORT FOR BIOLOGICAL DETECTION SYSTEM (BDS) EQUIPMENT TO INCLUDE:

JOINT PORTAL SHIELD DETECTION SYSTEMS  
 BIOLOGICAL INTEGRATED DETECTION SYSTEM (BIDS NDI) - M31  
 LONG RANGE BIOLOGICAL STANDOFF DETECTION SYSTEM (LR-BSDS)  
 PRE-PLANNED PRODUCT IMPROVED (P3I) BIDS - M31A1  
 JOINT BIOLOGICAL POINT DETECTION SYSTEM (JBPDs) BIDS - M31E2  
 EAST COAST EXCURSION (ECE) - XM97  
 JOINT SERVICE INSTALLATION PILOT PROJECT (JSIPP) XM97  
 STRYKER VEHICLE XM97  
 NUCLEAR, BIOLOGICAL, CHEMICAL RECONNAISSANCE SYSTEM (NBCRS) XM97  
 MAN PORTABLE - XM96  
 SHIPBOARD - XM98  
 TRAILER MOUNTED - XM103  
 JOINT BIOLOGICAL STAND-OFF DETECTION SYSTEM (JBSDS) XM104

2. THIS CONTRACT INCLUDES FIVE AND ONE HALF ORDERING PERIODS (OPs), EFFECTIVE THROUGH 31 DEC 2009. OPs AND PERIODS OF PERFORMANCE (PP) ARE AS FOLLOWS:

OP 1: AWARD DATE	30 NOV 2004	PP: AWARD DATE	31 DEC 2004
OP 2: 1 DEC 04	30 NOV 2005	PP: CY 2005 1 JAN 05	31 DEC 2005
OP 3: 1 DEC 05	30 NOV 2006	PP: CY 2006 1 JAN 06	31 DEC 2006
OP 4: 1 DEC 06	30 NOV 2007	PP: CY 2007 1 JAN 07	31 DEC 2007
OP 5: 1 DEC 07	30 NOV 2008	PP: CY 2008 1 JAN 08	31 DEC 2008
OP 6: 1 DEC 08	30 NOV 2009	PP: CY 2009 1 JAN 09	31 DEC 2009

3. THE CONTRACTORS ESTIMATED COST, BASE, AND AWARD FEE PER CLIN FOR EACH ORDERING PERIOD ARE SET FORTH IN THE CONTRACTOR'S COST SUBMITTAL SHEET AT ATTACHMENT 001.

4. DUE TO THE TYPE OF FUNDS, INCREMENTAL FUNDING MAY BE UTILIZED FOR EACH YEAR OF CONTRACT PERFORMANCE.

5. THE CONTRACTOR WILL SUPPORT ARMY, AIR FORCE, MARINE CORPS, AND NAVY SYSTEMS, AS WELL AS OTHER GOVERNMENT AGENCIES. THE CONTRACTORS PERFORMANCE SHALL SUPPORT THE STATEMENT OF OBJECTIVES (SOO) AND SHALL BE IN ACCORDANCE WITH THE PERFORMANCE BASED WORK STATEMENT AND PLANS THAT ARE INCORPORATED INTO THIS CONTRACT (SEE PARA 7 BELOW). TO THE EXTENT A CONFLICT EXISTS BETWEEN THE SOO AND THE PERFORMANCE BASED WORK STATEMENT OR OTHER DOCUMENTATION MADE PART OF THIS AGREEMENT, THE SOO SHALL GOVERN UNLESS OTHERWISE DIRECTED BY THE PCO.

6. THE QUANTITIES OF SYSTEMS SET FORTH IN THE REQUIREMENTS MATRIX AT ATTACHMENT 003 OF THE SOLICITATION ARE ESTIMATES. ACTUAL QUANTITIES MAY VARY. THE CONTRACTOR MUST PROVIDE CLS SERVICES AT THE NEGOTIATED FEE RATES REGARDLESS OF THE ACTUAL QUANTITIES UNLESS THE ACTUAL QUANTITIES ARE LESS THAN OR GREATER THAN 20 PERCENT OF THE ORIGINAL ESTIMATES, IN WHICH CASE AN EQUITABLE ADJUSTMENT TO THE CONTRACT MAY BE CONSIDERED. ADDITIONALLY, SHOULD ORGANIC MAINTENANCE FOR JBPDs NOT OCCUR IN 2007 AS ANTICIPATED, THE GOVERNMENT MAY ORDER CLS SUPPORT THROUGH DECEMBER 31, 2009 PURSUANT TO THE CHANGES CLAUSE. EQUITABLE ADJUSTMENTS MADE PURSUANT TO THIS PARAGRAPH, INCLUDING THE CONTINUATION OF SUPPORT SERVICES THROUGH DECEMBER 31, 2009, SHALL BE MADE PURSUANT TO THE CHANGES CLAUSE AND THE DISPUTES CLAUSE OF THIS CONTRACT.

7. THE CONTRACTORS PERFORMANCE BASED WORK STATEMENT (PBWS); MANAGEMENT PLAN (INCLUDES SYSTEM/SITE SUPPORT PROCEDURES, REPORTING OF DOCUMENTATION PROCEDURES, QUALITY PLAN, SAFETY PLAN, TRANSITION PLAN, CUSTOMER SATISFACTION PROCEDURES, PROPERTY CONTROL PLAN, PROPOSED QUALITY ASSURANCE SURVEILLANCE PLAN (QASP), DEPLOYMENT PROCEDURES, AND LIST OF ACRONYMS/ABBREVIATIONS); MAINTENANCE PLAN; SUPPLY MANAGEMENT PLAN; OPERATION PLAN; AND PROPOSED AWARD FEE PLAN ARE INCORPORATED INTO THIS CONTRACT AS ATTACHMENTS 002 THRU 016.

8. THE GOVERNMENTS SOO AND THE CONTRACTORS PBWS SHALL CONSTITUTE SECTION C OF THE CONTRACT.

9. THE GOVERNMENT WILL ADMINISTER THE AWARD FEE IAW AN AWARD FEE PLAN. AN AWARD FEE EVALUATION BOARD SHALL BE ESTABLISHED AND SPECIFIC MEASUREMENT GOALS/CRITERIA SHALL BE DEFINED FOR MEETING OR EXCEEDING THE PERFORMANCE INCENTIVES AS SPECIFIED IN THE AWARD FEE PLAN OR AS OTHERWISE ESTABLISHED BY THE AWARD FEE BOARD. THE BOARD SHALL EVALUATE PERFORMANCE SEMI-ANNUALLY AND FUNDING OBLIGATED BASED ON THE FINAL FEE DETERMINATION AT THE END OF EACH CALENDAR YEAR PERIOD OF PERFORMANCE. THE FINAL FEE DETERMINATION WILL BE MADE UNILATERALLY BY THE PCO AND IS NOT SUBJECT TO APPEAL UNDER THE DISPUTES CLAUSE.

10. THE CONTRACTORS PROPOSED QASP MAY BE UTILIZED OR THE GOVERNMENT WILL DEVELOP THE QASP. THE GOVERNMENT WILL ADMINISTER THE QUALITY ASSURANCE SURVEILLANCE PLAN ONCE THE PLAN IS FINALIZED.

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**Name of Offeror or Contractor:** AAI ENGINEERING SUPPORT INC

11. THE GOVERNMENT RESERVES THE RIGHT, DURING CONTRACT PERFORMANCE, TO CONVERT FROM COST TYPE LINE ITEMS TO FIRM FIXED PRICE LINE ITEMS AS APPROPRIATE DATA BECOMES AVAILABLE.
12. TRANSITION TO FULL CLS PERFORMANCE SHALL BE IAW THE CONTRACTORS TRANSITION PLAN TO COMMENCE ON DATE OF AWARD.
13. PRIOR TO COMPLETION OF CONTRACT PERFORMANCE (90 TO 120 DAYS), THE CONTRACTOR IS REQUIRED TO SUPPORT PHASE-OUT OPERATIONS AND TO ALLOW THE NEXT CONTRACTOR ACCESS FOR PURPOSES OF OBSERVING, TAKING INVENTORY, TRANSFER OF GOVERNMENT FURNISHED PROPERTY/MATERIAL/EQUIPMENT, ETC.
14. DEPLOYMENTS FOR DECLARED EMERGENCIES SHALL BE IAW DEPARTMENT OF THE ARMY (DA) PAMPHLET (PAM) 715-16, CONTRACTOR DEPLOYMENT GUIDE AT ATTACHMENT 015 OF THE SOLICITATION AND OTHER APPLICABLE ARMY GUIDANCE AND PROCESURES. NO LATER THAN 31 JAN 05, THE CONTRACTOR, IN CONJUNCTION WITH THE GOVERNMENT, SHALL CONDUCT A TRIAL DEPLOYMENT PAPER EXERCISE THAT WILL MIRROR THE CONTRACTORS PLAN AND PROCEDURES TO SUPPORT DEPLOYMENTS FOR DECLARED CONTINGENCIES. ALL EMPLOYEE DOCUMENTS REQUIRED FOR DEPLOYMENT MUST BE AVAILABLE FOR THIS EXERCISE.
15. A START OF WORK MEETING WILL OCCUR AT THE CONTRACTORS FACILITY AS SOON AS PRACTICABLE AFTER CONTRACT AWARD, ON SUCH DATE THAT IS AGREEABLE TO BOTH PARTIES. IN PROCESS REVIEWS SHALL BE HELD ON A SEMI-ANNUAL BASIS OR AS REQUIRED TO REVIEW CONTRACT PERFORMANCE.
16. SUPPLY AND MAINTENANCE SUPPORT FOR THE JPBDS WILL TRANSITION TO ORGANIC SUPPORT IAW THE JPBDS SUPPLY AND MAINTENANCE SUPPORT SUMMARY DATA SHEET AT ATTACHMENT 018 OF THE SOLICITATION.
17. THE CONTRACTORS SMALL BUSINESS PLAN IS INCORPORATED INTO THIS CONTRACT AS ATTACHMENT 017.
18. ALL CONTRACT DELIVERABLES SHALL BE SUBMITTED ELECTRONICALLY VIA E-MAIL OR OTHER ELECTRONIC FORMAT AT LOCATIONS AND FREQUENCIES TO BE DETERMINED. CONTRACT DELIVERABLES INCLUDE BUT ARE NOT LIMITED TO:
- A. UPDATES TO MANAGEMENT PLAN, MAINTENANCE PLAN, SUPPLY MANAGEMENT PLAN, QUALITY CONTROL PLAN, QUALITY ASSURANCE SURVEILLANCE PLAN, AND OPERATION PLAN AS REQUIRED.
- B. REPORTS AS REQUIRED UNDER THE MANAGEMENT, MAINTENANCE, AND SUPPLY PLANS. THE REPORTS MAY BE IN THE CONTRACTORS FORMAT, AND THE REQURIED DATA ELEMENTS ARE TO BE DETERMINED.
- C. COST/SCHEDULE STATUS REPORT IAW DID DI-MGMT-81467 AND CONTRACT FUNDS STATUS REPORT IAW DID DI-MGMT-81468 AT ATTACHMENTS 013 AND 014 OF THE SOLICITATION.
19. SOLICITATION CLAUSE (H-6) HD7013, DRAFT CLAUSE - CONTRACTOR DEPLOYMENT & MILITARY OPERATIONS, IS DELETED AND REPLACED BY CLAUSE HD7014, CONTRACTORS ACCOMPANYING THE FORCE (ARARS 5152.225-74-9000).
20. IN ACCORDANCE WITH THE SOO, 'THE CONTRACTOR SHALL PROVIDE REQUIRED CLS SUPPORT, TO INCLUDE CONTRACTOR PERSONNEL, SPARE PARTS, MATERIALS AND EQUIPMENT, FOR UNITS BEING DEPLOYED, BOTH PLANNED AND AS A RESULT OF DECLARED CONTINGENCIES. THE CONTRACTOR SHALL BE PREPARED TO DEPLOY WITH THE UNIT.'
21. ALL TERMS AND CONDITIONS OF SOLICITATION W52H09-04-R-0131, ALL ATTACHMENTS TO THE SOLICITATION, AND ALL SUBSEQUENT AMENDMENTS APPLY.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 5152.225-74- 9000	CONTRACTORS ACCOMPANYING THE FORCE	NOV/2003

## (a) General.

(1) Performance of this contract may require deployment of Contractor Personnel in support of military operations. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment.

(2) For purposes of this clause, the term ``Contractor Personnel'' refers to the Contractor's officers and employees. Unless otherwise specified (e.g., subparagraph (b) of this clause), this term does not include personnel who permanently reside in the country where contract performance will take place.

(3) The Contractor shall ensure that Contractor Personnel working in an area of operations (AO, as defined in the Joint Publication 1-02, ``DOD Dictionary of Military and Associated Terms'') are familiar and comply with applicable: (i) Military Service and Department of Defense regulations, directives, instructions, general orders, policies, and procedures, in particular Army Regulation 715-9 and Field Manual 3-100.21; (ii) U.S., host country, local, and international laws and regulations; and (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) relating to safety, health, force protection, and operations under this contract.

(4) The Contractor shall ensure that this clause is included in all subcontracts.

(b) Compliance with Combatant Command Orders. The Contractor shall ensure that Contractor Personnel, regardless of residency status, working in the AO comply with all orders, directives, and instructions of the combatant command relating to non-interference in military operations, force protection, health, and safety. The Combatant Commander or his subordinate commanders, in conjunction with the Contracting Officer or the Contracting Officer's Representative, may direct the Contractor, at the Contractor's own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this provision. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

## (c) Contractor Personnel Administration.

(1) In order to maintain accountability of all deployed personnel in the AO, the Contractor shall follow instructions issued by the Army Materiel Command's Logistics Support Element (AMC LSE) or other Contracting Officer's designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(2) The Contractor shall coordinate with the AMC LSE or other Contracting Officer's designated representative for logistics support, as follows: (i) Upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO.

(3) Before deployment, the Contractor shall ensure that:

(i) All Contractor Personnel complete two DD Forms 93, Record of Emergency Data Card. One copy of the completed form shall be returned to the Government official specified by the Contracting Officer's designated representative; the other shall be hand-carried by the individual employee to the AO.

(ii) All required security and background checks are completed.

(iii) All medical screening and requirements are met.

(4) The Contractor shall ensure that Contractor Personnel have completed all pre-deployment requirements specified by the Contracting Officer's designated representative (including processing through the designated Continental United States (CONUS) Replacement Center unless another deployment processing method is specifically authorized), and the Contractor shall notify the Contracting Officer's designated representative that these actions have been accomplished.

(5) The Contractor shall have a plan for timely replacement of employees who are no longer available for deployment for any reason, including mobilization as members of the Reserve, injury, or death.

## (d) Clothing and Equipment Issue.

(1) To help distinguish them from combatants, Contractor Personnel shall not wear military clothing unless specifically authorized by a written Department of Army waiver. Contractor Personnel may wear specific items of clothing and equipment required for safety and security such as ballistic or NBC (Nuclear, Biological, Chemical) protective clothing. The CONUS Replacement Center or the combatant command may provide to the Contractor Personnel military unique Organizational Clothing and Individual Equipment (OCIE) to ensure security and safety.

(2) All issued OCIE shall be considered Government Furnished Property, and will be treated in accordance with Government Furnished Property clauses included elsewhere in this contract.

## (e) Weapons and Training.

(1) Contractor Personnel may not possess privately owned firearms in the AO. The combatant command may issue weapons and ammunition to Contractor Personnel, with the employee's company's consent as well as the individual employees' consent, and may require weapons and other pre-deployment training.

(2) The Contractor shall ensure that Contractor Personnel follow all instructions by the combatant command, as well as applicable Military Service and DoD regulations, regarding possession, use, safety, and accountability of weapons and ammunition.

(3) All issued weapons, ammunition, and accessories (e.g., holsters) shall be considered Government Furnished Property. Upon redeployment or notification by the combatant command, the Contractor shall ensure that all Government issued weapons and unused ammunition are returned to the point of issue using a method that complies with Military Service regulations for issue and turn-in of firearms.

## (f) Vehicle and Equipment Operation.

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(1) The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AO.

(2) Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by the combatant command and shall be maintained in a safe operating condition.

(g) Passports, Visas and Customs. The Contractor is responsible for obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter and exit any AO.

(h) Purchasing Limited Resources. When the Combatant Command establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate local purchases of goods and services designated as limited, in accordance with instructions provided by the Administrative Contracting Officer or the Contracting Officer's designated representative.

(End of clause)

HD7014

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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	CONTRACTORS COST SUBMITTAL SHEET		006	
Attachment 002	CONTRACTOR PERFORMANCE BASED WORK STATEMENT		024	
Attachment 003	CONTRACTOR SYSTEM/SITE SUPPORT PROCEDURES		020	
Attachment 004	CONTRACTOR REPORTING OF DOCUMENTATION PROCEDURES		017	
Attachment 005	CONTRACTOR QUALITY PLAN		008	
Attachment 006	CONTRACTOR SAFETY PLAN		036	
Attachment 007	CONTRACTOR TRANSITION PLAN		016	
Attachment 008	CONTRACTOR CUSTOMER SATISFACTION PROCEDURES		006	
Attachment 009	CONTRACTOR PROPERTY CONTROL PLAN		007	
Attachment 010	CONTRACTOR PROPOSED QUALITY ASSURANCE SURVEILLANCE PLAN		006	
Attachment 011	CONTRACTOR DEPLOYMENT PROCEDURES		011	
Attachment 012	CONTRACTOR LIST OF ACRONYMS/ABBREVIATIONS		004	
Attachment 013	CONTRACTOR MAINTENANCE PLAN		047	
Attachment 014	CONTRACTOR SUPPLY MANAGEMENT PLAN		024	
Attachment 015	CONTRACTOR OPERATION PLAN		041	
Attachment 016	CONTRACTOR PROPOSED AWARD FEE PLAN		006	
Attachment 017	CONTRACTOR SMALL BUSINESS AND SDB SUBCONTRACTING PLAN		008	