

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 10
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2. Contract (Proc. Inst. Ident) No. W52H09-04-D-0146	3. Effective Date 2004SEP29	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-A LYNN E BURRIS (309)782-3731 ROCK ISLAND IL 61299-7630 e-mail address: BURRISL@RIA.ARMY.MIL	Code W52H09	6. Administered By (If Other Than Item 5) DCMA SAN DIEGO 7675 DAGGET ST SUITE 200 SAN DIEGO CA 92111-2241	Code S0514A
		SCD C PAS NONE	ADP PT HQ0339

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) SULLIVAN ENVIRONMENTAL SOLUTIONS LLC 409 CAMINO DEL RIO SOUTH SUITE 100 SAN DIEGO, CA. 92108-3506 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.	8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)
	9. Discount For Prompt Payment
	10. Submit Invoices (4 Copies Unless Otherwise Specified)
	Item 12
Code 1LA97	Facility Code
To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <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: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Service Contracts					
Contract Expiration Date: 2008SEP30				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	X	I	Contract Clauses	7
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	10
	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		
	H	Special Contract Requirements					

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 MIKE WENDLAND WENDLANDM@RIA.ARMY.MIL (309)782-3225
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004SEP29

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

Page 2 of 10

PIIN/SIIN W52H09-04-D-0146

MOD/AMD

Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

SECTION A - SUPPLEMENTAL INFORMATION

1. Contract W52H09-04-D-0146 is awarded to Sullivan Environmental Solutions, LLC. This contract is a 5-year, Firm Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) contract to provide certification audit services to the provisions of ISO Standard 9001:2000 (Quality Management System) and ISO Standard 14001:1996 (Environmental Management System) in accordance with the Statement of Work (SOW) ISO Registration Services at follows:

CLIN CERTIFICATION AUDIT SERVICE

0001 ISO 9001:2000 Compliance Audit
0002 ISO 14001:1996 Compliance Audit
0003 Transfer of Certificates
0004 ISO 9001:2000 Upgrade Audit
0005 Surveillance Audit
0006 Audit Support and Maintenance
0007 Travel in support of ISO Certification Audit Services

2. The Government's only liability under this contract is for the guaranteed minimum quantity of one (1) Delivery Order. Delivery Order 0001 will be issued simultaneously with this award for the guaranteed minimum quantity.

3. The Ordering Periods for this contract are as follows:

Ordering Period (OP) 1: Award Date - 30 Sep 2004
Ordering Period (OP) 2: 01 Oct 2004 - 30 Sep 2005
Ordering Period (OP) 3: 01 Oct 2005 - 30 Sep 2006
Ordering Period (OP) 4: 01 Oct 2006 - 30 Sep 2007
Ordering Period (OP) 5: 01 Oct 2007 - 30 Sep 2008

4. The firm fixed Man Day Days Rate and the firm fixed Man Day Rates for all Ordering Periods are reflected in Attachments 001 and 002 to this document as negotiated by both parties. Pricing for any subsequent Delivery Order issued will be as follows: A firm fixed price man day rate is applied to a firm fixed number of man days based on the appropriate audit service to be performed and the number of employees at the facility to be audited.

5. Federal Acquisition Regulation (FAR) clause 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts, is incorporated into this contract. FAR 52.232-7 is applicable to CLIN 0007, Travel. CLIN 0007 is incorporated into the contract for travel by the contractor in support of ISO Certification Audit Services. Travel will be funded and payment will be issued in accordance with the Joint Travel Regulations (JTR).

6. All Delivery Orders will be issued by TACOM-RI, AMSTA-LC-CFAA, with firm delivery dates.

7. Solicitation DAAE20-03-R-0196 is hereby incorporated and made a part of this contract.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0146 MOD/AMD

Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>ISO 9001:2000 COMPLIANCE AUDIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Non-personal services for ISO 9001:2000 Compliance Audit of the industrial facilities incorporated into GSIE in accordance with the Statement of Work (SOW), paragraph C.2.1, at Attachment 001.</p> <p>FOB: Origin</p> <p>PERFORMANCE PERIOD: See Individual Delivery Orders</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ _____ ** NSP **</p>
0002	<p><u>ISO 14001:1996 COMPLIANCE AUDIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Non-personal services for ISO 14001:1996 Compliance Audit of the industrial facilities incorporated into GSIE in accordance with the Statement of Work (SOW), paragraph C.2.2, at Attachment 001.</p> <p>FOB: Origin</p> <p>PERFORMANCE PERIOD: See Individual Delivery Orders</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ _____ ** NSP **</p>
0003	<p><u>TRANSFER OF CERTIFICATES</u></p>				<p>\$ _____ ** NSP **</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0146 MOD/AMD

Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>SECURITY CLASS: Unclassified</p> <p>NOUN: Non-personal services for Transfer of Certificates of the industrial facilities incorporated into GSIE in accordance with the Statement of Work (SOW), paragraph C.2.3, at Attachment 001.</p> <p>FOB: Origin</p> <p>PERFORMANCE PERIOD: See Individual Delivery Orders</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>ISO 9001:2000 UPGRADE AUDIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Non-personal services for ISO 9001:2000 Upgrade Audit of the industrial facilities incorporated into GSIE in accordance with the Statement of Work (SOW), paragraph C.2.4, at Attachment 001.</p> <p>FOB: Origin</p> <p>PERFORMANCE PERIOD: See Individual Delivery Orders</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ _____ ** NSP **</p>
0005	<p><u>SURVEILLANCE AUDIT</u></p> <p>SECURITY CLASS: Unclassified</p>				<p>\$ _____ ** NSP **</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0146 MOD/AMD

Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>NOUN: Non-personal services for Surveillance Audit of the industrial facilities incorporated into GSIE in accordance with the Statement of Work (SOW), paragraph C.2.5, at Attachment 001.</p> <p>FOB: Origin</p> <p>PERFORMANCE PERIOD: See Individual Delivery Orders</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>AUDIT SUPPORT AND MAINTENANCE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Non-personal services for Audit Support and Maintenance of the industrial facilities incorporated into GSIE in accordance with the Statement of Work (SOW), paragraph C.2.6, at Attachment 001.</p> <p>FOB: Origin</p> <p>PERFORMANCE PERIOD: See Individual Delivery Orders</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ <u> </u> ** NSP **</p>
0007	<p><u>TRAVEL FOR ISO REGISTRATION AUDITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Travel to support ISO Certification Audit Service</p> <p>FOB: Origin</p> <p>PERFORMANCE PERIOD: See Individual Delivery</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52H09-04-D-0146 **MOD/AMD**

Page 6 of 10

Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Orders</p> <p>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</p> <p>(End of narrative B001)</p>				

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

Page 7 of 10

PIIN/SIIN W52H09-04-D-0146

MOD/AMD

Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

SECTION I - CONTRACT CLAUSES

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	DEC/2002
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The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer.

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor - (i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or (ii) Will make these payments determined due -

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4) (i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor -

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance to the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0146	Page 8 of 10 MOD/AMD
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Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim Payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provision of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contracting financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0146 MOD/AMD	Page 9 of 10
Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC		

(End of Clause)

(IP6141)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 10

PIIN/SIIN W52H09-04-D-0146

MOD/AMD

Name of Offeror or Contractor: SULLIVAN ENVIRONMENTAL SOLUTIONS LLC

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	PRICING PAGE - MAN DAYS - ISO CERTIFICATION		001	
Attachment 002	PRICING PAGE - MAN DAY RATES - ISO CERTIFICATION		002	