

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-P-0645				2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004SEP10		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOS1					
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-AQ-ARCC FAYE TABER (309)782-3796 ROCK ISLAND IL 61299-7630 EMAIL: TABERF@RIA.ARMY.MIL				CODE W52H09		7. ADMINISTERED BY (if other than 6) TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630 SCD: C PAS: NONE ADP PT: SC1012				CODE ZZZZZ5					
9. CONTRACTOR CHARLES F. DAY & ASSOCIATES 520 1/2 W 2ND STREET 2550 MIDDLE ROAD DAVENPORT, IA. 52801-1111 TYPE BUSINESS: Other Small Business Performing in U.S.				CODE 1JUR5		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)					
NAME AND ADDRESS								12. DISCOUNT TERMS Net 15 Days		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED					
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15							
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DEFENSE FINANCE & ACCOUNTING SERVIC ROCK ISLAND OPERATING LOCATION ATTN DFAS-RI-ARS BUILDING 68 ROCK ISLAND IL 61299-8401				CODE W52H1C					
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2					
16. TYPE OF ORDER	DELIVERY/ CALL	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.													
		Payment will be made by Electronic Funds Transfer Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. _____ furnish the following on terms specified herein.													
PURCHASE	<input checked="" type="checkbox"/>	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:															
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT				
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price Cost Contract KIND OF CONTRACT: Service Contracts Other													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA JOYCE L KLEIN /SIGNED/ KLEINJ@RIA.ARMY.MIL (309)782-5051 BY: _____				25. TOTAL				\$247,360.00			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED															
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS					
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER					
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.					

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MOD/AMD

Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

THE PURPOSE OF THIS PURCHASE ORDER IS TO AWARD A FIRM FIXED PRICE TECHNICAL SUPPORT SERVICES FOR LOGISTICS SUPPORT ON THE CHEMICAL/BIOLOGICAL DEFENSE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, THE CHEMICAL BIOLOGICAL PROTECTIVE SHELTER (CBPS), CHEMICALLY PROTECTED DEPLOYABLE MEDICAL SYSTEM (CP DEPMEDS), THE M56 GAS PARTICULATE FILTER UNIT (GPFU) SERIES, M28 CPE AND OTHER SHELTERS SUPPORTING ARMY AND OTHER JOINT SERVICE MEDICAL AND NON-MEDICAL SYSTEMS.

THE LEVEL OF EFFORT IS NOT-TO-EXCEED 2080 HOURS OF LEVEL II LOGISTICS CONSULTANT @\$66.00/HOUR FOR A TOTAL NOT TO EXCEED \$137,280.00 AND NOT-TO-EXCEED 1040 HOURS OF LEVEL III LOGISTICS CONSULTANT @\$77.00/HOUR FOR A NOT TO EXCEED TOTAL OF \$80,080.00 FOR A GRAND FIXED PRICE NOT TO EXCEED TOTAL OF \$217,360.00.

CONTRACT LINE ITEM 0002AA IS OBLIGATED AS A COST REIMBURSEABLE LINE ITEM OF \$30,000.00.

THE PERIOD OF PERFORMANCE FOR THIS EFFORT IS 10 SEP 2004 - 9 SEP 2005. LETTER AWARD, DATED 10 SEP 2004 IS AT ATTACHMENT 001.

THE CONTRACTOR IS TO ITEMIZE THE BIWEEKLY DD250 WITH A NOTATION OF THE NUMBER OF LEVEL II AND LEVEL III HOURS EXPENDED DURING EACH TWO (2) WEEK PAYMENT CYCLE.

THE PURCHASE ORDER TOTAL AS A RESULT OF THIS ACTION IS \$247,360.00.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	AUG/2004
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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-Rock Island
1 Rock Island Arsenal
ATTN: AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-4931
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide her 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.

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001	SUPPLIES OR SERVICES AND PRICES/COSTS SECURITY CLASS: Unclassified CLIN 0001AA IS FIXED PRICE FOR SERVICES. THE LEVEL OF EFFORT IS NOT-TO-EXCEED 2080 HOURS OF LEVEL II LOGISTICS CONSULTANT @\$66.00/HOUR FOR A TOTAL NOT TO EXCEED \$137,280.00 AND NOT-TO-EXCEED 1040 HOURS OF LEVEL III LOGISTICS CONSULTANT @\$77.00/HOUR FOR A NOT TO EXCEED TOTAL OF \$80,080.00 FOR A GRAND FIXED PRICE NOT TO EXCEED TOTAL OF \$217,360.00. THE CONTRACTOR IS TO ANNOTATE THE NUMBER OF HOURS EXPENDED IN EACH CATEGORY ON EACH BIWEEKLY DD250. (End of narrative B001)										
0001AA	<u>SERVICES LINE ITEM</u> NOUN: CBPS C. DAY SUPPORT PRON: WF4C1AM1PC PRON AMD: 01 ACRN: AA AMS CD: 51109146016 CUSTOMER ORDER NO: MIPR4KTACOMS10 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: right;"><u>DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">1</td> <td style="text-align: right;">09-SEP-2005</td> </tr> </table> <p style="text-align: right;">\$ 217,360.00</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	09-SEP-2005	1	LO		\$ 217,360.00
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	1	09-SEP-2005									
0002	SECURITY CLASS: Unclassified CLIN0002AA IS COST REIMBURSABLE FOR TRAVEL EXPENSES. (End of narrative B001)										
0002AA	<u>SERVICES LINE ITEM</u> NOUN: CBPS C DAY TDY PRON: WF4C0AM1PC PRON AMD: 01 ACRN: AA AMS CD: 51109146016 CUSTOMER ORDER NO: MIPR4KTACOMS10	1	LO		\$ 30,000.00						

Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK (SOW)
PERFORMANCE WORK STATEMENT (PWS)
CHEMICAL/BIOLOGICAL DEFENSE EQUIPMENT

1.0 SCOPE OF WORK: This Performance Work Statement (PWS) is for the planning, coordination and delivery of logistical management support and services for the Chemical/Biological Defense Equipment including, but not limited to the Chemical Biological Protective Shelter (CBPS), Chemically Protected Deployable Medical System (CP DEPMEDs), the M56 Gas Particulate Filter Unit (GPFU) series, M28 CPE and other shelters supporting Army and other Joint Service medical and non-medical systems that protect the user from field concentrations of chemical-biological agents, toxins, and radioactive fallout particles.

2.0 SPECIFIC TASKS

2.1 General: The contractor shall develop and coordinate system and logistical support for Chemical Biological Defense Equipment and associated components within the Chemical/Biological Defense Program Support Integration Directorate (PSID) at Rock Island, IL and with applicable organizations, commands, and military departments. The specific tasks are as follows:

2.1.1. Plans, coordinates, and interfaces with all functional areas to achieve a successful program.

2.1.2. Establish and update schedules for planning, managing, testing, deploying and monitoring the development and accomplishment of the Chemical Biological Defense programs.

2.1.3. Coordinate plans, activities, and actions required for successful acquisition, fielding and long-range system sustainment of the CBPS and the CPDEPMEDS.

2.1.4. Recommend logistic support on the RESET efforts for the Chemical Biological Protective Shelter.

2.1.5. Coordinate efforts that influence materiel design and monitor accomplishments. Plan logistic support on the retrofit of the hydraulic configuration to a self-powered electric system.

2.1.6. Coordinate fielding schedules, coordinate the materiel fielding agreements with the gaining commands and assure the logistic support resources meet user satisfaction.

2.1.7. Organize logistical support and assistance to the Chemical/ Biological Defense PSID as support pertains to Joint Service sustainment.

2.1.8. Provide quarterly status reports to system managers on the Chemical/Biological Defense Equipment and associated components by utilizing software compatible with the Governments.

2.1.9. Generate briefing packages for the Integrated Product Team (IPT) commodities along with read ahead and trip reports to management as required. Conduct New Materiel Information Brief (NMIB) 3 or 4 times throughout the contract period depending on fielding schedule.

2.1.10. Provide responses to the JPEO/JPM tasks on Chemical/Biological Defense Equipment.

3. DELIVERABLES

3.1. Provide quarterly status reports to system managers on the Chemical/Biological Defense Equipment and associated components by utilizing software compatible with the Governments.

3.2. Generate briefing packages for the Integrated Product Team (IPT) commodities along with read ahead and trip reports to management when management requests them. Conduct New Materiel Information Brief (NMIB) 3 or 4 times throughout the contract period depending on fielding schedule.

4. CONTRACTOR RESPONSIBILITIES

4.1. The contractor shall be responsible for the manner and method in which this SOW is performed. The contractor shall coordinate with the COR and responsible CDE team members to discuss CDE policies and procedures in the execution of this SOW.

4.2. The contractor shall coordinate with PM CBPS and CBPS team members in support of the mission. The contractor shall be available as necessary to perform the duties as described in the SOW, and will work a tour of duty consistent with the operations of the work site. The contractor shall remain flexible regarding hours to meet extraordinary mission requirements.

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4.3. The contractor shall be helpful, timely and courteous in providing technical support to CDE team members and other customers.

5. SECURITY

5.1. The offeror must access the web site, www.dss.mil and fill out the form requesting security clearance for itself and for the individual(s) who is/are to perform the work. Proof of application shall be in the form of submission of the printed web site acceptance sheet, SF85P.

5.2. Contractor personnel shall be knowledgeable of Government security regulations and experienced in handling/working with secure systems/secure environment.

5.3. The Contractor may be required to have access to live data during the performance of this contract. The Contractor shall not divulge any information about files, data, processing activities or functions, user ID'S, passwords, or other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall abide by all DoD and Army rules, procedures and standards of conduct.

5.4. The provisions of the Privacy Act of 1974 protect information included in this contract; therefore, all personnel assigned to this task will take the proper precautions to protect the information from unauthorized disclosure.

5.5. ID Badges and Vehicle Registration: The contractor shall obtain badges and decals from the Government. The badges shall identify contractor as a non-Government employee. Any required Government/ Contractor ID will be worn and displayed at all times. Such badges and decals shall be returned to the Government upon completion of the contract.

6. PERIOD OF PERFORMANCE

The period of performance for this contract shall commence 10 Sep 2004 and be effective through 9 Sep 2005.

7. ASSUMPTIONS AND CONSTRAINTS

7.1. The contractor shall not under any circumstance, supervise or otherwise direct Government employees or other contractors employed under other Government contracts.

7.2. The Government will not directly or indirectly provide supervision or control of contractor personnel.

7.3. The contractor shall have sole responsibility and discretion for the manner and method of performing tasks as specified in this SOW.

7.4. The supervision of contractor employees shall be the responsibility of the contractor.

7.5. The contractor shall be given the opportunity to participate in relevant Government sponsored training on a space available basis as long as training does not detract from performance and completion of work. Cost of this type of training will be reimbursed by the Government and must be approved by the COR.

8. GOVERNMENT FURNISHED SUPPORT

8.1. Government personnel will be available to provide technical input, answer questions, review completed draft deliverables and provide feedback. Timely communication is essential to meet shortened suspense dates, particularly as it relates to documentation and informational meetings.

8.2. 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 Performance Work Statement. All forms, regulations and pertinent Army publications necessary to comply with this PWS will be made available to the contractor. Initial supply of these items shall be available on the contract start date. The contractor is authorized to use Government vehicles to accomplish authorized travel in support of this contract.

8.3. The contractor shall sign a nondisclosure statement if and when access to Classified, Secret, Close Hold, Procurement, or Business Sensitive material is authorized.

8.4. The Government shall provide Fire protection, class A and C phone, utilities, custodial and security services, on site at the Rock Island Arsenal, Rock Island, IL, to the extent they are provided to the Chemical/Biological Defense Program Support Integration Directorate (PSID).

8.5. The Chief of the Chemical/Biological Defense PSID at Rock Island shall provide a suitable space 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

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Teleconference Center (VTC) or other areas needed to perform the PWS with the approval of the COR.

8.6. The contractor shall have access to copying machines for reproduction of the Chemical Biological Defense Equipment material. The contractor will be required to meet any applicable office procedures regarding use of the copying machines.

8.7. The contractor shall be able to use facsimile machines to meet the requirements of the PWS.

8.8. Use of other office equipment, such as video equipment, videotapes, software, books, pamphlets, etc., as available, to meet the requirements of the PWS shall be authorized. If specific software is needed to perform the requirements of the PWS 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 contractors office.

TRAVEL SCOPE OF WORK

TRIP#	# OF DAYS	# OF TRIPS	DESTINATION	DUTY SITE	ITEM
1	5	2	Natick, MA	TACOM-SBC	CBPS CPDEPMEDS
4	5	2	St. Louis	EASI	CBPS
5	3	2	Wes Plaines, MO	EASI	CBPS
6	5	2	Annville, PA	FTIG	CBPS
7	4	2	San Antonio, TX	FT. SAM HOUSTON	CBPS CPDEPMEDS
8	4	2	Washington, D.C CPDEPMEDS	TSG	CBPS
9	5	2	Pine Bluff, AR	PBA	CBPS CPDEPMEDS
10	5	1	Columbus, GA	Ft. Benning	CBPS
11	5	1	Hinesville, GA	Ft. Stewart	CBPS
12	5	1	Killeen, TX	Ft. Hood	CBPS
13	5	1	El Paso, TX	Ft. Bliss	CBPS
14	5	1	Colorado Springs, CO	Ft. Carson	CBPS

Although these travel projections are included, the contractor shall determine actual travel requirements needed to accomplish the SOW. Accordingly the contractor may vary the number of trips, travel destination, and duration of travel from these projections to accomplish the contract SOW within the total estimated costs. The contractor shall notify the contracting officer when 75 percent of the total estimated costs or travel has been reached.

All temporary travel shall be arranged by the contractor and be at fair and reasonable costs to the government. When commercial air carrier and commercial ground transportation are used, they shall be the most reasonable available to accomplish the mission. The contractor shall strive to stay within established Government Per Diem rates for meals, lodging, and miscellaneous items at the travel destination. Also, mileage rates for personal vehicle use to accomplish temporary off site travel shall comply with established Government rates.

The invoice submitted for payment of travel costs shall include a copy of the associated receipts for commercial carrier costs, ground transportation cost, and lodging. In addition, copy of all expense items in the amount of or exceeding \$75 shall be included. The contractor shall provide copy of each invoice and required receipts to the contracting officer within 10 days of submission for payment.

The contractor shall document the results of temporary travel by preparing a report of travel. As a minimum, the report shall identify destination, purpose, accomplishments, and open issues/actions. The contractors format shall be used. Reports of travel shall be

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submitted to the contracting officer.

*** END OF NARRATIVE C 001 ***

PACKAGING AND MARKING

SECTION D - THERE ARE NO PACKAGING INSTRUCTIONS FOR THIS EFFORT.

*** END OF NARRATIVE D 001 ***

INSPECTION AND ACCEPTANCE

9. INSPECTION AND ACCEPTANCE

9.1. Inspection and acceptance sites: The inspection and acceptance site for all efforts provided under this contract shall be the Chemical/Biological Defense Program Support Integration Directorate at Rock Island, Illinois.

9.2. Appointment of Contracting Officers Representative: The Contracting Officer will designate an individual(s) to act as the COR(s) 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.

9.3. Access to Procedures, Records, Data and Facilities: 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.

9.4. Inspection and Acceptance Procedures: The government will have the right to conduct surveillance of the Contractors performance including services rendered and any documentation or written material in support thereof under this contract. The contractors progress will be evaluated from the Specific Tasks outlined in Section C-3 of this PWS. The quality and effectiveness of contractors output will be judged by the quality of written documents, briefing charts, and the progress of the mission, as defined by the IPTs. The Contracting Officers Representative will conduct such surveillance of the Contractors performance under the contract as determined appropriate and necessary. The Contracting Officer shall exercise these responsibilities through its staff and in connection with any related agencies necessary to ensure that the standards set forth herein are met.

9.5. The requirements set forth in this contract shall be the criteria by which the Contractors performance shall be inspected. These requirements may either be in full text or incorporated by referenced regulations, technical manuals, etc.

9.6 Government Surveillance personnel will monitor the contractors performance by physical inspection, review of reports/ documentation, and validated complaints.

9.7. When Government surveillance personnel find deficiencies; the Contractor shall be so advised verbally and in writing. As directed by the Contracting Officer or their representative(s) the Contractor shall promptly take the necessary action to ensure against any future deficiency.

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9.8. Acceptance will be by submission of biweekly or bimonthly DD Forms 250 (Material Inspection and Receiving Reports) and will be F.O.B. Destination.

*** END OF NARRATIVE E 001 ***

DELIVERIES OR PERFORMANCE

SECTION F - THERE ARE NO TRANSPORTATION CLAUSES APPLICABLE TO THIS EFFORT.

*** END OF NARRATIVE F 001 ***

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION		JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	WF4C1AM1PC 51109146016 MIPR4KTACOMS10	AA	2	21	42035000046D6D17P51109125FB	S19130	46TAM1 W91A2K	\$ 217,360.00
0002AA	WF4C0AM1PC 51109146016 MIPR4KTACOMS10	AA	2	21	42035000046D6D17P51109125FB	S19130	46TAM1 W91A2K	\$ 30,000.00
							TOTAL	\$ 247,360.00

SERVICE NAME	TOTAL BY ACRN	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	OBLIGATED AMOUNT	
Army	AA	21	21	42035000046D6D17P51109125FB	S19130	W91A2K	\$ 247,360.00	
							TOTAL	\$ 247,360.00

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SPECIAL CONTRACT REQUIREMENTS

3	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
4	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
5	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is taberf@ria.army.mil. The data fax number for submission is 309.782.1218 ATTN: Faye Taber.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES

6	52.202-1	DEFINITIONS	JUL/2004
7	52.203-3	GRATUITIES	APR/1984
8	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
9	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
10	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
11	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
12	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
13	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
16	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
17	52.222-26	EQUAL OPPORTUNITY	APR/2002
18	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
19	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
20	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
21	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	JAN/2004
22	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
23	52.232-1	PAYMENTS	APR/1984
24	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
25	52.232-11	EXTRAS	APR/1984
26	52.232-17	INTEREST	JUN/1996
27	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
28	52.232-25	PROMPT PAYMENT	OCT/2003
29	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
30	52.233-1	DISPUTES	JUL/2002
31	52.233-3	PROTEST AFTER AWARD	AUG/1996
32	52.242-13	BANKRUPTCY	JUL/1995
33	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2003

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MOD/AMD

Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

34	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
35	52.248-1	VALUE ENGINEERING	FEB/2000
36	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
37	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
38	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
39	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
40	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
41	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
	DFARS		
42	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
	DFARS		
43	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)	SEP/2004
	DFARS		
44	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
45	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
46	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
47	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

48 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

49 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

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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)