

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 125		
2. CONTRACT (Proc. Inst. Ident.) NO. W52H09-05-D-5008		3. EFFECTIVE DATE 03 Aug 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY TACOM-ROCK ISLAND AMSTA-AQ-SPS BLDG 102, 1ST FLR, S WING ROCK ISLAND IL 61299-7830		CODE W52H09	6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SUNFLOWER REDEVELOPMENT LLC JOHN R. JACKSON 2800 GRAND BLVD #700 KANSAS CITY MO 64108-4600			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 15 Days		
CODE 3ZZK6		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM			
11. SHIP TO/MARK FOR TACOM-ROCK ISLAND ROCK WOODSTOCK ROCK WOODSTOCK PHONE 308-782-7237 EMAIL WOODSTOCKR@RIA.ARMY.MIL ROCK ISLAND IL 61299		CODE W52H08	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE INDIANAPOLIS VENDOR PAY ATTN: DEPT 3420 8089 EAST 50TH STREET INDIANAPOLIS IN 46249-3120		CODE HQ0105		
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				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$109,000,000.00		
16. TABLE OF CONTENTS							
<input checked="" type="checkbox"/> SEC.	DESCRIPTION	PAGE(S)	<input checked="" type="checkbox"/> SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM	1 - 16	X	I	CONTRACT CLAUSES	115 - 117
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	17 - 77	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	78 - 107	X	J	LIST OF ATTACHMENTS	118
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	108 - 110	X	K	REPRESENTATIONS, CERTIFICATIONS AND	119 - 120
X	F	DELIVERIES OR PERFORMANCE	111			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	112	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	121 - 125
X	H	SPECIAL CONTRACT REQUIREMENTS	113 - 114	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 0 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.				
19A. NAME AND TITLE OF SIGNER (Type or print) John R. Jackson CEO of Managing Member Sunflower LLC			20A. NAME AND TITLE OF CONTRACTING OFFICER				
19B. NAME OF CONTRACTOR			19C. DATE SIGNED 8-6-2005		20B. UNITED STATES OF AMERICA BY: <i>Ernest E. Meade</i> (Signature of Contracting Officer)		
19D. SIGNATURE OF CONTRACTOR <i>[Signature]</i> (Signature of person authorized to sign)			20C. DATE SIGNED 8-6-2005				

Section A - Solicitation/Contract Form

LOCAL CLAUSE , PARTS I AND 2

This agreement is entered into this 3rd day of August 2005, by the United States of America (the "Government") represented by US Army Tank-Automotive and Armaments Command, the Contracting Officer, and Sunflower Redevelopment LLC, a corporation organized and existing under the laws of the State of Kansas (the "Contractor"). Furthermore, this contract incorporates all certifications and uses the effective date that applied to contract W52H09-05-D-5007, a document that was cancelled by the contracting office due to system error.

PART I**Remediation Services Agreement****PREAMBLE**

This Contract is entered into by and between the United States Army ("Army") and Sunflower Redevelopment LLC ("SRL") (collectively and hereinafter "Parties"), for the purposes of setting forth the principle agreements and understandings of the Parties with regard to the environmental remediation and explosives clean-up at the former Sunflower Army Ammunition Plant ("Sunflower").

A. BACKGROUND.

1. In October 2004, legislation was enacted to authorize the U.S. Army in consultation with the General Service Administration to convey Sunflower directly to an entity selected by the Board of Commissioners of Johnson County, Kansas ("Sunflower Act").

2. The Board of Commissioners of Johnson County, Kansas has selected SRL to be the entity, as the developer of Sunflower, contemplated in the Sunflower Act.

3. Section (d) of the Sunflower Act, authorizes the Army to enter into an agreement with SRL for the performance of the environmental remediation and explosives removal at Sunflower.

4. This Contract establishes the allocation of responsibility between the Parties. The Government Work Statement sets forth specific obligations of the developer with regard to the environmental remediation of the Property and will be carried out by the laws and regulations governing contracts with the Federal government.

5. Upon the execution of this Contract, SRL has agreed to purchase Sunflower pursuant to the Conveyance Agreement.

6. It is the intention of the Army and SRL that the completion of the Parties' obligations under this Contract will fulfill the Army's obligations under RCRA and CERCLA, to include the RCRA Permit (Attachment 001 of this Contract) in order to grant the CERCLA Covenant and permit timely redevelopment of Sunflower by SRL.

7. This Contract is entered into under the authority granted to the Secretary of Defense and the Secretaries of the Military Departments under Title 10 of the United States Code, and the regulations, proclamations, and directives pursuant thereto. This includes the rules and regulations implemented by the Federal Acquisition Regulations, Defense Federal Acquisition Regulation Supplement, and the Army Federal Acquisition Regulation Supplement.

B. DEFINITIONS.

Unless otherwise expressly provided in this Contract, when the terms listed below are used in this Contract or in any schedules or exhibits attached hereto and incorporated hereunder, the following definitions shall apply:

1. "Act" means the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005, § 2841 (P.L. 108-375) (Attachment 002 of this Contract).
2. "Army Funding Delay" means any failure by the Government to provide funding either for or to this Contract or the Work to be performed under this Contract that can reasonably be expected to cause SRL, in carrying out the General Implementation Schedule (as defined in Paragraph 3(ee) of the Consent Order (Attachment 003 of this Contract)), to come within 120 days of exhausting funds paid by the Government to carryout the Work. Army Funding Delay does not include temporary delays in funding to the Contract caused by delays in passage of annual appropriations acts or delays in directing funding to the appropriate point to be obligated onto the Contract.
3. "Army-Retained Obligations" or "ARO" means any of the following conditions, substances, or responsibilities at, on, from or affecting Sunflower, for which the Army remains fully responsible:
 - (a) Biological Warfare Materiel;
 - (b) Unexploded Ordnance;
 - (c) Chemical Warfare Materiel;
 - (d) Discarded Military Munitions; and
 - (e) Radiological Materiel.
4. "ARO Notice" means SRL's notice to the Army of the existence of a suspected ARO.
5. "Biological Warfare Materiel" means microorganisms or toxins derived from them intended for use in military operations (including research and weapons development) to cause disease in humans, animals or plants, or which cause the deterioration of biological material.
6. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.
7. "Chemical Warfare Materiel" means a chemical substance intended for use in military operations (including research and weapons development) to kill, seriously injure, or incapacitate a person through its physiological properties, excluding industrial chemicals, chemical herbicides, smoke, and flame.
8. "Closing" means the real estate closing defined in Section 1.9 of the Conveyance Agreement.
9. "Constituents of Concern" means any toxic, dangerous, corrosive, or otherwise hazardous substance, which is or becomes regulated by local, state, or Federal government authority including, without limitation, any substance that is: (a) defined or designated as a "hazardous substance" pursuant to 42 U.S.C. § 9601 or § 9602 and K.S.A. 65-3452a; (b) defined as a "contaminant" pursuant to 42 U.S.C. § 9601; (c) defined as a "regulated substance" pursuant to 42 U.S.C. § 6903; (d) defined as a "hazardous waste" pursuant to 41 U.S.C. § 6903 and K.S.A. 65-3430; (e) petroleum; (f) PCBs; (g) defined as "pollution" in K.S.A. 65-171d; (h) non-explosive concentrations of nitro-cellulose, nitroglycerine, and nitro-guanidine; provided, however, that the term "Constituents of Concern" does not include any Biological Warfare Materiel, Chemical Warfare Materiel, Radiological Materiel, Discarded Military Munitions, or Unexploded Ordnance.
10. "Conveyance Agreement" means the real estate purchase and sales agreement regarding Sunflower among the Army, the GSA, and SRL dated _____, 2005.
11. "Covenant" means the covenant to be provided by the Army pursuant to 42 U.S.C. § 9620(h).
12. "Covenant Letter" means the "no further action" determination by the KDHE pursuant to Paragraph 69of the Consent Order.
13. "DDESB" means the Department of Defense Explosive Safety Board which is an independent division of the Department of Defense that reviews and ensures safety during munitions responses by adhering to the

DOD Ammunitions and Explosives Safety Standards presented in Department of Defense Directive 6055.9 and DODD 6055.9 STD.

14. “Deed Environmental Protection Provisions” means deed restrictions set forth in: (a) Section III; (b) Sections IV a.2 and b.2; and (c) Sections VI b and c of the Covenant Deed (as defined in Section 1.16 of the Conveyance Agreement) and (u) Section III; (v) Sections IV a and b; (x) Section V; (y) Section VI; (z) Sections VII b and c; of the Deferred Covenant Deed.

15. “Deferred Covenant Property” means those Tracts transferred at the Closing to SRL with a Deferred Covenant Deed (as defined in Section 1.19 of the Conveyance Agreement) and more fully identified in Exhibit 13 to the Conveyance Agreement.

16. “Discarded Military Munitions” means, as defined in 10 U.S.C. § 2710(e)(2), military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held for future use or planned disposal, or military munitions that have been properly disposed of, consistent with applicable environmental laws and regulations.

17. “Environmental Insurance” means: (a) the insurance and financial program issued by the Insurer substantially in the in the form of Exhibit 1; and (b) any trust account established by SRL to fund loss or payment of self-insured retentions.

18. “Explosive Munitions Constituents” means any propellant, explosive, or pyrotechnic, or other military munitions-related substance that may be present in high enough concentrations to pose an explosive hazard and which: (a) does not include any Biological Warfare Materiel, Chemical Warfare Materiel, or Radiological Material; or (b) and is not an Unexploded Ordnance or Discarded Military Munition.

19. “Explosives Plan” means: (a) the explosives safety submission regarding Sunflower dated October 1999; (b) the amendment to that explosives safety submission, dated May 13, 2005; and (c) any other amendments to that explosives safety submission agreed to by the Army and SRL and thereto approved for Sunflower by the DDESB (Attachment 005 of this Contract) .

20. “Equitable Adjustment” means: Requests for Equitable Adjustments pursuant to FAR, DFARS, and AFARS procedures, as incorporated into this Contract. See DFARS 252.243-7002 of this Contract.

21. “GSA” means the General Services Administration of the United States.

22. “GWS” or “Government Work Statement” means the mutually agreed upon description of the Work to be performed by SRL set forth in Part C of this Contract.

23. “Insurer” means the issuer of the Environmental Insurance, Quanta Specialty Lines Insurance Company.

24. “KDHE” means the Kansas Department of Health and Environment.

25. “Landfill Permits” shall mean KDHE Solid Waste Disposal Permit No. 340 and KDHE Industrial Landfill Permit No. 684.

26. “Long-Term Obligations” means the performance of any long-term review, monitoring, and operation and maintenance activities and reporting, including land use control obligations that are required, following the achievement of Tract Closeout.

27. “Munitions and Explosives of Concern” or “MEC” means the categories of military munitions that may pose unique or explosive safety risks and include:

- (a) Unexploded Ordnance;
- (b) Discarded Military Munitions; and
- (c) Explosive Munitions Constituents.

28. "Munitions Response Action" means response actions, including investigation, removal and remedial actions to address explosives safety, human health, or environmental risks presented by MEC.

29. "Munitions Response Completion Certificate" means, as to any Tract, the certificate, in the form of Exhibit 2 to be prepared by SRL and approved by the Army upon completion of the Munitions Response Action required by the Explosives Plan.

30. "NCP" means the National Contingency Plan promulgated pursuant to 42 U.S.C. § 9605 and codified in 40 C.F.R. § 300.

31. "Radiological Materials" means solid, liquid, or gaseous material, derived from Army activities, that contains radionuclides regulated under the Atomic Energy Act of 1954, as amended, and licensed by the Nuclear Regulatory Commission. It includes radioactive material, nuclear devices and nuclear components thereof, and radiographic and instrument calibration sources and various instrumentation and radio luminescent products manufactured for military applications. The term "Radiological Materials" does not include background radiation.

32. "RCRA Permit" means Resource Conservation Recovery Act hazardous waste facility permit EPA ID #KS3213820878.

33. "Sunflower" means the former Sunflower Army Ammunition Plant located in Johnson County, Kansas.

34. "Tract" means the 100 ft. × 100 ft. portions (or parts thereof) of the real property included in Sunflower as reflected in Exhibit 3 (Attachment 006 of this Contract).

35. "Tract Closeout" means the point in time when:

- (a) As to any Tract subject to the Consent Order, SRL has performed the Work and KDHE has issued its Covenant Letter as to the Tract; and
- (b) As to any Tract subject to the Explosives Plan, SRL has performed the Work and the Army has issued the Munitions Response Completion Certificate as to the Tract.

36. "Unexploded Ordnance" means, as defined in 10 U.S.C. § 2710(e)(9), any military munitions that:

- (a) have been primed, fused, armed, or otherwise prepared for action;
- (b) have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and
- (c) remain unexploded either by malfunction, design, or any other cause.

37. "Work" means:

- (a) All activities by SRL necessary to obtain Tract Closeout of the Deferred Covenant Property pursuant to the Consent Order (including completion of all Army requirements under the RCRA and Landfill Permits);
- (b) All activities by SRL necessary to obtain Tract Closeout of the Deferred Covenant Property pursuant to the Explosives Plan (other than AROs); and
- (c) The performance of any Long-Term Obligations.

Within this Contract, the terms "release," "threatened release," "hazardous substance," "pollutant," "contaminant," "removal," "remedial action," and "response" have the meanings given such terms under CERCLA and United States Environmental Protection Agency regulations implementing CERCLA.

C. AGREEMENT

1. SRL agrees to carry out the Work, to purchase the Environmental Insurance, to indemnify the Army, and to perform its other obligations in accordance with the terms of this Contract.
2. The Army agrees to help fund the performance of the Work and the purchase of the Environmental Insurance, to issue the Covenant for Sunflower, and to perform its other obligations in accordance with the terms of this Contract.
3. SRL agrees to secure with the Mortgage (as defined in the Conveyance Agreement), a copy of which is included as Attachment 007 of this Contract, its obligation to carry out certain environmental remediation and long-term monitoring at Sunflower as more fully described in the Mortgage.
4. In the event that the Shawnee tribe litigation succeeds in denying SRL title to the parcel known as Sunflower, the SRL is relieved of carrying out that portion, described in Section B of this contract as "SRL work". The Army reserves the right to require SRL to perform the "SRL work" by substituting cash payments, from appropriations, in an amount equal to the dollar value as set forth in the contract for the "SRL work" or to terminate the Remediation Contract in accordance with the applicable FAR provisions.

D. UNDERTAKINGS OF SRL

In consideration of the payments, promises and covenants of this Contract, SRL agrees that it will:

1. Assume the responsibility for the performance of Work in accordance with and subject to the terms of this Contract;
2. Assume responsibility for remediation requirements under the Consent Order that exceed the scope of this Contract at no cost to the Government including but not limited to remediation of anthropogenic coal fines, solid waste resulting from salvage operations, and routine application of pesticides in accordance with manufacturers instructions;
3. Carry out all obligations under the RCRA Permit and the Landfill Permits (Attachment 008 of this Contract);
4. Maintain perimeter or other fencing and warning signs and implement procedures required to control unauthorized access to portions of Sunflower posing an environmental or explosive hazard;
5. Purchase the Environmental Insurance;
6. Provide risk management, including the Environmental Insurance, and manage claims arising under the Environmental Insurance;
7. Provide access to any non-privileged documents in its possession regarding information reasonably requested by the Army concerning the environmental condition of a Tract within a reasonable time of such request;
8. Accommodate the Army's need for existing office space for on-site personnel needed to oversee SRL's performance of the Work at no cost to the Army, other than the reasonable cost of utilities, custodial services, and equipment building maintenance services; and
9. Indemnify the Army in accordance with Section G of this Agreement.

E. UNDERTAKINGS OF THE ARMY

In consideration of SRL's undertakings under this Contract, the Army agrees that it will during the term of this Contract:

1. Make the payments to SRL in the amounts and by the dates set out in this Contract;
2. Review all Deliverables (as defined in the Consent Order) to confirm that the remedies implemented by SRL are consistent with CERCLA, RCRA, the NCP and other applicable laws and/or regulations to the degree needed to ensure that all necessary remedial action is taken on the Tracts subject to the Consent Order;
3. Review all Munitions Response Actions taken by SRL to ensure these actions are consistent with the Explosives Plan. Within 30 days after SRL has submitted the documentation required under the Explosives Plan and a draft Munitions Response Completion Certificate regarding completion of the Munitions Response Action for any Tract, the Army will review the Completion Certificate and if it complies with the Explosives Plan the Army will execute the Munitions Response Completion Certificate;
4. As to any Tract of Deferred Covenant Property, issue the Covenant within 90 days of SRL's written request to the Army for the issuance of the Covenant provided SRL's request is accompanied by the applicable Tract Closeout documentation including, when required, the Covenant Letter issued by the KDHE. Unless otherwise agreed by the Army and SRL, the Army is not required to provide the Covenant unless the Tract or Tracts contain, in the aggregate of each request, at least 100 acres;
5. In addition to the information provided pursuant to the Conveyance Agreement, on request by SRL, provide additional information concerning site conditions for Sunflower, and if such information is reasonably obtainable without significant cost and releasable by the Army in accordance with applicable law, the Army shall provide reasonable access to such requested information to SRL within thirty (30) days of SRL's written request for such information, or as soon as is reasonably possible thereafter. SRL and the Army agree that if any of the documents identified above are missing and those documents are required to achieve Tract Closeout, the Army will use diligent efforts to locate such documents and provide access to them promptly to SRL; and
6. Wherever the terms of this Contract provide for concurrence by the Army, not unreasonably withhold or delay its approval, and, at minimum, provide them within the approval timelines under the Consent Order or the Explosives Plan, as applicable.

F. ARMY-RETAINED OBLIGATIONS

1. In the event SRL discovers material that it believes is a potential ARO, SRL shall immediately stop any ground disturbing work in the area of discovery and any adjacent areas; secure the site, and shall not disturb, remove or destroy the material, but shall immediately provide an ARO Notice to the on-site Army representative.
 - (a) The Parties agree, pursuant to the terms of this Contract, to confer within three (3) days of any ARO Notice regarding the scope of any investigation that may be necessary to confirm whether the potential ARO is an ARO.
 - (b) The Army retains full responsibility for AROs, though the Parties may agree to terms on which SRL agrees to perform any necessary actions to investigate or address the AROs.
2. In carrying out any ARO, the Army shall minimize interference with the use of Sunflower by SRL and its successors, assigns, transferees and tenants to the extent practicable and act in a manner that will not unreasonably delay SRL's performance of the Work.
3. The failure of SRL to provide a timely ARO Notice shall not limit in any way the responsibility of the Army for any ARO under this Contract or under applicable law, except to the extent the Army's interests are materially and adversely affected by such late notice.

4. If SRL discovers a potential ARO, SRL shall use its reasonable best efforts to avoid incurring costs or obligations with respect to the condition by seeking to ascertain whether such condition is in fact an ARO before incurring such costs or obligations. To the extent SRL incurs costs or obligations with respect to an ARO, despite SRL's use of reasonable best efforts to avoid incurring such costs, SRL may seek reimbursement from the Army.

5. With regard to AROs, the Army will timely provide to SRL copies of any and all documents submitted to the KDHE, the DDESB, or other applicable regulatory entity at the same time said documents are submitted to such regulatory entity. SRL shall have the right to review and comment on these documents.

6. Except to the extent the Parties may otherwise agree pursuant to Section F(1)(b), the Army shall be solely responsible for and SRL shall have no liability or responsibility for claims, liabilities, costs, losses, death, injury, fines, penalties, or any damage arising from or in connection with any ARO, except to the extent the liability arises from either the failure of SRL to notify the Army of the ARO in a timely manner, or the gross negligence or willful misconduct of SRL or its agents after the identification of an ARO.

G. INDEMNITIES AND WAIVERS

1. SRL agrees that it shall, upon the execution of this Contract, indemnify the Army for:
 - (a) All costs for activities required to be performed or actions taken by SRL as part of the Work;
 - (b) All personal injury or property damage claims to the extent caused by SRL or its contractors in the course of performing the Work;
 - (c) All natural resource injuries at or on Sunflower pertaining to releases of any Constituents of Concern;
 - (d) All costs associated with correction of a failure of a remedy after Tract Closeout has been achieved;
 - (e) All costs associated with or arising from any negligent acts or omissions or willful misconduct of SRL in the course of performing or in the performance of the Work;
 - (f) All costs associated with remediation of Constituents of Concern or Explosive Munitions Constituents discovered on or emanating from any Tract within 10 years after of issuance of the Covenant for such Tract or the expiration of applicable Environmental Insurance, whichever is longer;
 - (g) Any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the Deed Environmental Protection Provisions by SRL;
 - (h) Any and all costs associated with modification or termination of the Deed Environmental Protection Provisions while any of the applicable Tracts are owned by SRL; and
 - (i) Any and all claims, damages, and judgments arising out of, or in any manner predicated upon exposure after the Closing arising from the existence of Explosive-Munitions Constituents, Constituents of Concern, asbestos, or lead based paint.

Notwithstanding the foregoing, this indemnification obligation shall not include:

- (v) Any and all claims, damages, and judgments arising out of, or in any manner predicated upon exposure to Constituents of Concern, Munitions and Explosives of Concern, asbestos, lead based paint, or other conditions at Sunflower prior to the Closing;
- (x) Any and all personal injury or property damage that occurs prior to Closing associated in any way with Sunflower unless caused by SRL;
- (y) Any and all claims, damages, and judgments arising out of remediation or munitions response actions at Sunflower, including the transportation, treatment or disposal of hazardous substances conducted by the Army, its agents, employees, lessees or contractors prior to the date of the Closing; or
- (z) Any and all claims, damages, and judgments arising out of actions of the Army, its agents, employees, lessees or contractors (excluding SRL) in performance of AROs.

2. The Army shall, with respect to these indemnities, provide SRL with prompt notice of the occurrence of any costs for which it is entitled to indemnification. The Army's failure to provide such notice on a timely basis shall not void this indemnification but if the extent of delay increases SRL's indemnification obligation, SRL shall have the right to request equitable adjustment under this Contract. Furthermore, the Army shall cooperate with and assist in the defense, to the extent permitted by Federal law, provided by SRL, including, but not limited to, providing SRL ready access to the Army's records, materials, and staff concerning the matters subject to indemnification to the extent permitted by federal law.

3. SRL's obligation to indemnify the Army pursuant to this Article shall, upon the occurrence of any termination of this Contract, except arising by default by SRL, be limited to only those claims arising solely from those Tracts for which SRL has received the Covenant prior to termination.

4. In the event the Army unilaterally modifies the Contract and reduces the scope of Work, SRL's obligations to indemnify the Army pursuant to this Article shall be limited as to exclude such Tracts removed from the scope of Work by the unilateral modification.

5. This Article will survive the expiration or termination of this Contract.

H. PARTY REPRESENTATIONS

1. The Army represents that:

- (a) It is fully authorized to enter into this Contract;
- (b) The information contained in the environmental reports identified in Section 1.23 of the Conveyance Agreement, fairly and accurately represents the Army's actual knowledge of the nature and extent of environmental and propellant contamination at, from, on or effecting Sunflower;
- (c) As between the Army and SRL, the following costs are not applicable to the Work and SRL will not have to pay or become liable for any:
 - (i) oversight costs to the United States Environmental Protection Agency in connection with work it undertakes pursuant to the Consent Order; or
 - (ii) costs for compliance with the Davis-Bacon Act, 40 U.S.C. § 276 et seq.

2. SRL represents that:

- (a) It is fully authorized to enter into this Contract;
- (b) It has inspected or has had the opportunity to inspect Sunflower as to the presence of Constituents of Concern, Explosive Munitions Constituents, asbestos, lead-based paint, and any other conditions relating thereto. Except to the extent provided in the Conveyance Agreement, SRL shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property; and
- (c) It enters this Contract cognizant of the requirements and prohibitions set forth in the Anti-Deficiency Act and that any provision of this Contract that states or implies that the Army will reimburse SRL for specific costs incurred are wholly subject to the Anti-Deficiency Act and that the Army's obligations are subject to that law.

I. ADDITIONAL AGREEMENTS

The Army and SRL further agree that:

1. If conflicts are found between this Contract and the Consent Order after this Contract has been signed, the Consent Order shall govern. This Contract in no way restricts the parties to the Consent Order from modifying the Consent Order and documents referenced therein, pursuant to their terms, before or after the Work has begun, provided the Army receives prior notification and has the opportunity to comment on any such modification.

2. KDHE shall have the final authority to determine whether environmental remediation sufficient to satisfy the Consent Order is occurring. To the extent provided in the Consent Order, the Army shall have the right to review and, comment on all actions regarding environmental remediation of Constituents of Concern at Sunflower. The Army's right to review and comment, in no way limits SRL's responsibility to cause CERCLA, RCRA or any other applicable environmental law or regulations compliance for the Deferred Covenant Property by satisfaction of the Consent Order requirements.

3. Prior to the Closing, the Army was the holder of the RCRA Permit and the Landfill Permits. After the Closing, both SRL and the Army will be holders of the RCRA Permit and SRL will be the holder of the Landfill Permits.

4. SRL may request equitable adjustment if the Army fails to pay any amount when due under this Contract regardless of whether such failure constitutes an Army Funding Delay.

J. ARMY FUNDING DELAY

Upon the occurrence of an Army Funding Delay, the Army shall have thirty (30) days from receipt of written notice from SRL to cure such Army Funding Delay. If the Army Funding Delay is not corrected during the cure period or as otherwise agreed by SRL and the Army:

1. The Army shall unilaterally modify the scope of the Work to conform to the available funding in accordance with the FAR 52.243-4; or

2. Terminate the Contract for convenience in accordance with the FAR 52.249-4.

K. GENERAL PROVISIONS

1. Unless otherwise provided, days shall mean calendar days and not business days.

2. When the consent of a party is required by this Contract, thus consent shall not be unreasonably withheld.

3. Nothing contained in this Contract will be made or be construed to make the Army and SRL partners or joint venturers. Nothing contained in this Contract shall be rendered or be construed to render either of the parties to it, liable to any third party for debts or obligations of the other.

4. This Contract shall be governed by and construed and interpreted in accordance with Federal law and, to the extent applicable, to the laws of the State of Kansas.

5. Nothing set forth in this Contract shall be construed to have waived any rights of any party under any statutory law.

6. This Contract shall remain in effect until Tract Closeout has been attained for all the Deferred Covenant Property and the Army has paid all funds owing to SRL.

7. The obligations of the Parties that shall survive the termination of this Contract, shall include Sections G1, F, H and I(2) of this document, and the obligation of SRL to maintain compliance with the Deed Environmental Protection Provisions; provided, however, that SRL obligations as to the Deed Environmental Protection Provisions, upon a termination for convenience, shall be limited to these Tracts for which the Army issued the Covenant prior to termination.

8. If any provision of this Contract is held invalid, the remainder of the Contract will continue in force and effect to the extent not inconsistent with such holding.

9. No party shall be deemed to have waived any material provision of this Contract upon any event of breach by the other party and no "course of conduct" shall be considered to be such a waiver, absent a writing expressly waiving such a provision.

10. Any notice, transmittal, approval, or other official communication made under this Contract will be in writing and will be delivered by hand, facsimile transmission, electronic mail, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated.

PART II

CONTRACT PROCEDURES

SCOPE OF AGREEMENT

1. Environmental Remediation of sites identified in the task matrix to a level that meets standards established by Kansas Department of Health & Environment (KDHE). This includes sites identified within the task matrix as locations where the developer will perform remediation services in lieu of cash for the Fair Market Value of the property as established previously by the Government and agreed to by SRL. Fixed prices are assigned to each element of the task matrix identified in the REQUIREMENTS CONTRACT and will be used as the basis for valuation of subsequent Delivery Orders.
2. Explosive decontamination of sites identified in the task matrix to a level that meets standards established by the US Army. Fixed prices are assigned to each element of the task matrix identified in the Requirements Contract and will be used as the basis for valuation of subsequent Delivery Orders.
3. Environmental Insurance with appropriate dollar deductible for environmental remediation tasks previously identified. Insurer will also provide Pollution Legal Liability (PLL) coverage for an appropriate period of years from the date of award. The total number of years will be subject to prior Government approval.
4. Data as specified in Contract Data Requirements List (CDRL), DD Form 1423, incorporated into individual Delivery Orders.
5. Investigation of decontamination and remediation sites, not previously identified in the task matrix, discovered during the performance of this contract shall be addressed In Accordance With (IAW) the Consent Order.
6. Delivery Orders for Environmental Remediation and Explosives Decontamination will incorporate advance payments that will be held by the entity providing the EPP Insurance. Funds assigned to each task will be disbursed by the insurer to the developer in a manner consistent with normal industry practice, recognizing progress in meeting KDHE standards with regard to environmental remediation and US Army standards for explosives decontamination. The Contracting Office recognizes that contingencies may occur that require changes in the timeline for remediation and decontamination task accomplishment stipulated in Delivery Orders awarded under the Requirements Contract. Changes in the task performance schedule will be coordinated with the Contracting Office and the Kansas Department of Health and Environment (KDHE) within the context of the task matrix specified in the Requirements Contract and Delivery Orders currently in force.

7. The US Army Contracting Officer's Representative (COR) will review all progress and task completion reports, and have access to all remediation sites IAW applicable health and safety rules and regulations. While the COR will concur/non-concur on fund disbursement based on progress against environmental remediation tasks, fund release will be at the discretion of the insurer IAW the Insurance contract. While the COR will concur/non-concur on fund disbursement based remediation task accomplishment, final certification of environmental remediation task accomplishment is the sole responsibility of KDHE.

8. The US Army Contracting Officer's Representative (COR) will review all progress and task completion reports, and have access to all decontamination sites IAW applicable health and safety rules and regulations. While the COR will concur/non-concur on fund disbursement based on progress against explosive decontamination tasks, fund release will be at the discretion of the insurer IAW the Insurance contract and trust agreements (Attachment 017 of this Contract). Final certification of explosive decontamination task accomplishment is the sole responsibility of COR.

Tasks authorized under this Requirements Contract shall be performed at the time and manner stipulated in individual Delivery Orders.

EFFECTIVE PERIOD, EXTENSION AND DISCONTINUANCE OF THIS AGREEMENT:

1. This agreement shall continue in effect for a period of five (5) years from the effective date thereof, provided however, that any order issued during this period and prior to the expiration date of the agreement shall continue in effect until performance stipulated in the Implementation schedule (Attachment 018 of this Contract) thereunder is complete.

2. In the event the parties elect to extend the effective period of this agreement, a Requirements Contract modification will be executed prior to the expiration of the then effective period.

LIMITATION OF GOVERNMENT LIABILITY

1. On the execution of bilateral orders or order modifications thereto funds will be obligated in the agreed amount set forth in the bilateral order or order modification thereto.

2. The Contractor is not authorized to make expenditures or incur obligations in the performance of any order issued hereunder which exceeds the total amount for the specific order, as stated in the order of modification thereafter.

3. The maximum amount for which the Government shall be liable, if any order issued hereunder is terminated, is the total amount obligated for the specific order, as stated in the order or modification thereof.

DEFINITIONS

1. Requirements Contract: A written instrument between the contractor and the government, which sets forth negotiated provisions which will apply to all orders issued under the Requirements Contract

2. Order: A contractual instrument used for the acquisition of supplies or services, which incorporates the provisions of the Requirements Contract. Each order is a separate contract between the Government and contractor and must be accept by the contractor before the provisions of the order and this Requirements Contract becomes binding. The contractor agrees to accept orders issued pursuant to "orders and ordering procedures" and further agrees to

commence performance under such order immediately upon receipt and acceptance of said order. The types of orders that may be issued hereunder are:

a. Priced Orders for services where prices, delivery schedule, and any special terms have been negotiated prior to issuance.

b. Unpriced Orders for services shall have a ceiling price and firm delivery established.

3. Order Modification: Any written alteration or definitization of the specifications, delivery point, rate of delivery, price, quantity or the provision of any existing order, whether accomplished by unilateral action in accordance with a provision of the order or Requirements Contract or by mutual action of the parties. Order modification includes:

a. Bilateral actions such as supplemental agreements;

b. Unilateral actions such as change orders, administrative changes and notices of termination.

4. Requirements Contract Modification: Any change in the terms of this basic Requirements Contract.

5. This Requirements Contract referenced to herein as "this agreement" shall be modified, amended or supplemented, or superseded, only by a revision of this Requirements Contract itself. Any such revision shall be in the form of a supplemental agreement signed by the parties hereto. This Requirements Contract shall not be modified, amended or supplemented, or superseded by individual orders issued hereunder.

ORDERS AND ORDERING PROCEDURES

1. Only contracting officers of TACOM-Rock Island are authorized to issue orders under this agreement.

2. The contractor is not authorized to commence work, or to procure or manufacture material until the contracting officer issues a written order, as hereinafter provided.

3. Priced Order: On request of the contracting officer, the contractor shall furnish a proposal, within a maximum of 15 days, for the required services in accordance with the established firm fixed prices and delivery terms applicable to the requirement, when price(s) and delivery schedule(s) pertinent to the requirement have been agreed upon, the contracting officer will issue a priced order and the parties will enter into a signed bilateral agreement. If the contracting officer and contractor are unable to reach an agreement on price in a timely manner or the urgency of the procurement necessitates ordering the services prior to receipt of the proposal or negotiating a definitive price, then an unpriced order may be issued under the procedures specified in paragraph 4 (d.) below.

4. Unpriced Orders:

a. Unpriced orders issued pursuant to this agreement will authorize the contractor to proceed with performance and will set forth the required delivery schedules, other special terms and conditions, and a ceiling price.

b. Upon receipt and acceptance of an unpriced order, the contractor shall immediately commence performance of the work specified therein, subject to negotiation of price and special terms and conditions, to the end that the services specified may be delivered at the earliest date practicable. The contractor is required to acknowledge the receipt and acceptance of each order by a written notice to the contracting officer within ten (10) days after the date of the receipt of each order by returning a signed copy of the delivery order.

c. The definitization schedule applicable to ceiling priced orders issued against this requirements contract will be contained in each delivery order and will contain a target date for definitization.

d. If agreement on definitive price is not reached by the target date set forth in the delivery order or any extension thereof by the contracting officer, the contracting officer may determine a reasonable price or fee in accordance with FAR Subpart 15.8 and part 31 of the FAR subject to appeal by the contractor as provided in the "Disputes" clause of this Requirements Contract.

GENERAL

1. All orders and order modifications issued or executed under this agreement shall refer to this agreement and shall be subject to the terms and conditions thereof.
2. The contractor shall not accept any contractual instruction issued by any person other than the contracting officer or the contracting officer's representatives acting within the limits of their authority. Contracting Officer's Representatives will be so designated in writing to the contractor and the scope of their authority will be set forth in such written authorization.
3. The contractor shall complete performance of an order or order modification even though the time for performance extends beyond the terms of the agreement.
4. The contractor shall not make delivery of any services on an unpriced contractual agreement prior to the execution of a definitizing bilateral order modification unless the contractor has the express written approval of the contracting officer. Failure of the parties to agree on any provision applicable to any unpriced order or order modification shall constitute a dispute concerning a question of fact within the meaning of the clause entitled "Disputes" of the general provisions of this agreement, and shall be subject to the procedures of said clause. Pending settlement of such dispute, the contracting officer shall establish prices that are fair reasonable and shall set forth same in a priced modification to the order indicating thereon that such prices are based on the final decision of the contracting officer, which decision is subject to appeal in accordance with the disputes clause.
5. The parties will negotiate a firm delivery schedule prior to issuance of an unpriced order. The order will reflect that the scheduled delivery is firm and the parties have agreed thereto. The contractor's acceptance of the offer shall constitute acknowledgement of such agreement.
6. Each unpriced order shall identify the type of contract.
 - a. Should the Government desire to establish a ceiling price on an unpriced order, the PCO will notify the contractor of the services to be procured and a ceiling price will be negotiated.
 - b. Prior to definitization the parties may agree to change the type of contract applicable to the issued unpriced order within the constraints stated above.
 - c. When the price proposal for a task on a multi-line item proposal exceeding \$50,000, that line item must be negotiated separately, i.e. in contrast to lines below the threshold, which may be negotiated bottom line.
7. The contractor is not authorized to make expenditures or incur obligations, in the performance of any order issued hereunder, which exceeds the total amount for the specific order, as stated in the order or modification thereof.

OBLIGATIONS OF CONTRACTOR UNDER UNPRICED ORDERS:

On acceptance of an Unpriced Order, the Contractor shall proceed to comply therewith to the extent he has the capability and facilities to do so. However, the contractor shall promptly notify the PCO, through the ACO, of any reason why he cannot furnish the supplies and/or services in accordance with the desired delivery schedule and

report any errors or other discrepancies in the order. Upon receipt of the foregoing information, the parties shall negotiate to amend the order as deemed necessary by the PCO.

TACOM –RI LOCAL CLAUSES

AS7006
NOTICE ABOUT TACOM-RI OMBUDSMAN
52.201-4501 TACOM-RI
2002APR

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-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.

(End of clause)

AS7003
Commercial Equivalent Item(s)
52.210-4516
Jun 98

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)

AS7010

AMC-Level Protest Program

52.233-4503

Jun 98

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)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0100	Sunflower Support and ESP FFP Payment for various support costs, regulatory fees and Environmental Site Protection Policy for Sunflower AAP Explosives Decontamination and Environmental Remediation	1	Each	\$18,042,609.00	\$18,042,609.00

ESTIMATED NET AMT	\$18,042,609.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0201	MEC Performance Funding Year 1 FFP	1	Each	\$10,600,000.00	\$10,600,000.00

ESTIMATED NET AMT	\$10,600,000.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0202	MEC Performance Funding Year 2 FFP	1	Each	\$10,600,000.00	\$10,600,000.00

ESTIMATED NET AMT	\$10,600,000.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0203	MEC Performance Funding Year 3 FFP	1	Each	\$6,665,867.00	\$6,665,867.00

ESTIMATED NET AMT	\$6,665,867.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0301	SWMU Army Funded FFP Portion of Environmental Remediation of SWMU 1 funded by Army	1	Each	\$525,395.00	\$525,395.00

ESTIMATED NET AMT	\$525,395.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0302	SWMU 1 Developer Funded FFP Portion of Environmental Remediation of SWMU 1 funded By Developer				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0401	SWMU 2 Army Funded FFP Portion of Environmental Remediation of SWMU 2 funded by Army	1	Each	\$304,203.00	\$304,203.00
					ESTIMATED NET AMT
					\$304,203.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0402	SWMU Developer Funded FFP Portion of Environmental Remediation of SWMU 2 funded by Developer. \$1,110,710				
				ESTIMATED NET AMT	\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0501	SWMU 3 Army Funded FFP Portion of Environmental Remediation of SWMU 3 funded by Army	1	Each	\$450,719.00	\$450,719.00
				ESTIMATED NET AMT	\$450,719.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0502	SWMU 3 Developer Funded FFP Portion of Environmental Remediation of SWMU 3 funded by Developer				
				ESTIMATED NET AMT	\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0601	SWMU 4 Army Funded FFP Portion of Environmental Remediation of SWMU 4 funded by Army	1	Each	\$379,039.00	\$379,039.00
				ESTIMATED NET AMT	\$379,039.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0602	SWMU 4 Developer Funded FFP Portion of Environmental Remediation of SWMU 4 funded by Developer. \$724,190				
					\$0.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0701	SWMU 5 Army Funded FFP Portion of Environmental Remediation of SWMU 5 funded by Army	1	Each	\$394,607.00	\$394,607.00
					\$394,607.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0702	SWMU 5 Developer Funded FFP Portion of Environmental Remediation of SWMU 5 funded by Developer. \$781,361				
				ESTIMATED NET AMT	\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0801	SWMU 6 Army Funded FFP Portion of Environmental Remediation of SWMU 6 funded by Army	1	Each	\$794,301.00	\$794,301.00
				ESTIMATED NET AMT	\$794,301.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0802	SWMU 6 Developer Funded FFP Portion of Environmental Remediation of SWMU 6 funded by Developer. \$4,096,977				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0901	SWMU 7 Army Funded FFP Portion of Environmental Remediation of SWMU 7 funded by Army	1	Each	\$835,087.00	\$835,087.00
					ESTIMATED NET AMT
					\$835,087.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0902	SWMU 7 Developer Funded FFP Portion of Environmental Remediation of SWMU 7 funded by Developer. \$176,841				

ESTIMATED NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001	SWMU 8 Army Funded FFP Portion of Environmental Remediation of SWMU 8 funded by Army	1	Each	\$858,829.00	\$858,829.00

ESTIMATED NET AMT \$858,829.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002	SWMU 8 Developer Funded FFP Portion of Environmental Remediation of SWMU 8 funded by Developer. \$177,171				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1101	SWMU 9 Army Funded FFP Portion of Environmental Remediation of SWMU 9 funded by Army	1	Each	\$849,822.00	\$849,822.00
					ESTIMATED NET AMT
					\$849,822.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1102	SWMU 9 Developer Funded FFP Portion of Environmental Remediation of SWMU 9 funded by Developer. \$209,904				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1201	SWMU 10 Army Funded FFP Portion of Environmental Remediation of SWMU 10 funded by Army	1	Each	\$118,545.00	\$118,545.00
					ESTIMATED NET AMT
					\$118,545.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1202	SWMU 10 Developer Funded FFP Portion of Environmental Remediation of SWMU 10 funded by Developer. \$67,927				
				ESTIMATED NET AMT	\$0.00
				Funded Amount	\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1301	SWMU 11 Army Funded FFP Portion of Environmental Remediation of SWMU 11 funded by Army	1	Each	\$214,661.00	\$214,661.00
				ESTIMATED NET AMT	\$214,661.00
				Funded Amount	\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1302	SWMU 11 Developer Funded FFP Portion of Environmental Remediation of SWMU 11 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1401	SWMU 12 Army Funded FFP Portion of Environmental Remediation of SWMU 12 funded by Army	1	Each	\$1,421,929.00	\$1,421,929.00
					ESTIMATED NET AMT
					\$1,421,929.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1402	SWMU 12 Developer Funded FFP Portion of Environmental Remediation of SWMU 12 funded by Developer. \$314,154				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1501	SWMU 13 Army Funded FFP Portion of Environmental Remediation of SWMU 13 funded by Army	1	Each	\$502,972.00	\$502,972.00
					ESTIMATED NET AMT
					\$502,972.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1502	SWMU 13 Developer Funded FFP Portion of Environmental Remediation of SWMU 13 funded by Developer. \$315,315				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1601	SWMU 14 Army Funded FFP Portion of Environmental Remediation of SWMU 14 funded by Army	1	Each	\$338,337.00	\$338,337.00
					ESTIMATED NET AMT
					\$338,337.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1602	SWMU 14 Developer Funded FFP Portion of Environmental Remediation of SWMU 14 funded by Developer. \$54,606				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1701	SWMU 15 Army Funded FFP Portion of Environmental Remediation of SWMU 15 funded by Army	1	Each	\$418,334.00	\$418,334.00
					ESTIMATED NET AMT
					\$418,334.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1702	SWMU 15 Developer Funded FFP Portion of Environmental Remediation of SWMU 15 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1801	SWMU 16 Army Funded FFP Portion of Environmental Remediation of SWMU 16 funded by Army	1	Each	\$419,041.00	\$419,041.00
					ESTIMATED NET AMT
					\$419,041.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1802	SWMU 16 Developer Funded FFP Portion of Environmental Remediation of SWMU 16 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1902	SWMU 17 Developer Funded FFP Portion of Environmental Remediation of SWMU 17 funded by Developer. \$1,962,731				
				ESTIMATED NET AMT	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001	SWMU 18 Army Funded FFP Portion of Environmental Remediation of SWMU 18 funded by Army	1	Each	\$8,203,169.00	\$8,203,169.00
				ESTIMATED NET AMT	\$8,203,169.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002	SWMU 18 Developer Funded FFP Portion of Environmental Remediation of SWMU 18 funded by Developer. \$3,122,348				
					\$0.00
ESTIMATED NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2101	SWMU 19 Army Funded FFP Portion of Environmental Remediation of SWMU 19 funded by Army	1	Each	\$195,610.00	\$195,610.00
					\$195,610.00
ESTIMATED NET AMT					\$195,610.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2102	SWMU 19 Developer Funded FFP Portion of Environmental Remediation of SWMU 19 funded by Developer. \$14,418				
				ESTIMATED NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2202	SWMU 20 Developer Funded FFP Portion of Environmental Remediation of SWMU 20 funded by Developer. \$3,518,459				
				ESTIMATED NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2301	SWMU 21 Army Funded FFP Portion of Environmental Remediation of SWMU 21 funded by Army	1	Each	\$1,311,770.00	\$1,311,770.00

ESTIMATED NET AMT	\$1,311,770.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2302	SWMU 21 Developer Funded FFP Portion of Environmental Remediation of SWMU 21 funded by Developer. \$132,496				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2401	SWMU 24 Army Funded FFP Portion of Environmental Remediation of SWMU 24 funded by Army	1	Each	\$2,565,583.00	\$2,565,583.00

ESTIMATED NET AMT	\$2,565,583.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2402	SWMU 24 Developer Funded FFP Portion of Environmental Remediation of SWMU 24 funded by Developer. \$218,806				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2501	SWMU 25 Army Funded FFP Portion of Environmental Remediation of SWMU 25 funded by Army	1	Each	\$133,290.00	\$133,290.00

ESTIMATED
NET AMT \$133,290.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2502	SWMU 25 Developer Funded FFP Portion of Environmental Remediation of SWMU 25 funded by Developer. \$453,072				

ESTIMATED
NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2601	SWMU 26 Army Funded FFP Portion of Environmental Remediation of SWMU 26 funded by Army	1	Each	\$845,388.00	\$845,388.00

ESTIMATED NET AMT	\$845,388.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2602	SWMU 26 Developer Funded FFP Portion of Environmental Remediation of SWMU 26 funded by Developer. \$236,593				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2701	SWMU 27 Army Funded FFP Portion of Environmental Remediation of SWMU 27 funded by Army	1	Each	\$196,345.00	\$196,345.00
					\$196,345.00
ESTIMATED NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2702	SWMU 27 Developer Funded FFP Portion of Environmental Remediation of SWMU 27 funded by Developer.				
					\$0.00
ESTIMATED NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2801	SWMU 30 Army Funded FFP Portion of Environmental Remediation of SWMU 30 funded by Army	1	Each	\$1,537,504.00	\$1,537,504.00
					\$1,537,504.00
ESTIMATED NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2802	SWMU 30 Developer Funded FFP Portion of Environmental Remediation of SWMU 30 funded by Developer. \$163,980				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2901	SWMU 31 Army Funded FFP Portion of Environmental Remediation of SWMU 31 funded by Army	1	Each	\$355,145.00	\$355,145.00
					ESTIMATED NET AMT
					\$355,145.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2902	SWMU 31 Developer Funded FFP Portion of Environmental Remediation of SWMU 31 funded by Developer. \$471,811				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001	SWMU 33 Army Funded FFP Portion of Environmental Remediation of SWMU 33 funded by Army	1	Each	\$125,055.00	\$125,055.00
					ESTIMATED NET AMT
					\$125,055.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002	SWMU 33 Developer Funded FFP Portion of Environmental Remediation of SWMU 33 funded by Developer.				
					\$0.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3101	SWMU 35 Army Funded FFP Portion of Environmental Remediation of SWMU 35 funded by Army	1	Each	\$91,452.00	\$91,452.00
					\$91,452.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3102	SWMU 35 Developer Funded FFP Portion of Environmental Remediation of SWMU 35 funded by Developer.				
					\$0.00
					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3201	SWMU 36 Army Funded FFP Portion of Environmental Remediation of SWMU 36 funded by Army	1	Each	\$3,015,928.00	\$3,015,928.00
					\$3,015,928.00
ESTIMATED NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3202	SWMU 36 Developer Funded FFP Portion of Environmental Remediation of SWMU 36 funded by Developer.				
					\$0.00
ESTIMATED NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3301	SWMU 37 Army Funded FFP Portion of Environmental Remediation of SWMU 37 funded by Army	1	Each	\$597,122.00	\$597,122.00

ESTIMATED NET AMT	\$597,122.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3302	SWMU 37 Developer Funded FFP Portion of Environmental Remediation of SWMU 37 funded by Developer. \$69,482				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3401	SWMU 38 Army Funded FFP Portion of Environmental Remediation of SWMU 38 funded by Army	1	Each	\$217,427.00	\$217,427.00

ESTIMATED NET AMT	\$217,427.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3402	SWMU 38 Developer Funded FFP Portion of Environmental Remediation of SWMU 38 funded by Developer. \$14,112				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3501	SWMU 39 Army Funded FFP Portion of Environmental Remediation of SWMU 39 funded by Army	1	Each	\$201,666.00	\$201,666.00

ESTIMATED NET AMT	\$201,666.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3502	SWMU 39 Developer Funded FFP Portion of Environmental Remediation of SWMU 39 funded by Developer.				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3601	SWMU 40 Army Funded FFP Portion of Environmental Remediation of SWMU 40 funded by Army	1	Each	\$862,227.00	\$862,227.00

ESTIMATED NET AMT	\$862,227.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3602	SWMU 40 Developer Funded FFP Portion of Environmental Remediation of SWMU 40 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3701	SWMU 41 Army Funded FFP Portion of Environmental Remediation of SWMU 41 funded by Army	1	Each	\$157,365.00	\$157,365.00
					ESTIMATED NET AMT
					\$157,365.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3702	SWMU 41 Developer Funded FFP Portion of Environmental Remediation of SWMU 41 funded by Developer. \$597,291				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3801	SWMU 43 Army Funded FFP Portion of Environmental Remediation of SWMU 43 funded by Army	1	Each	\$325,059.00	\$325,059.00
					ESTIMATED NET AMT
					\$325,059.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3802	SWMU 43 Developer Funded FFP Portion of Environmental Remediation of SWMU 43 funded by Developer. \$284,992				
				ESTIMATED NET AMT	\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3901	SWMU 45 Army Funded FFP Portion of Environmental Remediation of SWMU 45 funded by Army	1	Each	\$77,704.00	\$77,704.00
				ESTIMATED NET AMT	\$77,704.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3902	SWMU 45 Developer Funded FFP Portion of Environmental Remediation of SWMU 45 funded by Developer. \$446,012				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001	SWMU 46 Army Funded FFP Portion of Environmental Remediation of SWMU 46 funded by Army	1	Each	\$500,955.00	\$500,955.00
					ESTIMATED NET AMT
					\$500,955.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002	SWMU 46 Developer Funded FFP Portion of Environmental Remediation of SWMU 46 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4101	SWMU 47 Army Funded FFP Portion of Environmental Remediation of SWMU 47 funded by Army	1	Each	\$1,586,324.00	\$1,586,324.00
					ESTIMATED NET AMT
					\$1,586,324.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4102	SWMU 47 Developer Funded FFP Portion of Environmental Remediation of SWMU 47 funded by Developer. \$280,932				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4201	SWMU 48 Army Funded FFP Portion of Environmental Remediation of SWMU 48 funded by Army	1	Each	\$342,942.00	\$342,942.00
					ESTIMATED NET AMT
					\$342,942.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4202	SWMU 48 Developer Funded FFP Portion of Environmental Remediation of SWMU 48 funded by Developer. \$78,155				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4401	SWMU 50 Army Funded FFP Portion of Environmental Remediation of SWMU 50 funded by Army	1	Each	\$240,448.00	\$240,448.00
					ESTIMATED NET AMT
					\$240,448.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4402	SWMU 50 Developer Funded FFP Portion of Environmental Remediation of SWMU 50 funded by Developer. \$450,408				
					\$0.00
ESTIMATED NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4501	SWMU 51 Army Funded FFP Portion of Environmental Remediation of SWMU 51 funded by Army	1	Each	\$757,016.00	\$757,016.00
					\$757,016.00
ESTIMATED NET AMT					\$757,016.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4502	SWMU 51 Developer Funded FFP Portion of Environmental Remediation of SWMU 51 funded by Developer. \$52,356				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4601	SWMU 53 Army Funded FFP Portion of Environmental Remediation of SWMU 53 funded by Army	1	Each	\$460,469.00	\$460,469.00
					ESTIMATED NET AMT
					\$460,469.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4602	SWMU 53 Developer Funded FFP Portion of Environmental Remediation of SWMU 53 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4701	SWMU 54 Army Funded FFP Portion of Environmental Remediation of SWMU 54 funded by Army	1	Each	\$264,030.00	\$264,030.00
					ESTIMATED NET AMT
					\$264,030.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4702	SWMU 54 Developer Funded FFP Portion of Environmental Remediation of SWMU 54 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4801	SWMU 55 Army Funded FFP Portion of Environmental Remediation of SWMU 55 funded by Army	1	Each	\$58,375.00	\$58,375.00
					\$58,375.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4802	SWMU 55 Developer Funded FFP Portion of Environmental Remediation of SWMU 55 funded by Developer.				
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4901	SWMU 56 Army Funded FFP Portion of Environmental Remediation of SWMU 56 funded by Army	1	Each	\$180,663.00	\$180,663.00

ESTIMATED NET AMT	\$180,663.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4902	SWMU 56 Developer Funded FFP Portion of Environmental Remediation of SWMU 56 funded by Developer.				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5001	SWMU 57 Army Funded FFP Portion of Environmental Remediation of SWMU 57 funded by Army	1	Each	\$204,026.00	\$204,026.00

ESTIMATED NET AMT	\$204,026.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5002	SWMU 57 Developer Funded FFP Portion of Environmental Remediation of SWMU 57 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
					Funded Amount
					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5102	SWMU 58 Developer Funded FFP Portion of Environmental Remediation of SWMU 58 funded by Developer. \$683,273				
					ESTIMATED NET AMT
					\$0.00
					Funded Amount
					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5201	SWMU 59 Army Funded FFP Portion of Environmental Remediation of SWMU 59 funded by Army	1	Each	\$202,986.00	\$202,986.00

ESTIMATED NET AMT	\$202,986.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5202	SWMU 59 Developer Funded FFP Portion of Environmental Remediation of SWMU 59 funded by Developer.				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5301	SWMU 60 Army Funded FFP Portion of Environmental Remediation of SWMU 60 funded by Army	1	Each	\$404,070.00	\$404,070.00

ESTIMATED NET AMT	\$404,070.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5302	SWMU 60 Developer Funded FFP Portion of Environmental Remediation of SWMU 60 funded by Developer.				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5401	SWMU 63 Army Funded FFP Portion of Environmental Remediation of SWMU 63 funded by Army	1	Each	\$951,509.00	\$951,509.00
					ESTIMATED NET AMT
					\$951,509.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5402	SWMU 63 Developer Funded FFP Portion of Environmental Remediation of SWMU 63 funded by Developer.				
					\$0.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5501	SWMU 64 Army Funded FFP Portion of Environmental Remediation of SWMU 64 funded by Army	1	Each	\$831,629.00	\$831,629.00
					\$831,629.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5502	SWMU 64 Developer Funded FFP Portion of Environmental Remediation of SWMU 64 funded by Developer. \$95,590				
					\$0.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5601	SWMU 65 Army Funded FFP Portion of Environmental Remediation of SWMU 65 funded by Army	1	Each	\$1,413,254.00	\$1,413,254.00
					\$1,413,254.00
					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5602	SWMU 65 Developer Funded FFP Portion of Environmental Remediation of SWMU 65 funded by Developer. \$221,303				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5702	SWMU 66 Developer Funded FFP Portion of Environmental Remediation of SWMU 66 funded by Developer. \$194,995				
					ESTIMATED NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5801	SWMU 67 Army Funded FFP Portion of Environmental Remediation of SWMU 67 funded by Army	1	Each	\$5,641,890.00	\$5,641,890.00

ESTIMATED NET AMT	\$5,641,890.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5802	SWMU 67 Developer Funded FFP Portion of Environmental Remediation of SWMU 67 funded by Developer. \$669,362				

ESTIMATED NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5901	AOC 1 Army Funded FFP Portion of Environmental Remediation of AOC 1 funded by Army	1	Each	\$154,548.00	\$154,548.00

ESTIMATED NET AMT	\$154,548.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6001	AOC 4 Army Funded FFP Portion of Environmental Remediation of AOC 4 funded by Army	1	Each	\$292,691.00	\$292,691.00

ESTIMATED NET AMT	\$292,691.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6101	AOC 5 Army Funded FFP Portion of Environmental Remediation of AOC 5 funded by Army	1	Each	\$68,442.00	\$68,442.00

ESTIMATED NET AMT	\$68,442.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6201	AOC 7 Army Funded FFP Portion of Environmental Remediation of AOC 7 funded by Army	1	Each	\$114,341.00	\$114,341.00
					\$114,341.00
ESTIMATED NET AMT					\$114,341.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6301	AOC 10 Army Funded FFP Portion of Environmental Remediation of AOC 10 funded by Army	1	Each	\$527,277.00	\$527,277.00
					\$527,277.00
ESTIMATED NET AMT					\$527,277.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6401	AOC 11 Army Funded FFP Portion of Environmental Remediation of AOC 11 funded by Army	1	Each	\$339,810.00	\$339,810.00
					\$339,810.00
ESTIMATED NET AMT					\$339,810.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6501	AOC 12 Army Funded FFP Portion of Environmental Remediation of AOC 12 funded by Army	1	Each	\$137,021.00	\$137,021.00
					\$137,021.00
ESTIMATED NET AMT					\$137,021.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6602	AOC 14 Developer Funded FFP Portion of Environmental Remediation of AOC 14 funded by Developer. \$1,998,731				
				ESTIMATED NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6701	AOC 15 Army Funded FFP Portion of Environmental Remediation of AOC 12 funded by Army	1	Each	\$165,805.00	\$165,805.00
				ESTIMATED NET AMT	\$165,805.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6801	AOC 16 Army Funded FFP Portion of Environmental Remediation of AOC 16 funded by Army	1	Each	\$2,540,490.00	\$2,540,490.00
					\$2,540,490.00
ESTIMATED NET AMT					\$2,540,490.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6802	AOC 16 Developer Funded FFP Portion of Environmental Remediation of AOC 16 funded by Developer. \$229,289				
					\$0.00
ESTIMATED NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6901	AOC 17 Army Funded FFP Portion of Environmental Remediation of AOC 17 funded by Army	1	Each	\$365,480.00	\$365,480.00
					\$365,480.00
ESTIMATED NET AMT					\$365,480.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7001	AOC 18 Army Funded FFP Portion of Environmental Remediation of AOC 18 funded by Army	1	Each	\$367,248.00	\$367,248.00

ESTIMATED NET AMT	\$367,248.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7101	AOC 19 Army Funded FFP Portion of Environmental Remediation of AOC 19 funded by Army	1	Each	\$232,986.00	\$232,986.00

ESTIMATED NET AMT	\$232,986.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7201	AOC 20 Army Funded FFP Portion of Environmental Remediation of AOC 20 funded by Army	1	Each	\$232,986.00	\$232,986.00

ESTIMATED NET AMT	\$232,986.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7301	AOC 21 Army Funded FFP Portion of Environmental Remediation of AOC 21 funded by Army	1	Each	\$206,780.00	\$206,780.00

ESTIMATED NET AMT	\$206,780.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7401	AOC 22 Army Funded FFP Portion of Environmental Remediation of AOC 22 funded by Army	1	Each	\$1,719,644.00	\$1,719,644.00

ESTIMATED NET AMT	\$1,719,644.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7501	DR 1 Army Funded FFP Portion of Environmental Remediation of Underground Piping Soil funded by Army	1	Each	\$1,960,752.00	\$1,960,752.00
					\$1,960,752.00
ESTIMATED NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7601	DR 2 Army Funded FFP Portion of Environmental Remediation of Foundation-Slab Demolition Soil funded by Army	1	Each	\$3,408,326.00	\$3,408,326.00
					\$3,408,326.00
ESTIMATED NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7701	PGC 100 Army Funding Year 2 FFP Portion of Project General Conditions funded by Army in Year 2	1	Each	\$2,125,227.00	\$2,125,227.00

ESTIMATED NET AMT	\$2,125,227.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7702	PGC 100 Army Funding Year 3 FFP Portion of Project General Conditions funded by Army in Year 3	1	Each	\$2,125,227.00	\$2,125,227.00

ESTIMATED NET AMT	\$2,125,227.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7703	PGC 100 Army Funding Year 4 FFP Portion of Project General Conditions funded by Army in Year 4	1	Each	\$2,125,227.00	\$2,125,227.00

ESTIMATED NET AMT	\$2,125,227.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
7704	PGC 100 Developer Funded FFP Portion of Project General Conditions funded by Developer.			\$7,719,191	
					\$0.00
	Funded Amount				\$0.00

FOB: Destination

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the contract.

Section C - Descriptions and Specifications

PWS AND SOW**TACOM-RI LOCAL CLAUSES**

CS6191

Statement of Work - Ozone Depleting Chemicals

52.210-4511

Mar 94

(a)(1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.
(End of Clause)

SUNFLOWER ENVIRONMENTAL RESTORATION PERFORMANCE WORK STATEMENTPWS**1.0 Introduction**

The Developer will be responsible for fully executing the Guaranteed Fixed-Price Remediation (GFPR) approach under a Performance-Based Contract (PBC) by conducting required environmental restoration services for which the United States Department of the Army (the "Army") is statutorily responsible; addressing any and all unforeseen environmental, scheduling, and regulatory issues; and assuming contractual liability and responsibility for the achievement of the performance objectives for all sites at the Sunflower Army Ammunition Plant (SFAAP) identified in this Performance Work Statement (PWS), including both on and off-post contamination for which the Army is responsible.

The Developer must have the capability and experience to perform, or provide, a wide range of investigative, remedial design, remedial construction, and remediation services required for hazardous substance and waste sites, munitions and explosives of concern (MEC). Work may include, for example, site investigation, site characterization, study, evaluation, remedial design, remedial construction, remediation of contaminated sites, operation and maintenance of new/existing remedial actions, and monitoring.

The Developer must comply with all applicable federal, state, and local laws and regulations. In addition, Developers must fulfill the performance objectives of this PWS in a manner that is consistent with any applicable orders or permits, all previously agreed-upon cleanup agreements or guidance at the installation, the conditions of the Consent Order between the Developer and the Kansas Department of Health and Environment (hereafter referred

to as "Consent Order"), and relevant Department of Defense (DoD) and Army policy. The Developer shall comply with all of the terms and requirements of the Consent Order. A copy of the Consent Order (Attachment 003) is included in the procurement package.

2.0 Performance Objectives and Standards

The performance objectives and standards for this PWS are outlined in Table 1.¹
Achieve Remedy In Place (RIP) or Response Complete (RC) for the following sites:

Site #	Site Name
SAAP-001	Classification Yard
SAAP-002	River Water Treatment Plant Lagoons & Dredged Material
SAAP-003	Main Sewage Treatment Plant Drying Beds
SAAP-004	Pond A and Sludge Disposal Area
SAAP-005	Pond A Neutralization Area
SAAP-006	Pond B and Sludge Disposal Area
SAAP-007	North Acid Area-Chromate Area
SAAP-008	North Acid Area-Chromate Concentration Pond
SAAP-009	North Acid Area Wastewater Treatment Lagoon
SAAP-010	F-Line Ditches
SAAP-011	F-Line Area Settling Ponds
SAAP-012	Pyott's Pond and Sludge Disposal Area
SAAP-013	South Acid Area SAR Evaporative Lagoons
SAAP-014	Rocket Static Test Area
SAAP-015	Waste Storage Magazines
SAAP-016	Temporary Waste Storage Magazines
SAAP-017	G-Line Area Ditches
SAAP-018	Old/New Sanitary Landfills
SAAP-019	Ash Landfills
SAAP-020	Ash Lagoons and Sludge Disposal Area
SAAP-021	Contaminated Materials Burning Ground
SAAP-022	Old Explosive Waste Burning Ground
SAAP-023	New Explosive Waste Burning Ground
SAAP-024	Nitroglycerine Area Ditches
SAAP-025	Nitrocellulose Area Ditches
SAAP-026	Single Base Propellant Area Waste Water Settling Sumps
SAAP-027	NQ Area SAC Evaporative Lagoons
SAAP-028	Waste Calcium Carbide Treatment Area
SAAP-029	Industrial Wastewater Treatment Lagoons
SAAP-030	Pesticide Handling Area
SAAP-031	Contaminated Waste Processor & Evaporative Lagoons
SAAP-032	Lead Decontamination and Recovery Unit
SAAP-033	Paste Area Half Tanks and Ditches
SAAP-034	Five Corners Settling Ponds
SAAP-035	Nitroglycerin Area Settling Ponds

¹ The current status of the remediation efforts for each site can be found in Attachment A: Installation and Site Information.

SAAP-036	N-Line Area
SAAP-037	Sandblast Areas
SAAP-038	Oil Water Separator
SAAP-039	South Acid Area (Wastewater Runoff)
SAAP-040	Calcium Carbide Disposal Area
SAAP-041	Calcium Carbonate Cake Landfill
SAAP-042	Temporary Sanitary Landfill
SAAP-043	Tunnel Dryers (CCC Storage)
SAAP-044	Tank T784
SAAP-045	Building 9040 (Calcium Cyanamide Conveyors and Storage Unit)
SAAP-046	Decontamination Oven
SAAP-047	Nitroguanidine Production Area (23) Sumps
SAAP-048	Nitroguanidine Support Area
SAAP-049	Road Just Southeast of the Sanitary Landfill
SAAP-050	Disposal Site East of the Classification Yard
SAAP-051	New Reclamation Yard
SAAP-052	Paint Bay Building 542
SAAP-053	Burn and Debris Area North of STP
SAAP-054	Fluorescent Tube Wells
SAAP-055	Old Administrative Buildings
SAAP-056	Monitoring Well South of Facility 211
SAAP-057	Chemical Preparation House
SAAP-058	Combined Shops Area
SAAP-059	Laundry Facility (Facility 4562)
SAAP-060	Old Photographic Laboratory
SAAP-061	Environmental Laboratory (Facility 232)
SAAP-062	Transformer Storage Warehouse (Facility 566-5)
SAAP-063	Water Towers
SAAP-064	Paper Burning Ground
SAAP-065	Tank Farm
SAAP-066	Installation-Wide Surface Water
SAAP-067	South Acid Area
SAAP-101	Monitoring Well West of Old Admin Area
SAAP-102	Main Electrical Switch Yard
SAAP-103	New Photographic Laboratory (Facility 227-18)
SAAP-104	Disposal Area Southwest of STP
SAAP-105	Cannon Range Tunnels (Facility 303)
SAAP-106	35 Process Facilities within F-Line Area
SAAP-107	Former Truck Maintenance Shop in South Acid Area
SAAP-108	Former Fuel Oil Storage Tank in South Acid Area
SAAP-109	Oil and Paint House in South Acid Area
SAAP-110	Storage Magazines not Part of SWMU 15 & 16
SAAP-111	Forced Air Dryers and Rest, Screen and Can Pack Houses
SAAP-112	Paste Air Dry Facilities
SAAP-113	General Warehouses (8037 Series)
SAAP-114	Robert's Lake
SAAP-115	Hazard Analysis Testing Lab

SAAP-116	NC Production Lines
SAAP-117	NQ Production Facilities
SAAP-118	Trench Disposal Area A3
SAAP-119	Trench Disposal Area A4
SAAP-120	Trench Disposal Area A5
SAAP-121	Trench Disposal Area A6
SAAP-122	Old Reclamation Yard
SAAP-123	Cleanup Under Explosive Foundations
SAAP-124	Cleanup Under Explosive Sewers

RIP or RC² will be attained upon the finalization of appropriate written documentation from KDHE certifying that site remediation has met the identified response objectives and no further action is necessary, subject to any requirement for long-term monitoring and/or operations.

There may be multiple milestones and/or deliverables for each performance objective (see PWS Section 3.6 and PWS Attachment B). Partial payments will be based on successful completion of the milestones. Final decisions regarding the adequacy of milestone and deliverable completion resides with KDHE and the Insurer (see PWS Section 5.1), with appropriate concurrence by the COR.

The Developer shall furnish all labor, materials and equipment necessary to meet the site objectives for each site as identified in this PWS. The Developer shall provide personnel possessing necessary training required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Developer shall provide all support activities necessary to ensure the safe and effective accomplishment of all work. The Developer shall also develop and implement quality control measures consistent with all applicable federal and state regulatory requirements and standards, for all work performed under this contract.

3.0 Project Management

3.1 Project Management Plan

The Implementation Schedule in the Consent Order will serve as the Project Management Plan (PMP).

The Developer will identify and, upon Army approval, implement a means for providing project status reports to the SFAAP's COR. This methodology will address the frequency and content of status reports.

The Developer will maintain a current version of the PMP and schedule, reflecting progress towards achievement of the performance objectives, and delineating proposed actions to accomplish future project milestones.

3.2 Additional Site Plans

The Developer will update the existing Global Plans.

3.3 Milestone Presentations

The Developer will work with KDHE and the Insurer to prepare a milestone progress reporting protocol which will be incorporated into this PWS via contract modification after award.

² Remedy in Place and Response Complete are terms used for Defense Environmental Restoration Program purposes to identify completion of remedial phases. These terms are defined in Attachment E.

3.4 Environmental Requirements

The Developer shall identify applicable Federal, State and Local laws and regulations and perform its work in accordance with said authorities. The Developer shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said authorities. Any incident of noncompliance noted by the Developer shall immediately be brought to the attention of the appropriate authorities. The Developer shall also inform the Contracting Officer (KO), and Contracting Officer's Representative (COR) by written notice. Nothing in this contract shall relieve the Developer of its responsibility to comply with applicable laws and regulations. The Developer shall investigate the requirements for and obtain all permits, licenses, approvals, and/or certificates necessary to accomplish the work specified. The Army will continue to independently review Developer work to ensure compliance with all applicable environmental requirements.

3.5 Health and Safety Requirements

The Developer shall implement the Safety and Health Program meeting the requirements of the federal, state, and local laws and regulations. The Developer shall ensure that its subcontractors, suppliers and support personnel follow all safety and health provisions established in the approved Site Safety and Health Plan (SSHP).

3.6 Information Repository and Administrative Record

The Developer will update, as draft documents are published, the Administrative Record with paper/hard copy versions of all project-related information to ensure that pertinent documentation and data are available for project reviews, and to provide a clear record to support final decisions and remediation completion. Draft documents will be replaced with Final documents once they are published. Hardcopy Final documents will be accompanied by electronic versions to update the electronic Administrative Record, which will be transferred to the U.S. Army Environmental Center upon completion of Sunflower's Environmental Restoration Program. The hardcopy version of the Administrative Record is the property of the U.S. Government and will be transferred to the U.S. Government's National Archives upon completion of Sunflower's Environmental Restoration Program.

The Administrative Record includes all previous environmental restoration documentation of a technical nature developed by the Army and previous Army Developers and subcontractors during their work at the sites specified in this PWS, and all the documentation developed by the Developer in order to achieve the performance objectives specified in this PWS. Documents generated prior to this contract are not expected to be stored in electronic format; however, all documents generated during the course of this contract are expected to be maintained in both electronic and paper copies.

The Developer will also update the information repository for site remediation activities established at the Johnson County Public Library located at Overland Park, KS, consistent with the Consent Order. The information repository will be updated by the Developer, and made available to the public.

3.7 Army Environmental Database and Environmental Restoration Information System

Once a site identified in this PWS has achieved Response Complete (*i.e.*, appropriate documentation is finalized), the Developer will be responsible for providing the SFAAP COR with the data and documentation necessary for the removal of each site from the Army Environmental Database (AEDB). In addition, the Developer will be responsible for electronically submitting all generated analytical data into the Environmental Restoration Information System (ERIS). Information regarding ERIS is available online at <http://aec.army.mil/usaec/reporting/eris00.html>. The Army will provide data specifications for AEDB and ERIS to the Developer. The Developer shall comply with

all applicable requirements for data validation and submission. The PBC Developer shall update the database with the COR making the final review and submission.

3.8 Regulatory Involvement

The Developer will provide the necessary support to initiate, schedule, and manage all regulatory involvement activities of the project (*e.g.*, participating in discussions with regulators concerning site response objectives and completion requirements, obtaining regulator comments on site documents and appropriately addressing them, and obtaining written documentation, as necessary, of remediation completion from the regulators for all of the sites identified in this PWS). The SFAAP COR, or other Army designee, shall attend and represent the Army at all meetings with the regulators.

3.9 Public Involvement

The Developer will provide the necessary support to initiate, schedule, and manage all public involvement activities of the project (*e.g.*, preparation of briefings, presentations, fact sheets, newsletters, and articles/public notices to news media and notification to RAB members). The Developer will be responsible for addressing all public comments as consistent with the Consent Order. The SFAAP COR, or other Army designee, shall attend and represent the Army at all meetings with the public. The Developer should note that SFAAP has an active Restoration Advisory Board (RAB) and detailed information concerning the RAB's organization and activities will be provided to the selected Developer. Activities required to support the RAB meetings are included in this effort.

3.10 Project Stakeholders

For the purposes of this PWS, project stakeholders include the Army, USEPA Region VII, Kansas Department of Health and Environment, and the RAB. The Consent Order describes the relationships and responsibilities between the Developer and the various stakeholders.

3.11 Deliverable Requirements

All documents must be produced with at least draft and draft-final versions. The SFAAP COR will receive draft documents and will provide comments to the Developer within thirty (30) calendar days. The Developer will ensure that review periods are given consistent with the Consent Order. All documents will be identified as draft until acceptance/approval by KDHE and the SFAAP COR, at which time they will become final. One copy of the final document, including comment response, will be placed in both the information repository and the Administrative Record.

4.0 Expertise and Necessary Personnel

The Developer shall provide the necessary personnel and equipment to successfully execute this PWS. The Developer is responsible for determining the requirements for licensed professionals and certifications.

5.0 Additional Requirements

5.1 Certification and Approval of Project Milestones and Deliverables

The SFAAP COR and/or designated contract administrator, as appropriate, shall perform contract management, inspection, oversight, review, and concurrence. Final acceptance of milestone completion will include appropriate

acceptance and approval of necessary site remediation documentation by regulators, consistent with the Consent Order.

Concurrence by the Army is also contingent upon the Developer performing in accordance with the terms and conditions of the referenced contract, this PWS, the approved task proposal, any associated work orders, and all amendments.

5.2 Army Furnished Resources

The Army shall provide the following resources to the Developer:

Records, reports, data, analyses, and information, in their current format (*e.g.*, paper copy, electronic, tape, disks, CDs), to facilitate development of a complete and accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions.

Access to personnel to conduct interviews on Installation operations and activities.

Access to DoD and Army policy and guidance documents.

5.3 Developer's Guarantee

The Developer's obligations for guarantee shall be consistent with the terms and conditions of the basic award document.

5.4 Insurance Specifications

The Developer's obligations for insurance shall be consistent with the terms and conditions of the basic award document.

5.5 Place of Performance

Work will be performed at Sunflower AAP, off-post contaminated areas and off-post Developer offices as agreed to by both parties for proper performance of this task.

5.6 Stop Work Authority

Authorized Army personnel have the authority and responsibility to stop work immediately if the work is considered to be a serious threat to the safety or health of workers, other personnel, or to the environment. Authorized Army personnel are the SFAAP COR and KO. When work is stopped due to a hazard/threat to worker safety, health, or the environment, the situation and resolution must be documented and submitted to the KO. Work must be stopped whenever chemical or biological warfare agents or radiological materials are discovered.

A.**PWS ATTACHMENT A: INSTALLATION AND SITE INFORMATION****Installation Setting and Status**

SFAAP is an Excess facility maintained by the civilian Developer SpecPro, Inc. SFAAP's current mission is to perform explosive decontamination of propellant production facilities and perform environmental remediation to prepare for transfer of the installation to the public.

Sunflower Army Ammunition Plant, originally known as the Sunflower Ordnance Works, was established in 1941 on 10,737 acres as the world's largest powder (propellant) plant.

On 11 May 1942, the Hercules Powder Company (now known as Hercules Aerospace Company, Hercules Incorporated) signed a contract to operate the plant. Construction of this Government Owned, Developer Operated facility began immediately and production of the first propellant started 10 months later on 23 March 1943. Construction of additional facilities continued during the entire production period.

During World War II, 186,186,787 pounds of propellants were produced, with peak employment reaching 12,067. Records indicate that an additional 10,000 people were employed in construction jobs.

All of this came to a close when in June 1946 the plant was placed in partial standby. In March of 1947, Hercules production contract expired and layaway of the plant began. Hercules left the plant in June of 1948 when the plant was placed in standby and the government took over maintenance and surveillance.

The plant remained in standby until 1951, when it was reactivated to support the Korean Conflict. On 30 June 1952, Hercules returned as operating Developer and produced over 165,860,848 pounds of propellants before closing. It remained opened until June 1960, with a peak employment of 5,374.

On 1 August 1963, the plant's name was changed to Sunflower Army Ammunition Plant.

The plant remained in standby until 20 August 1965 when it was reactivated to support the Vietnam Conflict. Over 134,157,174 pounds of propellant were produced, with a peak employment of 4065 during this operation. Production operations ceased in June 1971 and Sunflower was again placed in standby in 1972. Prior to cessation of production a major facility modernization program was initiated in August 1967.

The largest project involved construction of a Nitroguanidine production facility, the only one of its kind in North America. (Nitroguanidine is the principle component, of three, in a multi-base artillery propellant.) Construction of this facility began in July of 1975 and was completed in 1979.

Following prove out, production began 10 October 1984 and continued until 30 August 1992. The plant was placed in standby again and the operating Developer began performing maintenance. 63,145,273 pounds of Nitroguanidine were produced by a work force of 720, the only peacetime operation in plant history.

The Department of the Army declared the entire installation excess and is in the process of disposing of 9,065 acres together with all improvements and water rights. Due to past production activities at the installation, some portions of the installation are contaminated. Preliminary environmental investigations have indicated that the suspected contaminants are propellant constituents including nitrocellulose, nitroglycerine, Nitroguanidine, and lead. Nitric and Sulfuric Acids were produced and reconcentrated at SFAAP resulting in contamination of nitrates, sulfates, and heavy metals. Clean-up operations are currently on going, with further efforts planned. The clean-up process includes disposal of some of the buildings by burning in place and disposal of the asbestos, hazardous materials and scrap metal.

The following provides a listing of the sites encompassed in this PWS. It is the responsibility of potential Developers to attend the site visit, research, investigate, and reach their own conclusions regarding site conditions.

All work under this contract will be conducted under the Consent Order, as provided.

A.1. Group 1 Sites:

These sites were grouped together based on their level of investigation and phase status. Group 1 sites have completed the soil remediation phase and are in the Long Term Monitoring of groundwater, and encompasses the following sites:

- SAAP-010: F-Line Area Ditches
- SAAP-011: F-Line Area Settling Ponds
- SAAP-013: South Acid Area LWTP Evaporative Lagoons
- SAAP-027: Nitroguanidine Area SAC LWTP Evaporative Lagoons
- SAAP-033: Paste Area Half Tanks and Ditches
- SAAP-035: Nitroglycerine Area Settling Ponds
- SAAP-041: Calcium Carbonate Cake Landfill
- SAAP-042: Temporary Sanitary Landfill
- SAAP-045: Building 9040 (Calcium Cyanamide Conveyors and Storage Units)
- SAAP-048: Nitroguanidine Support Area
- SAAP-101: Monitoring Well West of Old Administrative Area

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 1 Sites, Contractor should note that: Some sites are within the boundaries of Groundwater Operable Units (GWOU), and may be closed out as individual sites or as groups of sites under each GWOU. Once soil cleanup/source removal of Group 4, 6, 8, and possibly other sites is completed LTM of groundwater may be required until contaminants fall below action levels in the groundwater.

A.2. Group 2 Sites:

These sites were grouped together based on their level of investigation and phase status. Group 2 sites will require Long Term Maintenance of the landfill caps as a requirement of the closure plan for each site, and encompasses the following sites:

- SAAP-018: Old/New Sanitary Landfills
- SAAP-041: Calcium Carbonate Cake Landfill
- SAAP-042: Temporary Sanitary Landfill
- SAAP-050: Disposal Sites East of the Classification Yard

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 2 Sites, Contractor should note that: SAAP-041, SAAP-042, and SAAP-050 have installed landfill caps/soil covers. SAAP-018 does not have a landfill cap installed but does have a soil cover that requires maintenance to prevent erosional uncovering of sanitary debris with the landfill until a permanent landfill cap is installed.

A.3. Group 3 Sites:

These sites were grouped together based on their level of investigation and phase status. Group 3 sites have completed RCRA Facility Investigation phase, are ready for the soil remediation phase, and encompasses the following sites:

- SAAP-001: Classification Yard
- SAAP-003: Main Sewage Treatment Plant Drying Beds
- SAAP-019: Ash Landfills
- SAAP-020: Ash Lagoons and Sludge Disposal Area
- SAAP-038: Oil Water Separator
- SAAP-039: South Acid Area Ditches
- SAAP-066: Stream Study
- SAAP-115: Hazard Analysis Testing Lab

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 3 Sites, Contractor should note that: Contaminated soil may or may not require stabilization before disposal in a certified landfill.

A.4. Group 4 Sites:

These sites were grouped together based on their level of investigation and phase status. Group 4 sites have completed the RCRA Facility Investigation Phase, are ready for the soil remediation phase, may require Long Term Monitoring of groundwater, and encompasses the following sites:

- SAAP-014: Rocket Static Testing Area
- SAAP-021: Contaminated Materials Burning Ground
- SAAP-025: Nitrocellulose Area Ditches
- SAAP-053: Burn and Debris Area North of STP

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 4 Sites, Contractor should note that: Contaminated soil may or may not require stabilization before disposal in a certified landfill. Once soil cleanup/source removal is completed LTM of groundwater may be required until contaminants fall below action levels in the groundwater. Some sites are within the boundaries of Groundwater Operable Units (GWOU), and may be closed out as individual sites or as groups of sites under each GWOU.

A.5. SAAP-018: Old/New Sanitary Landfill

The Old/New Sanitary Landfill project involves installing a cap to prevent precipitation from leaching down and through the landfill cells. This project also includes diversion of the upgradient groundwater to prevent the inflow of groundwater through the landfill cells. Installation of the landfill cap at SAAP-019 Ash Landfill (the ash disposal cell next to SAAP-018) included in this project.

A.6. Group 5 Sites:

These sites were grouped together based on their level of investigation and phase status. Group 5 sites have conducted RCRA Facility Investigations but have data gaps that may need to be addressed before moving to the soil remediation phase, and encompasses the following sites:

- SAAP-004: Pond A and Sludge Disposal Area
- SAAP-005: Acid Sewage Disposal Plant

- SAAP-030: Pesticide Handling Area
- SAAP-031: Contaminated Waste Processor Evaporative Lagoons
- SAAP-036: N-Line Area
- SAAP-037: Sandblast Areas
- SAAP-040: Calcium Cyanamide Disposal Area
- SAAP-046: Decontamination Oven
- SAAP-051: New Reclamation Yard

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 5 Sites, Contractor should note that: RCRA Facility Investigations have been conducted but the regulators have identified data gaps that may need to be addressed before moving to the soil remediation phase. Contaminated soil may or may not require stabilization before disposal in a certified landfill.

A.7. Group 6 Sites:

These site were grouped together based on their level of investigation and phase status. Group 6 sites have conducted RCRA Facility Investigations but have data gaps that may need to be addressed before moving to the soil remediation phase, may require Long Term Monitoring of groundwater, and encompasses the following sites:

- SAAP-002: River Water Treatment Plant Lagoons
- SAAP-006: Pond B and Sludge Disposal Area
- SAAP-007: North Acid Area - Chromate Area
- SAAP-008: North Acid Area - Chromate Concentration Pond
- SAAP-009: North Acid Area - Wastewater Treatment Lagoon
- SAAP-012: Pyott's Pond and Sludge Disposal Area
- SAAP-017: G-Line Area Ditches
- SAAP-024: Nitroglycerine and Paste Mix Area
- SAAP-026: Single Base Propellant Area Wastewater Settling Sumps
- SAAP-047: Nitroguanidine Production Area (23) Sumps

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 6 Sites, Contractor should note that: RCRA Facility Investigations have been conducted but the regulators have identified data gaps that may need to be addressed before moving to the soil remediation phase. Contaminated soil may or may not require stabilization before disposal in a certified landfill. Once soil cleanup/source removal is completed LTM of groundwater may be required until contaminants fall below action levels in the groundwater. Some sites are within the boundaries of Groundwater Operable Units (GWOU), and may be closed out as individual sites or as groups of sites under each GWOU.

A.8. Group 7 Sites:

These site were grouped together based on their level of investigation and phase status. Group 7 sites have conducted RCRA Facility Investigations but have data gaps that may need to be addressed before a finding of no further action can be granted, and encompasses the following sites:

- SAAP-015: Waste Storage Magazines
- SAAP-016: Temporary Waste Storage Magazines
- SAAP-043: Tunnel Dryers (CCC Storage)
- SAAP-049: Road Just Southeast of the Sanitary Landfill

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 7 Sites, Contractor should note that: The work at these sites involves conducting an additional investigation to supplement the RCRA Facility Investigation to fill data gaps identified by the regulators. Long Term Monitoring of groundwater may be required after completion of the investigation at SAAP-043.

A.9. Group 8 Sites:

These site were grouped together based on their level of investigation and phase status. Group 8 sites require RCRA Facility Investigations followed by possible soil remediation, and encompasses the following sites:

- SAAP-060: Old Photographic Laboratory
- SAAP-063: Water Towers
- SAAP-114: Robert's Lake
- SAAP-116: Nitrocellulose Production Lines
- SAAP-118: Trench Disposal Area A3
- SAAP-122: Old Reclamation Yard
- SAAP-124: Decontamination Remediation-1 (DR-1): Cleanup Under Explosive Sewers
- SAAP-123: DR-2: Cleanup Under Explosive Foundations

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 8 Sites, Contractor should note that: The only investigations conducted at these sites are Relative Risk Site Evaluations conducted by the U.S. Army Center for Health Promotion and Preventive Medicine. These sites require RCRA Facility Investigations followed by possible soil remediation. Contaminated soil may or may not require stabilization before disposal in a certified landfill. DR-1 and DR-2 involves explosive sewers and explosive foundations at multiple sites.

A.10. Group 9 Sites:

These site were grouped together based on their level of investigation and phase status. Group 9 sites require RCRA Facility Investigations followed by possible soil remediation, followed by Long Term Monitoring of groundwater, and encompasses the following sites:

- SAAP-058: Combined Shops Area
- SAAP-064: Paper Burning Ground
- SAAP-065: Tank Farm
- SAAP-067: South Acid Area

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 9 Sites, Contractor should note that: The only investigations conducted at these sites are Relative Risk Site Evaluations conducted by the U.S. Army Center for Health Promotion and Preventive Medicine. These sites require RCRA Facility Investigations followed by possible soil remediation. Contaminated soil may or may not require stabilization before disposal in a certified landfill. Once soil cleanup/source removal is completed LTM of groundwater may be required until contaminants fall below action levels in the groundwater. Some sites are within the boundaries of Groundwater Operable Units (GWOU), and may be closed out as individual sites or as groups of sites under each GWOU.

A.11. Group 10 Sites:

These site were grouped together based on their level of investigation and phase status. Group 10 sites require RCRA Facility Investigations, and encompasses the following sites:

- SAAP-054: Fluorescent Tube Wells
- SAAP-110: Storage Magazines Not Part of SWMUs 15 & 16
- SAAP-112: Paste Air Dry Facilities

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 10 Sites, Contractor should note that: The only investigations conducted at these sites are Relative Risk Site Evaluations conducted by the U.S. Army Center for Health Promotion and Preventive Medicine. These sites require RCRA Facility Investigations. No additional action is anticipated to close out these sites.

A.12. Group 11 Sites:

These site were grouped together based on their level of investigation and phase status. Group 11 sites require additional sampling (Confirmation Sampling) to complete each site's RCRA Facility Assessment, and encompasses the following sites:

- SAAP-055: Old Administrative Buildings
- SAAP-056: Monitoring Well South of Facility 211
- SAAP-057: Chemical Preparation House
- SAAP-059: Laundry Facilities
- SAAP-104: Disposal Area Southeast of STP
- SAAP-105: Cannon Range Tunnels
- SAAP-111: Forced Air Dryers
- SAAP-117: Nitroguanidine Production Facilities
- SAAP-119: Trench Disposal Area A4
- SAAP-120: Trench Disposal Area A5
- SAAP-121: Trench Disposal Area A6

Notes to Contractor

There are a number of external factors and activities that will need to be considered when preparing the PMP and project schedule. For Group 11 Sites, Contractor should note that: The only investigations conducted at these sites are Relative Risk Site Evaluations conducted by the U.S. Army Center for Health Promotion and Preventive Medicine. These sites require additional sampling (Confirmation Sampling) to complete each site's RCRA Facility Assessment. No additional action is anticipated to close out these sites.

A.13. No Further Action Sites:

These site were grouped together based on their level of investigation and phase status. It is anticipated that these sites will not require any further action:

- SAAP-022: Old Explosive Waste Burning Ground
- SAAP-023: New Explosive Waste Burning Ground
- SAAP-028: Waste Calcium Carbide Treatment Area
- SAAP-029: Industrial Wastewater Treatment Lagoons
- SAAP-032: Lead Decontamination and Recovery Unit
- SAAP-034: Five Corners Settling Ponds

- SAAP-044: Tank T784
- SAAP-052: Paint Bay Building 542
- SAAP-061: Environmental Laboratory (Facility 232)
- SAAP-062: Transformer Storage Warehouse (Facility 566-5)
- SAAP-102: Main Electrical Switch Yard
- SAAP-103: New Photographic Laboratory (Facility 227-18)
- SAAP-106: 35 Process Facilities within F-Line Area (Handled in SAAP-010)
- SAAP-107: Former Truck Maintenance Shop (Handled under SAAP-067)
- SAAP-108: Former Fuel Oil Storage Tank (Handled under SAAP-067)
- SAAP-109: Oil and Paint House in South Acid Area (Handled under SAAP-067)
- SAAP-113: General Warehouses (8037 Series)

PWS ATTACHMENT B: PROJECT DELIVERABLES***Prospective Developers should note:***

This project deliverables list is subject to change based on an alternative deliverables list proposed by the Developer and approved by the Army.

As noted in PWS Section 3.13, all documents must be produced with at least draft and draft-final versions.

<i>Table 3. Proposed Project Deliverables</i>		
Deliverable Number	Deliverable Name	PWS Sections
1	Project Management Plan	3.1, 3.5, 3.12, 3.13
2	Project Management Plan Revisions	3.1, 3.5, 3.12, 3.13
3	Additional Site Plans	3.2, 3.5, 3.12, 3.13
4	Status Reports	3.1, 3.5, 3.12, 3.13
5	Milestone Presentations	3.5, 3.12, 3.13
6	Group 1 Sites	3.5, 3.12, 3.13
7	Group 2 Sites	3.5, 3.12, 3.13
8	Group 3 Sites	3.5, 3.12, 3.13
9	Group 4 Sites	3.5, 3.12, 3.13
10	SAAP-018 Landfill Cap and Groundwater Control	3.5, 3.12, 3.13
11	Group 5 Sites	3.5, 3.12, 3.13
12	Group 6 Sites	3.5, 3.12, 3.13
13	Group 7 Sites	3.5, 3.12, 3.13
14	Group 8 Sites	3.5, 3.12, 3.13
15	Group 9 Sites	3.5, 3.12, 3.13
16	Group 10 Sites	3.5, 3.12, 3.13
17	Group 11 Sites	3.5, 3.12, 3.13

PWS ATTACHMENT C: REFERENCE DOCUMENTS

Prospective Developers should note:

These documents are available on the CD provided to the Contractor.

The Army believes this documentation represents the most recent and appropriate documentation available for the Installation and sites identified in this PWS.

Specific documents may be made available following a request, if the documentation can be distributed in a timely manner. Electronic format is not guaranteed.

PWS ATTACHMENT D: LIST OF ACRONYMS

AEDB	Army Environmental Database
CAMU	Corrective Action Management Unit
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COR	Contracting Officer's Representative
CWM	Chemical Warfare Material
DoD	Department of Defense
EE/CA	Engineering Evaluation/Cost Analysis
ERIS	Environmental Restoration Information System
ESD	Explanation of Significant Differences
FAR	Federal Acquisition Regulation
CONSENT	Federal Facility Agreement
ORDER	Formerly Used Sites Remedial Action Program
FUSRAP	Guaranteed Fixed-Price Remediation
GFPR	Inert Disposal Area
IDA	Contracting Officer
KO	Load, Assemble, and Pack
LAP	Long-Term Monitoring
LTM	Long-Term Operations
LTO	Munitions and Explosives of Concern
MEC	National Oil and Hazardous Substances Contingency Plan
NCP	National Environmental Laboratory Accreditation Program
NELAP	National Priorities List
NPL	Occupational Safety and Health Administration
OSHA	Operable Unit
OU	Performance-Based Contract/Contracting
PBC	Pollution Legal Liability
PLL	Project Management Plan
PMP	Personal Protective Equipment
PPE	Performance Work Statement
PWS	Quality Assurance
QA	Remedial Action Alternatives
RAA	Restoration Advisory Board
RAB	Response Complete
RC	Resource Conservation and Recovery Act
RCRA	Remedy In Place
RIP	Record of Decision
ROD	Superfund Amendments and Reauthorization Act
SARA	Site Safety and Health Plan
SSHP	United States Army Environmental Center
USAEC	United States Environmental Protection Agency
USEPA	Unexploded Ordnance
UXO	Volatile Organic Compound
VOC	

PWS ATTACHMENT E: DEFINITIONS

Chemical Warfare Material (CWM): An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- services nerve agent, H-series blister agent, and lewisite in other that munitions configurations. Due to their hazards, prevalence, and military-unique application, Chemical Agent Identification Sets (CAIS) are also considered CWM. CWM does not include: riot control agency, chemical herbicides, smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent.

Deliverables: Documentation or data that support the completion of milestones or achievement of the performance objectives identified in this PWS.

Milestones: Significant events or activities that occur in the course of the Developer achieving the performance objectives identified in this PWS. The main milestone for each site is achievement of RIP, RC, or NFA, whichever is applicable based on the approved remedy proposed by the Developer.

Munitions and Explosives of Concern (MEC): This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710 (e) (9); Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or Explosive munitions constituents (e.g., TNT, RDX) present in high enough concentrations to pose an explosive hazard.

Project Documents (): Documentation and data required by the Consent Order including remediation and LTM/LTO activities.

Project-related information: All previous environmental restoration documentation of a technical nature developed by the Army and previous Army Developers and subcontractors during their work at the sites specified in this PWS, and all the documentation developed by the Developer in order to achieve the performance objectives specified in this PWS.

Remedy In Place (RIP): A final remedial action has been constructed and implemented and is operating as planned in the remedial design. An example of a remedy in place is a pump-and-treat system that is installed, is operating as designed, and will continue to operate until cleanup levels have been attained. Because operation of the remedy is ongoing, the site cannot be considered Response Complete.

Response Complete (RC): The remedy is in place and required remedial action–operations (RA-O) have been completed. If there is no RA-O phase, then the remedial action–construction end date will also be the RC date. If no remedial action is required at a site (based on agreement with the Army and appropriate regulators), documentation of "No Further Action" will constitute Response Complete. Consistent with CERCLA, the Defense Environmental Restoration Program, and applicable Executive Orders and regulations, environmental response activities under the Installation Restoration program categories shall be considered "response complete" when all the response objectives identified in an appropriately signed ROD or other formal decision document have been achieved and documented.

If environmental restoration activities allow for *unrestricted* use of the property, response complete is when there is verification of the achievement of the response objectives detailed in the ROD or other formal decision document.

If environmental restoration activities *do not allow for unrestricted use* of the property, response complete occurs when: 1) There is verification of the achievement of the response objectives detailed in the ROD or other formal decision document; and 2) At least one subsequent review to ensure that the response action has remained effective and continues to be protective of human health and the environment as defined by the response objectives detailed in the ROD or other formal decision document has occurred; and 3) At least five years have elapsed.

CONTRACT INFORMATION

LEGAL HOLIDAYS: The following days have been established as legal public holidays in the federal government:

New Year's Day	01 January
Martin Luther King's birthday	third Monday in January
President's Day	third Monday in February
Memorial Day	last Monday in May
Independence Day	04 July
Labor Day	first Monday in September
Columbus Day	second Monday in October
Veteran's Day	11 November
Thanksgiving Day	fourth Thursday in November
Christmas Day	25 December

UTILIZING ELECTRONIC MAIL

When Developer personnel send e-mail messages to government personnel while performing on this contract, the Developer's e-mail address shall include the company name together with the person's name.

**SCOPE OF WORK
PROJECT 505OMASF1
DECONTAMINATION OF EXPLOSIVELY SUSPECT FACILITIES
SUNFLOWER ARMY AMMUNITION PLANT (AAP)
DESOTO, KS**

1. SCOPE:

1.1. The purpose of this scope of work (SOW) is to perform explosive decontamination efforts and disposal of real and personal property at Sunflower AAP.

1.2. The project effort consists of utility disassembly, site preparation, explosive decontamination, clean-up and personal property excessing and various other support activities to explosively decontaminate above ground structures and explosively contaminated sewers at Sunflower AAP.

1.3. All production lines and the equipment contained within facilities at Sunflower AAP have been identified as excess to current replenishment planning schedules (i.e., Army Industrial Preparedness Program). The facilities identified at enclosure (encl) 1 are unsafe because of the probability of worker injury resulting from likely residual contaminant ignition. This project will provide for decontamination of the buildings, sewers and equipment, scrap metal retrieval, hazardous materials testing, disposal, excavation/backfilling, sewer section transportation, and other efforts supporting facility explosive decontamination.

1.4. At all times during execution of this SOW, the contractor will maintain adequate plant protection to protect human health and welfare, and to minimize Army liability.

1.5. Cost Proposal: The cost proposal shall break out costs relative to each primary effort (preparation, execution, hazardous material testing, scrap metal reclamation, and material disposal) for the facilities identified at encl 1. For the explosively contaminated foundations (at encl 2), the contractor shall propose man-hours and materials required to remove, perform explosive testing, and explosively decontaminate soils below the foundations. For the explosively contaminated sewers (at encl 3), the contractor shall propose man-hours and materials (or subcontract costs) required to perform excavation and sewer removal/transport, explosive testing of trench area, explosive decontamination of the piping/sewer/fill, excavation/backfilling, and residual material disposal. For contaminated equipment, the contractor shall propose man-hours and materials needed to remove and decontaminate equipment identified at encl 4.

1.6. Ozone Depleting Chemicals (ODCs): The contractor shall assure during execution of the tasks outlined in this SOW that none of the materials used contain Class I ODCs as defined by Public Law 102-484, Section 326.

2.0. APPLICABLE DOCUMENTS: Work shall be performed IAW the following document(s):

DDESB-Approved Explosive Safety Submission for Sunflower AAP, and applicable amendments

IOC Pamphlet 385-1 Classification and Remediation of
Explosive Contamination

Tailoring, to identify specific requirements, is shown at encl 5. In case of any conflict between reference documents and provisions contained in this SOW, the most stringent specification will take precedence. In any case, conflicts shall be identified to DAIM-BD-O for resolving opposing specifications.

3. REQUIREMENTS:

3.1. Tasks are to be accomplished IAW provisions contained in this SOW.

3.2. PERFORMANCE PERIOD: Contractor's effort will begin within 15 days after delivery order award. Explosive decontamination shall be funded over a three year period. All physical work shall be accomplished within 48 months after the initial delivery order award. Financial closeout will take place as soon as possible after final physical acceptance.

4. PROGRESS REPORTS:

4.1. The contractor shall prepare progress reports IAW AMCCOMR 235-5, the Data Item Description (DID) DI-MGMT-80227 as set forth in the Contract Data Requirements List (CDRL) DD Form 1423 (encl 6). Content under block 10 of DI-MGMT-80227 shall include all requirements except 10.3(g) and 10.3(k).

The contractor may substitute and submit its own form of progress reports if pre-approved by DAIM-BD-O.

4.2. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of the contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower/army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by the reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total Payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor, if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

5. SAFETY AND ENVIRONMENTAL:

5.1. General Requirements: The contractor is responsible for complying with all federal, state, and local safety and environmental regulations, including, but not limited to Occupational Safety and Health Act (OSHA, Title 29 CFR Parts 1926 and 1910), Environmental Protection Agency (EPA), Kansas Department of Health and Environment (KDHE), and Army regulations.

5.2. All hazardous wastes, acid, and contaminated material discovered or generated through the execution of this project will be disposed of IAW all applicable federal, state, and local laws and regulations. All transportation and decontamination will be performed IAW all applicable interstate, federal, state, and local laws and regulations.

6. PROPERTY DECONTAMINATION, OBJECTIVE: This SOW is a performance based specification. The objective of this project is to: 1) decontaminate the buildings identified at enclosure 1, and disposal of the residual material as scrap; 2) Remove and dispose of foundations identified in enclosure 2; 3) Remove and decontaminate sewers/underground infrastructure identified at enclosure 3; 4) Decontaminate and dispose of equipment identified in enclosure 4. These production facilities previously manufactured and processed various propellants or propellant components for the Army, or were support facilities for propellant manufacture. Due to the probability of worker injury (from residual contaminant ignition), traditional infrastructure, building, and equipment disposal efforts cannot

be performed with acceptable risks to worker health. The buildings and equipment will have to be "5X'd" in place, have the scrap metal removed, the residual materials will be properly disposed. The foundations will be removed and explosive hazards mitigated. The sewers will require excavation, disassembly, removal, decontamination, disposal testing and backfilling of the resultant trench. "3X" equipment found in explosive free buildings shall be removed from the buildings and properly decontaminated. All work shall be performed by a contractor who has experience with explosives previously produced at Sunflower AAP, who is approved by the Army, and BATF licensed. Materials such as asbestos and gross lead may be present in the ash residues. Coordination with the Kansas Department of Health and Environment (KDHE) will likely be required to ensure the methods proposed or implemented do not result in hazard to human health, or the environment, and comply with those regulations outlined in paragraph 5. All operating procedures for decontamination shall conform to the Department of Defense Explosive Safety Board (DDESB) approved Explosive Safety Submissions (ESS) and IOC Pam 385-1. Recommended methods for decontamination of facilities have been approved by the DDESB.

6.1. Decontamination of Above Ground Structures: The decontamination of above ground structures shall be decontaminated via burning in place in accordance with the DDESB approved ESS. The below specifications are provided for information. If alternatives to the below specifications for decontamination are proposed by the contractor, those methods shall be proposed with the contractor cost proposal.

6.1.1. Decontamination Preparations: Prior to the 5X decontamination process, precursor efforts shall be accomplished. The contractor shall prepare a Work Plan describing all aspects of site activities associated with this project. The Work Plan will include a Site Safety and Health Plan. The Work Plan will include a timeline for execution, specifically outlining how the series of events are proposed during the project. These events outlined may include (but are not limited to) environmental regulator and fire department coordination, utility disconnect, asbestos abatement, disassembly, 5X decontamination, scrap metal removal, site restoration, etc. A NEPA document will be prepared by the contractor and approved by the DAIM-BD-O representative and the Sunflower AAP ACO Staff. A Hazards Analysis shall also be performed by the contractor. The Hazards Analysis shall include visual inspection and analysis (which may include sampling) of each building or structure to be decontaminated. This document will outline any hazardous material contained within the facilities, and the contractor's plan to mitigate release of the materials into the land, air, water, etc. The contractor will propose operating procedures for approval by the Sunflower AAP ACO Staff and (as applicable) coordinate with the regulators of primacy. The procedures will detail methods and operations that will be implemented during this project. Any subcontracted effort shall have the subcontract specifications reviewed and approved by the DAIM-BD-O and the Sunflower AAP ACO Staff prior to solicitation. After Army approval of the Work Plan, the contractor will prepare each account site (or burn group) for decontamination. This may consist of activities such as utility disconnects, site preparation, asbestos removal and disposal (for non-friable or friable types), weather forecasting, pre-burn check-list preparation and review, regulatory coordination/notification and other pre-burn activities. Some of the facilities identified at enclosure 1 contain friable or non-friable asbestos. Since the propellants processed in the production facilities were in a colloided state, there maybe an opportunity to safely mitigate the asbestos prior to thermally decomposing the equipment and buildings. Other materials, such as asphalt shingles, may be removed if state regulatory agency mandates the action, and the activity can be performed without risk of inadvertent propellant/explosive detonation. Above all, the explosive risk to worker health must be considered foremost when evaluating whether hazardous/non-hazardous/nuisance materials can be removed before explosive decontamination take place.

6.1.2. Facility Decontamination: The accounts identified at enclosure 1 shall be decontaminated to level 5X IAW IOC Pamphlet 385-1. The 5X condition of residual materials shall be demonstrated by temperature paint or thermocouple installation/monitoring or other analytical testing methods. Due to worker safety considerations, facilities will be decontaminated to a level 5X with personal property left in place (or other method, subject to approved environmental and safety authorizations). Procedural authorizations for any environmental waivers will be obtained prior to physical work starting. Demolition activities will not adversely impact active work or operations. Work shall be scheduled so interference with other efforts is minimized. Adjacent facilities not part of this project shall be protected from damage and debris. Any airborne debris will be controlled to prevent the spread of dust while avoiding the creation of a nuisance in surrounding areas. The use of water to spray the site to reduce release of airborne asbestos fibers is permitted as required, but shall be controlled to ensure it does not create hazardous or

objectionable conditions such as ice, flooding, or pollution. The contractor shall not use the decontamination site for burning refuse.

6.1.3. Clean up: After burning, all materials shall be inspected and documented to confirm materials have been decontaminated. Based on testing, or Environmental Engineering knowledge, the material/ash residue will be collected and disposed of in accordance with applicable regulations. Disposal shall be accomplished at approved offsite landfills. Hauling and disposal shall be performed IAW interstate statutes. The contractor shall dispose of all scrap metal and residual materials from the decontamination effort. Material handling of asbestos/ash/scrap will be minimized. Hot work permits will be required and issued by the contractor safety officer when performing scrap disassembly. Site restoration shall be the responsibility of the site owner IAW applicable regulations.

6.2. Foundation Removal and Decontamination: The contractor shall decontaminate and dispose of all Slabs, Foundations, Frost Walls and Sumps identified at enclosure 4 of this SOW. Foundations of structures previously demolished or to be demolished, were previous propellant production or storage facilities at Sunflower AAP. The buildings contained nitrocellulose, nitroguanadine, nitroglycerin, or finished propellant. Under the original ESS, approximately 1419 of the aboveground structures were thermally decomposed (burned down). However, the foundations of these structures still remain, and will require inspection, removal and limited soil decontamination. In addition, foundations of TD facilities yet to be burned will also require removal and limited soil decontamination. Site workers will be educated/trained to recognize the raw explosives that could be encountered during this process.

6.2.1. Inspection: Visual inspection for explosives will be required in cracks, drains, troughs, appendages, sumps or along/under foundation edges. Noticeable cracks 1/8 inch wide or greater will require the crack be flooded with water within three feet on either side of the cracked area (prior to the concrete floor being demolished).

6.2.2. Drains: If foundation floor drains are present, they will be explosively decontaminated using detonation cord to consume any residual explosives within the drains. Prior to foundation removal, the detonation cord will be slipped down the pipe until it has reached the approximate boundary of the foundation. The detonation cord will then be prepared and initiated and after the shot, the floor drain will be removed along with the floor slab to a distance outside the foundation.

6.2.3. Asbestos: In the event that a building foundation, footing, frost wall or other concrete component contains asbestos containing material (ACM), and if economically feasible, asbestos removal operations may take place before foundation removal tasks. Otherwise, the concrete and the ACM will be removed together, sent to an offsite approved landfill and disposed of as asbestos containing debris. These operations will take place in accordance with asbestos removal safe operations and practices.

6.2.4. Raw Explosives Discovery: In the event that significant raw explosives are discovered during the visual inspection of the foundation, and if deemed necessary by Safety Officer, removal of the foundation to the footprint will be performed utilizing remote control equipment. The contractor shall use remote-controlled modified excavator, Gradall XL2210 or equivalent equipment, to break up and remove wetted down foundations with suspect explosives associated with them. The excavator will be operated remotely to provide safe separation for all personnel.

6.2.5. Foundation Removal: Foundations not associated with raw explosives as noted in paragraph 6.2.4 may be removed by conventional methods utilizing a manned, hardened excavator that will also be utilized for the concrete debris removal and soil excavation, or an alternate method approved by DDESB. Excavation activities will not be conducted until all non-essential personnel have cleared the withdrawal distance.

6.2.6. Debris Testing: Debris will be screened for the presence of explosives utilizing the EXPRAY test or similar method. If explosives at a concentration of less than 10% are found, the debris may be used as backfill or be recycled on or offsite. The debris may also be disposed of off site. If the presence of explosives is discovered at or above 10% concentration by weight, the debris will be thermally decontaminated in place, test again, and recycled onsite, or disposed of offsite (once the debris obtains concentrations less than 10% by weight).

6.2.7. Sump Removal: To facilitate demolition and removal of collection sumps (to include NG sumps), water/sludge contained in them will be removed, characterized and disposed of accordingly. Empty sumps will be thermally treated (burned utilizing dunnage and fuel) in order to decontaminate the potential explosive hazards. The actual method will be determined by the SUXOS based upon existing field conditions (presence of sump liners etc.) and level of contamination. Once burned/flushed, the sump will be removed and the debris will be screened for the presence of explosives utilizing the EXPRAY test or similar method. If no explosives are found, the debris may be used as backfill or be recycled on or offsite. The debris may also be disposed of off site. If explosives are discovered at or above a concentration at 10% by weight, the debris will be decontaminated in accordance with paragraph 6.2.6, above.

6.2.8: Limited Sub-Foundation Soil Sampling: Soil sampling/screening to verify the presence or absence of explosive soils will be conducted after the concrete foundations and drains have been removed. Any visible explosive residue beneath the slabs will be removed and taken to the Demolition Area II prior to continued sampling. The Jenkins test or an equivalent laboratory method will be used to screen the soils for explosives. Soil sampling beneath and along foundations will involve the following steps:

6.2.8.1. The footprint for each foundation will be divided into grids <2500 square feet, and each grid will be inspected for visible signs of explosive contamination (i.e. soil staining, strained vegetation, etc.).

6.2.8.2. Upon discovery of any visible signs of explosive contamination, a grab sample will be taken at the location to verify the presence of explosive soil. If the explosive material concentration is above 10% by weight, the soil in the grid may be homogenized/mixed with the existing soil, to a concentration of less than 10% by weight of explosives. Explosive soils (above 10% by weight) may also be removed and blended with other environmentally contaminated soils for disposal. A confirmation sample will be collected consisting of five aliquots from within the grid.

6.2.8.3. If no visible signs of contamination exist within the grid, five random samples will be collected and optionally composited into a single sample and screened for explosives. The five (5) individual samples per 2500 square foot grid will be biased toward the locations of floor cracks, floor drains and other floor features that increase the probability for explosive accumulation in sub-foundation soils. These features will have been identified and documented prior to demolition of the foundations. Random sampling will be used only if these elements (cracks and drains) do not exist within the specified square footage, or to fill in the balance of the five individual samples for the composite. Any positive test of a composite sample at a level of 2% explosives by weight or higher (worst case scenario of one sample being at or above 10% and the remaining aliquots being non-detects) will necessitate either the retesting of the individual aliquot locations or the homogenizing of the soil within the grid to a depth of one foot, as determined by the SUXOS. Alternatively, discrete sampling shall also be allowed for soil sampling. Within the 2500 square foot (or less) grid, five individual samples shall be collected and independently tested for explosives. If concentrations are discovered at or above 10% by weight for any test location, the location shall be decontaminated to below 10%. After homogenization of the soil in the grid, confirmation sampling will be collected (again with five aliquots from five different locations in the grid) to ensure the desensitization of the explosive soil to concentrations below 10% by weight of explosives.

6.2.9: Decontamination of Explosive Soils Underneath Slabs: If the abovementioned soil testing identifies an explosive contamination level at or above 10% by weight, the explosive soil may be decontaminated by blending with clean soil obtained on site. The explosive soil decontamination will involve the contaminated soils to be processed *in-situ* by wetting the soil with water and cautiously blending it with clean soil until a concentration of less than 10% explosives is attained. The resulting soil will be left in place. Otherwise, the explosively contaminated soils (above 10% by weight) may also be removed and blended with other environmentally contaminated soils for disposal at an approved landfill. In the event that environmental constituents of concern are discovered, at or above action levels, environmental remediation shall take place and be performed in accordance with local, state and federal regulations. Any environmental remediation will occur after the soils are decontaminated to <10% explosive weight. If a suspect contaminated area is tested and the laboratory results report an inordinately elevated explosive percentage or if bulk explosives are discovered, they will be recovered and stored in an igloo. The soils and/or the recovered bulk explosives will be stored until they can be disposed of either by detonation on site or shipped off-site to an approved incinerator facility and disposed of properly in accordance with local, state and federal regulations.

Explosive soil decontamination will be conducted utilizing the hardened excavator, and all explosive contamination above 10% by weight will be further followed along its probable migration route and decontaminated to a depth of 1-foot below the excavation depths where concentrations less than 10% are achieved. Confirmation samples will be collected at the depth of 1-foot below the excavation depths where concentrations of less than 10% by weight were originally observed, and re-tested for explosives and propellants.

6.3. Decontamination of Sewer Piping: All Sewer piping identified at enclosure 3 shall be explosively decontaminated:

6.3.1. Preparation: Sections of underground piping will be exposed in lengths up to 200 feet by utilizing a hardened track excavator to remove the soil overburden. The track excavator will be hardened against fragmentation hazards through the use of 3 inch Plexiglass shielding, Lexan or equivalent being mounted over all exposed window surfaces. Operators will not impact suspect energetic soils with excavation equipment. After the piping is exposed, the contractor will inspect the piping. If deemed it necessary inspection will be performed using a borescope. If the sewer piping is of metal composition, the desired lengths for transportation (40'-50') can be explosively severed utilizing perforators and det cord or mechanically severed using non-heat generating methods (such as shearing), with a hardened excavator. During set-up and priming of initiating charges, only those personnel essential to the operation will remain inside the Quantity Distance (QD) arc. All non-essential personnel will be evacuated outside the determined Minimum Separation Distance (MSD), and any public roads within the QD arc limit will be blocked and monitored. Once the charges have been primed, the demolition personnel will also evacuate the site to the QD arc. When it is determined that the site is clear, the appropriate contractor representative will give the order to initiate the charges. After the shape charge initiation, the contractor will inspect the shot locations prior to personnel returning to the excavation site. If the sewer piping is nonmetal composition, manageable sections will be severed using the bucket of the hardened excavator. Once the pipe section has been exposed, a UXO technician will visually inspect the exposed piping section for any breaks, flanged unions, stained soils, or bulk explosives to be noted for soil screening after the piping is removed. Removal of the severed length of piping from the excavation trench will then proceed utilizing the hardened track excavator. Operators and UXO personnel will be trained to avoid placing bodies or hands in-line with the ends of the pipeline sections. The severed sewer pipes will be removed from the excavation, and placed on a sand lined transport trailer and taken to a bermed, staging area at Bldg. 154-3 before they are thermally decomposed to assure complete desensitization. This area is Burn/Demolition Area I.

6.3.2. Venting: Sewer sections with accumulated explosives/propellants readily observed from disconnected ends shall be vented before thermal decontamination is performed. Once the sewer sections (with visually observed explosives) are on the venting pad, detonation cord will be used to detonate (vent) the accumulated explosives and/or render the surfaces open for visual inspection. Sewer sections with accumulated explosive shall also be allowed to be vented in the trench, however, the severing and removal of adjacent sewer sections must be accomplished prior to venting the section with accumulated explosives to ensure risk of explosive propagation along the sewer tract is minimized. Also, if venting in place is proposed, soil testing and environmental authorization may be required to satisfy regulatory requirements. Venting of accumulated explosives in place will require an incorporation of the approved QD arc/separation distance and contractor fire watch staffing. After venting and visual inspection, sewer sections will be thermally decomposed to assure complete desensitization. After the items are vented, they will be moved to buildings designated as TD or the Burn/Demolition Area #1 and thermally decomposed.

6.3.3. Thermal Decomposition of Sewer Piping: After the sewer lines are removed, they will be taken by sand lined transport trailers to a bermed, lined, staging area located at the coal pad associated with Power House #3 (Bldg 154-3). This area will consist of a 12" lining of gravel, clay or other suitable material with an earthen berm around the outer perimeter (approx. 300' X 100'). A minimum 100-ft fire-break surrounding the pad will be cleared of excessive vegetation (mowed). Severed piping required to be burned will be placed on the burn pad. Fuel oil and wooden pallets or other "Clean" (non-hazardous) dunnage materials will be added to the pad to create fuel for the burn. Remote ignition using electric matches (squibs) will be conducted from outside the QD arc. The local Fire Department will be notified twenty-four (24) hours in advance of the time and date of the burn, the day of the burn, and again when the fire is out. The contractor will maintain a three-person fire watch (with water truck) standing by outside the QD arc until the fire is out. No personnel will be allowed within the

QD arc until the “all clear” status has been announced, and a fire watch will be maintained at the site until all visible combustion has ended.

6.3.4. Soil Testing: Following the removal of the below grade piping, the trench bottom will be inspected for stained soils or bulk explosives. If potentially contaminated soil is found in association with the piping, the level of contamination will be visually evaluated by the UXO technician. Any bulk explosives found outside the piping that are similar in physical characteristic to that which is found inside the pipe will be removed and taken to venting burn pad for thermal destruction. A composite sample will be collected from the excavation trench for every 500 feet of nonmetal and metal pipe removed. Five individual grab samples will be collected from each sampling area and a composite sample will be tested for explosives and propellants. The sampling locations will be biased towards soil staining, broken piping sections and flanges that contribute to explosives accumulation under the pipes. These features will be identified and documented prior to the removal of the pipes. Random sampling will be used only if the above features do not exist within the specified sample area, or to fill in the balance of the five samples for the composite. Explosive soil is defined as soil that contains explosives in the soil at concentrations equal to or greater than 10% explosives by weight. Any positive test of a composite sample at a level of 2% explosives by weight or higher (worst case scenario of one sample being at or above 10% and the remaining grab aliquots being non-detects) will necessitate either the retesting of the individual grab aliquot locations or homogenizing the soil within the trench to a depth of one foot, as determined by the contractor. Alternatively, discrete sampling shall also be allowed for soil sampling. Within the 500 foot long exposed trench (or less), five individual samples shall be collected and independently tested for explosives. If concentrations are discovered at or above 10% by weight for any of the test locations, the locations shall be decontaminated to below 10%. Once received, field laboratory results that report soil concentrations of explosives that exceed 10% by weight will be treated in-situ (in place) by cautiously blending with clean soil until the explosives concentration is below 10% by weight. If explosives are not visually observed to be present, but soil staining is observed, or previous broken piping sections/flanged unions were noted, soil samples will be collected and submitted to an approved laboratory to determine the explosive content by weight. Soil testing for environmental constituents of concern will also take place and be coordinated with the Department of the Army and Kansas Department of Health and Environment (KDHE) for both trench and backfilled soils in order to determine whether additional investigation or remediation is warranted.

6.3.5. Limited Decontamination of Explosive Soils in Excavation Trench: If the abovementioned soil testing identifies an explosive contamination level at or above 10% by weight, the explosive soil will either be decontaminated by blending with clean soil obtained on site or environmental contaminated soil, or disposed of at an approved offsite landfill. The explosive soil decontamination will involve the contaminated soils to be processed in-situ by wetting the soil with water and cautiously blending it with clean soil until a concentration of less than 10% explosives is attained. The resulting soil will be left in place or disposed of off site at an approved landfill. In the event that environmental constituents of concern are discovered, at or above action levels, environmental remediation shall take place and be performed in accordance with local, state and federal regulations. Any environmental remediation will occur after the soils are decontaminated to <10% explosive weight. Explosive soils (above 10% by weight) may also be removed and blended with other environmentally contaminated soils for disposal. If a suspect contaminated area is tested and the laboratory results report an inordinately elevated explosive percentage or if bulk explosives (Munitions Constituents – MC) are discovered, they will be recovered and stored in an igloo. The soils and/or the recovered bulk explosives will be stored until they can be disposed of either by detonation on site or shipped off-site to an approved incinerator facility and disposed of properly in accordance with local, state and federal regulations. Explosive soil decontamination will be conducted utilizing the hardened excavator, and all soil explosive contamination above 10% by weight will be further followed along it's probable mitigation route and blended in-situ to a depth of 1-foot below the excavation depths where concentrations less than 10% are achieved. Confirmation samples will be collected at the depth of 1-foot below the excavation depths where concentrations of less than 10% by weight were observed, and re-tested for explosives and propellants.

6.4. Decontamination of Equipment: Some explosively contaminated equipment was moved from their production facilities into select buildings/facilities for storage and reuse. The buildings in this case are not considered explosively contaminated. The equipment at enclosure 4 may be moved and flashed at select TD facilities, moved and flashed at COR approved locations, and/or decontaminated using an alternate method approved beforehand by DDESB.

8. DOCUMENTATION REQUIREMENT: During the execution of this effort, facility and equipment records shall be altered to reflect final disposition. This record reconciliation shall be coordinated with Army proponent elements (DAIM-BD-O). All decontaminated material shall have an end use certificate signed by the contractor safety officer verifying the material is decontaminated from all explosives.

9. INSPECTION/FINAL ACCEPTANCE:

9.1. The Sunflower AAP ACO Staff will monitor contractor performance on this SOW.

9.2. Notification of Inspections and Tests: At least 10 working days prior to the anticipated final inspections and tests required by this SOW, the contractor will notify the Sunflower AAP ACO Staff of the date and items to be inspected/tested.

9.3. Upon project completion, the ACO Staff will inspect facilities and, if acceptable, notify HQ, DAIM-BD-O that facilities are ready for final acceptance inspection.

9.4. A representative of DAIM-BD-O, will perform final acceptance inspection, unless this is delegated in writing, to the Sunflower AAP ACO Staff.

9.5. The final acceptance of this project will take place upon receipt by the contractor of written approval from Tank Automotive Command (TACOM) Contracting Officer.

6 Encls
as

DOCUMENT SUMMARY LIST
 PROJECT 505OMASF1
 SUNFLOWER AAP
 ENCLOSURE 5

DOCUMENT CATEGORY:

Category 1 - The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract or contract modification, all requirements contained in reference and subsequently referenced documents are contractually for guidance and information only.

Category 2 - The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually for guidance and information only.

Category 3 - Unless otherwise specified in the solicitation, contract or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified.

<u>Document Number</u> (Contract Reference) <u>Applicable Tailoring</u>	<u>Document Title</u> <u>Category</u>	<u>Document Date/</u> <u>Document</u>
1a. AMCCOMR 235-5 (SOW Para 4)	Layaway/Relocation Project Status Report (RCS SMCPB-1005)	07 Apr 86 Cat 3
1b. DI-MGMT-80227 (DD Form 1423) (SOW Para 4) (See encl 3)	Contractor's Progress Status and Management Report	05 Sep 86 Cat 3

Project 505OMASF1
Enclosure 6

CONTRACT DATA REQUIREMENT LIST

Form Approval

OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:		D. SYSTEM/ITEM...Decontamination of Suspect of Facilities – SFAAP:		
B. EXHIBIT		E. CONTRACT/PR NO.: 505OMASF1		
C. CATEGORY.....Other.....:		F. CONTRACTOR.....: Sunflower Army Ammunition Plant		
1. DATA ITEM NO.: A001				
2. TITLE OF DATA ITEM: Contractors Progress Status and Management Report				
3. SUBTITLE Layaway/Relocation Project Status Report				
4. AUTHORITY :DI-MGMT-80227*				
5. CONTRACT REFERENCE: SOW Paragraph 4				
6. REQUIRING OFFICE : DAIM-BO-O		9. DIST. STATEMENT REQUIRED.: N/A		12. DATE OF FIRST SUB.: **
7. DD250 REQ : No		10. FREQUENCY : Monthly		13. DATE OF SUBS. SUB.: ***
8. APP CODE :		11. AS OF DATE :0		
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Through ACO to DAIM-BO-O				
15. TOTAL:				1
16. REMARKS: * Delete paragraphs 10.3.b.-p. Report will be prepared IAW AMCCOM Regulation 235-5, 7 Apr 86. ** 15th day following first of the month in which contract is modified. *** 15 Calendar days after EOM. **** Submitted electronically.				

17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE :		
1. DATA ITEM NO.:				
2. TITLE OF DATA ITEM:				
3. SUBTITLE :				
4. AUTHORITY :				
5. CONTRACT REFERENCE.:				
6. REQUIRING OFFICE :		9. DIST. STATEMENT REQUIRED.:		12. DATE OF FIRST SUB:
7. DD250 REQ :		10. FREQUENCY :		13. DATE OF SUBS. SUB.:
8. APP CODE :		11. AS OF DATE :		
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
15. TOTAL:				
16. REMARKS:				

17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:		
1. DATA ITEM NO.:				
2. TITLE OF DATA ITEM :				
3. SUBTITLE :				
4. AUTHORITY.....:				
5. CONTRACT REF.....:				
6. REQUIRING OFFICE:		9. DIST. STATEMENT REQUIRED.:		12. DATE OF FIRST SUB.:
7. DD250 REQ :		10. FREQUENCY :		13. DATE OF SUBS. SUB.:
8. APP CODE :		11. AS OF DATE :		
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
15. TOTAL:				
16. REMARKS:				

17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:		
1. DATA ITEM NO.:				

2. TITLE OF DATA ITEM:

3. SUBTITLE

4. AUTHORITY.....

5. CONTRACT REF.....

6. REQUIRING OFFICE :

7. DD250 REQ

8. APP CODE

9. DIST. STATEMENT REQUIRED.:

10. FREQUENCY

11. AS OF DATE

12. DATE OF FIRST SUB.:

13. DATE OF SUBS. SUB.:

14. DISTRIBUTION - A. ADDRESSEES

B. COPIES:

DRAFT

FINAL

15. TOTAL:

16. REMARKS:

17. PRICE GROUP :

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Ken Nabb, DAIM-BD-O

H. DATE: 11 Jan 2005

I. APPROVED BY: Shelley S. Schabillon, AMSTA-AR-QAD

J. DATE:

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Origin	Government	Origin	Government
0201	Origin	Government	Origin	Government
0202	Origin	Government	Origin	Government
0203	Origin	Government	Origin	Government
0301	Origin	Government	Origin	Government
0302	Origin	Government	Origin	Government
0401	Origin	Government	Origin	Government
0402	Origin	Government	Origin	Government
0501	Origin	Government	Origin	Government
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0602	Origin	Government	Origin	Government
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0901	Origin	Government	Origin	Government
0902	Origin	Government	Origin	Government
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7702	Origin	Government	Origin	Government
7703	Origin	Government	Origin	Government
7704	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

As noted in contract text.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

Section H - Special Contract Requirements

SECTION H LC
TACOM-RI LOCAL CLAUSES

HS7003

Alternative Disputes Review Process
52.233-4501 TACOM-RI

May 1994

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

(1) The Government will compensate directly the wages and travel expense for its selected member.

(2) The SC shall compensate directly the wages and travel expense for its member.

(3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.

(4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

(l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-18	Ordering	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002 Requests for Equitable Adjustment

MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TABLE OF ATTACHMENTS

This list of Attached Documents are grouped by the element of contract text that cites the attachment.

Contract Section A Part I "Remediation Agreement Preamble":

Attachment #	Reference Title	#of pages
001	RCRA Permit	**
002	S2841 FY05 Defense Authorization Act	**
003	Consent Order	**
004	Environmental Insurance Policy	**
005	Explosives Safety Submission	**
006	Tract Maps	**
007	Mortgage	**
008	Landfill Permits	**

Contract Section B

Attachment #	Reference Title	#of pages
009	Spreadsheet Detail of Army/Developer costs	**

Contract Section C Explosives Decontamination Scope Of Work

Attachment #	Reference Title	#of pages
010	Enclosure 1	**
011	Enclosure 2	**
012	Enclosure 3	**
013	Enclosure 4	**
014	Enclosure 5	**
015	Enclosure 6	**
016	Department of Labor Wage Determination	**
017	Trust Agreements	**
018	Implementation Schedule	**

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4926 ON-LINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) (APR 2005)
 Effective 1 Jan 2005, contractors are required to use the On-line Representations and Certifications Application (ORCA). Contractors will complete and update the on-line provisions in ORCA (<http://www.bpn.gov/orca>) on at least a yearly basis. When submitting a quote/offer/bid in response to this solicitation, contractors will attest that, at the time of their submission, their ORCA records are current, accurate, and complete, and applicable to the solicitation (including the business size standard applicable to the NAICS code for this solicitation). This is accomplished by completing the provision at FAR 52.204-8, Annual Representations and Certifications, OR FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Alternates I or II), whichever is included in this solicitation. If this solicitation also includes the provision at FAR 52.204-7, Central Contractor Registration, paragraph (b) of clause 52.204-8 applies. Representations and certifications that are to be completed through ORCA are not repeated in this solicitation. However, this solicitation may include other representation and certification requirements not covered by ORCA, which must be completed and returned with your quote/offer/bid.

The NAICS code for this solicitation is 562910 (Environmental Remediation Services) and the small business size standard is 500 employees or \$12M annual receipts.

(TACOM-RI 52.204-4504) (PADDS AS6100) (End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of

completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (b) applies.

Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

LOCAL CLAUSES**TACOM-RI LOCAL CLAUSES**

LF 7011

Disclosure Statement Form

30.2021(a)

As prescribed in 30.201-3, insert the following provision:

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

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

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant contract auditor.

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

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official where filed:

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official where filed:

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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

If the offeror is eligible to use the modified provisions of 48 CFR Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts

and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

[] YES [] NO

LS7010

Partnering
52.215-4502
Apr 1999

- (a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.
- (b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.
- (c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.
- (d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.
- (e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

LS7032
 Authorized Signature
 52.204-4503
 May 94

The Government requires a systems contract management approach where the Government can look to one prime contractor to be responsible for performance of the entire contract. That offeror must sign the SF 33 and return it with the proposal. If the offeror is a joint venture all members of the joint venture must sign the SF 33.

The offeror shall be considered the legal entity represented on the SF 33. The legal entity should be clearly stated throughout the solicitation. Generic names shall not be used. The participation and commitment (resources and liability) by any subcontractor, team member, affiliate or parent must be clear, in writing and signed by one duly authorized to bind the participating company in the manner proposed. Evidence of authorization shall accompany any proposed participation or commitment of personnel or resources. Each commitment shall also be accompanied by evidence from the offeror as to why the participating company (subcontractor, affiliate, parent, etc) should be considered when evaluating resources or experience for a given factor. Note that the requirement to be performed must be taken into consideration and the benefits to performance must be illustrated. The stronger the commitment, the more likely the resources and experience of the proposed company will be evaluated and imputed to the offeror.

Offerors must be clear as to who is committing what resources, the authority to commit such resources, who will be performing what functions, who will be employed by whom, the legal relationships between participating companies and why such relationships are beneficial for performing the tasks, considering the systems contract management approach. This information is necessary for the Government to evaluate offers. Offerors are cautioned that failure to provide necessary information may result in their scores being downgraded accordingly.

The offeror who signs the SF 33 shall submit proof of financial responsibility for the entity. Also, the offeror who signs the SF 33 shall submit proof of incorporation.

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.252-5	Authorized Deviations In Provisions	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-Rock Island, AMSTA-AQ-ARI-D, ATTN: Contracting Officer, 1 Rock Island Arsenal, Rock Island IL 61299

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

(End of provision)