

- iv) Funding
- (v) Description of Work to be performed
- (vi) Period of Performance

- (c) It is understood that in exceptional cases, some task orders or delivery orders may be of a time-sensitive nature requiring immediate initiation of work prior to issuance of a formal task order or delivery order. In such cases, upon informal agreement between the Contractor and the Contracting Officer, work may be initiated prior to issuance of a task order or delivery order. A task order or delivery order reflecting the agreement will be issued within ten (10) working days from the date of this informal agreement.
- (d) When, in the opinion of the Contractor, the task order or delivery order requires amendment, expansions, or change as to produce additional or collateral results of benefit to the Government, the Contractor shall advise the Contracting Officer through the COTR, and the parties hereto shall arrive at a mutual agreement prior to performance of such additional or collateral work. Such agreements shall be formalized by amendment of the contract, or by issuance of an amended task order or delivery order as appropriate.
- (e) Each time and materials task order or delivery order issued hereunder shall contain a ceiling beyond which the Contractor shall not exceed except at his own risk.
- (f) If multiple awards are made, after meeting the minimum guaranteed requirement for each contract, determinations as to which contractor will receive individual task orders or delivery orders will be at the sole discretion of the Government. Such determinations will be made on the basis of what is in the best interests of the Government, taking into account factors such as availability and suitability of contractor resources, quality of contractor past performance, and prices.

[End of Clause]

#### H.5 KEY AND NON-KEY PERSONNEL--LABOR CATEGORIES/HOURS

The key personnel to be assigned to perform hereunder and the minimum level of effort for their respective assignments are as follows:

Labor Category	No. of Annual Person Hours
Program Manager	1960
Deputy Program Manager	1960
Senior Instructor/Safety Manager	1960
Senior WMD Instructor Manager(3)	5880
Training Equipment Manager	1960
Total	13720

The level of effort specified for each individual listed above may not be decreased without the prior written approval of the Contracting Officer.



(3) Within 7 calendar days after receiving a request, the Contracting Officer or authorized representative will evaluate such requests and notify the Contractor whether the substitution(s) is (are) approved or denied. If approved, the Contracting Officer shall modify the contract to reflect the key personnel substitution(s).

(d) The Contracting Officer may ratify, in writing, an unauthorized key personnel substitution. The ratification shall constitute the written authorization from the Contracting Officer required by this clause; the contract shall be modified.

(e) The following positions are considered non-key personnel for an average year of contract performance.

Labor Category	No. of Annual Person Hours
Safety Manager	1960
Steward Manager	1960
Executive Secretary	1960
Clerks, Registrar (2)	3920
Stewards (2)	3920
Instructors, Safety(3)	5880
Instructors, Doff (4)	7840
Instructors (10)	19600
WMD Instructors (7)	13720
WMD Instructors (6)	4608
Audio Video Specialist	1960
SME Chemical	592
SME Biological	592
SME Explosive	592
SME Radiological	592
Equipment Maintenance Specialist (3)	5880
Total	75576

[End of Clause]

## H.6 PRINTING REQUIREMENTS

All printing to be done of contract documents shall include camera-ready artwork of the OJP seal and identification block (refer to the DOJ Graphics Standards Manual for placement, size and other lay-out specification) which reads as follows:

U.S. Department of Justice  
Office of Justice Programs  
810 7th Street, 3rd Floor  
Washington, DC 20531  
[End of Clause]

## H.7 PRINTING RESTRICTIONS

H-4(B)R

Amendment 002

L.13 BUDGETARY PURPOSES ONLY

Offerors should consider the following: The estimated number of contract work hours required to fulfill the contract tasks during the twelve month period is 89,296 hours. The level of effort if all options are exercised is 446,480 hours.

Direct Material

The following list represents an estimate of direct material and costs which may be associated with the performance of the Training Delivery Contract. The list is not necessarily inclusive of all costs.

Responder Guides	\$180,000.00
Other Materials	\$ 80,000.00
Expendable Training Supplies	\$115,550.00
Administrative Supplies	\$ 50,000.00
Not To Exceed Amount	\$425,550.00

Travel Costs

Total travel is based on SME's requirements for 60 iterations of the COBRA, WMD Hazardous Materials Technician and COBRA, WMD Incident Command Courses. Travel costs include transportation and per diem where required.

SME Travel and Per Diem	\$140,000.00
Not To Exceed Travel Amount	\$140,000.00

L.14 PHYSICAL FORMAT OF PROPOSAL

Each Offeror shall submit a proposal in response to this solicitation subject to the following requirements and limitations:

Volume Title	Page Limitation	Copies
I. Technical/Management Proposals	150	6
II. Cost Proposals	No Limit	6
III. Representations and Certifications	N/A	2

Offerors are encouraged to abide by the spirit and the letter of the page limitations stated above. Proposals must be legible, single spaced, typewritten, in a type-size not smaller than twelve (12) point proportional, on paper not larger than 8-1/2" by 11" and not exceed the page limitations specified above. The practice of "kerning" or any other method of manipulation of the sizing and spacing of characters is not permitted. Pages in excess of the individual limitations shall not be read, and the proposals shall be evaluated as if the excess pages did not exist. Some fold-out charts or diagrams may be used within the aforementioned restrictions/page limitations. Each 8-1/2" by 11" paged fold-out will be counted as one page (i.e., one fold-out with two pages will be counted as two 8-1/2" by 11" pages). Resumes and other appendices are not subject to the above page limitation.