AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page 1 Of 29
Firm-Fixed-Price	

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
0002	2013MAR19	SEE SCHEDULE	

6. Issued By Code W31P4Q

ARMY CONTRACTING COMMAND-REDSTONE
ELBERT E CLARKE
REDSTONE ARSENAL AL 35898-5280

EMAIL: ELBERT.CLARKE@US.ARMY.MIL

7. Administered By (If other than Item 6) Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

Code | Facility Code

[X] **9A. Amendment Of Solicitation No.**
W31P4Q-13-T-0051

9B. Dated (See Item 11)
2013JAN31

[ ] **10A. Modification Of Contract/Order No.**

10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] **The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers**
[ ] **is extended,** [X] **is not extended.**

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed **copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.**

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

[ ] **A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.**

[ ] **B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).**

[ ] **C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:**

[ ] **D. Other (Specify type of modification and authority)**

E. IMPORTANT: Contractor [ ] **is not,** [ ] **is required to sign this document and return _____ copies to the Issuing Office.**

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

SUPPLEMENTAL INFORMATION

NOTICE:

The Government intends to award a total of three BPAs in the Technical Domain; one Full and Open (F&O), one Small Business, and one 8A. This is an estimated number only. The Government reserves the right to vary the number of awards depending on the number of responsive quotations submitted.

Eligibility to compete for the anticipated BPA awards is limited to those businesses who hold one of the required GSA schedules and, for the SB/8A awards, who meet the size standards for the NAICS Code applicable to that schedule identified as primary for the EXPRESS program notwithstanding the size representations in FAR 452.212-3 ,Offeror Representations and Certifications-Commerical Items (Dec 2012). NAICS/size standards for the Technical Domain are in Section L-1.1.

The required schedules are: 871-Professional Engineering Services (PES), 874V-Logistics Worldwide (LOGWORLD), 874-Management Organizational and Business Improvement Services (MOBIS), 70-Information Technology (IT), or a 00CORP-Consolidated Products and Services Schedule (formerly Corporate Schedule) including appropriate PES, LOGWORLD, MOBIS, or IT Special Item Numbers.

The Offeror's business size for this quotation will be determined by the small business representations made on the GSA Schedule identified as primary, for the applicable NAICS code as noted in Section L-1.1.

EXPEDITED PROFESSIONAL AND ENGINEERING SUPPORT SERVICES
(EXPRESS)
BLANKET PURCHASE AGREEMENT (BPA) FOR THE
TECHNICAL DOMAIN

The Offeror shall provide the following information:

ADMINISTRATIVE DATA

Primary Point of Contact:

Complete Name, Title, Corporate Address:

Electronic mail address and phone number:

Alternate Point of Contact:

Primary Schedule:

NAICS: (See L-1)
Size Standard: (See L-1)

What is your business size?

Are you an 8(a), Small Disadvantaged Business, Woman Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, or Hubzone? If yes, identify your status.

Enter your CAGE CODE:

Enter your DUNS NUMBER:

Enter your TIN:

List Team Members/FSS Schedule Number/Business Size Status

List Subcontractor/Size Status

(1) This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number (primary schedule) and FAR 8.405-3. The contractor is required to notify the Army Contracting Command - Redstone (ACC-RSA) PCO of any changes made by GSA to the applicable schedule and shall resubmit the updated schedule within 10-days of receipt of the modification.

(2) DESCRIPTION OF THE REQUIREMENT/STATEMENT OF WORK
The BPA holder (hereinafter referred to as the contractor) shall provide advisory and assistance services in accordance with the statement of work set forth in Attachment 1. This BPA is for support to the U.S. Army Aviation & Missile Command (AMCOM) and its customers, including geographically separated units.

(3) SCOPE

The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order issued under this BPA.

(4) NOTICE: SOLICITATION/TASK ORDER OMBUDSMAN

The U.S. Army Aviation and Missile Command (AMCOM) has established the office of Ombudsman to assist industry in removing unnecessary and burdensome requirements from AMCOM solicitations. If you feel that this BPA or any task order issued under the resulting BPA contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the AMCOM Ombudsman at 256-876-6659 or e-mail at tim.kirkpatrick@us.army.mil. The PCO/Ombudsman should be advised at least five (5) days prior to the TORFQ closing date of any deficiency. You may also write to:

Commander, U.S. Army Aviation and Missile Command
Solicitation/Task Order Ombudsman
ATTN: AMSAM-OM (Mr. Timothy R. Kirkpatrick)
Redstone Arsenal, AL 35898

(5) SUBCONTRACTING AND TEAMING RELATIONSHIPS

a. Subcontracting and Contractor Teaming arrangements by FSS contractors are encouraged to ensure mission success. If an entity is identified as a team member, effort proposed for performance by that entity shall be priced based on the team member's GSA schedule. If an entity is identified as a subcontractor in the contractor teaming arrangement, effort proposed for performance by that entity shall be mapped into the contractor's GSA schedule rates. For full and open efforts, the contractor may propose direct task order awards to small business team members. For efforts that are set-aside for small businesses, only small business contractors may propose direct awards to small business team members. A team member receiving a direct award may utilize other BPA Team members and/or subcontractors on the BPA Team mapped to the direct awardee's GSA schedule rates, if allowed by the contractor teaming arrangement. In rare instances, a subcontractor not on the BPA Team may be proposed in the ODC line in response to a specific TORFQ. If a task order is awarded to a contractor who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). However, the contractor shall provide sufficient data for the Government to determine the price reasonableness of the subcontractor's proposed rates.

b. An entity identified as a team member on the Team File may be proposed as a subcontractor, in response to a specific TORFQ, if allowed by the contractor teaming arrangement. In this instance, effort proposed for performance by that entity shall be mapped into the contractors GSA schedule rates or, in the case of a direct award, mapped to the direct awardees GSA schedule rates, if allowed by the contractor teaming arrangement.

c. During annual open season, the contractor may restructure its team, to include changing subcontractors to team members, changing team members to subcontractors, revising teaming arrangement(s), and/or adding new team members/subcontractors as needed. In rare instances, unforeseen and/or urgent additions of team members and/or subcontractors outside of annual open season may be approved. Approval shall only be given by the contracting officer.

(6) LABOR CATEGORIES AND ACCOMPANYING RATES

The contractor shall maintain an accurate team file, utilizing the MS Excel worksheet format in Attachment 4 and listing the following information: Prime, Team members, Subcontractors, business size status, applicable GSA Schedule Numbers, and a current schedule of GSA labor categories, rates, minimum education and minimum experience requirements for the contractor and each team member. The contractor shall update the team file and provide revisions to the PCO as changes occur.

(7) RIGHTS / GUARANTEES

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the Government to solicit or issue a task order. The Government reserves the rights to issue no Task Order Request for Quotations (TORFQs), and no task order awards under this BPA.

(8) CONTRACT DATA REQUIREMENTS

Contract data requirements shall be in accordance with Exhibit A, DD Forms 1423, Contract Data Requirements Lists. Specific contract data requirements shall be specified in each task order issued, as required. All data deliverables shall be submitted electronically in Microsoft Office suite of software.

(9) SECURITY

In accordance with the clause entitled "Security Requirements", FAR 52.204-2, and Attachment 3 hereto (DD Form 254, Contract Security Classification Specification), the minimum security classification under this BPA is SECRET. The contractor shall comply with the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 for the control and handling of classified, export controlled and unclassified information provided to the Contractor. The Contractor, its facility and its employees engaged hereunder shall possess the necessary security clearances in compliance with the NISPOM. Specific security requirements shall be addressed in individual task orders. Security clearances for Contractor employees engaged hereunder will be certified to the organizations visitor control center, in accordance with the NISPOM prior to conduct of classified business under this BPA. The Contracting Officer's Technical Representative for Security and Foreign Disclosure matters will be the requiring elements Security and Foreign Disclosure Office. When visiting or working on Government sites, Contractor personnel or any representatives of Contractor personnel shall comply with all Security regulations, rules, and policies of the Government facility.

(10) DATA/SOFTWARE AND OZONE DEPLETING SUBSTANCES

Regardless of whether the use of Ozone-Depleting Substances (ODS) has been approved for this BPA, ODS/Ozone-Depleting Chemical (ODC) specifications or requirements shall not be incorporated into data or software delivered hereunder, including the initial preparation of or any changes, updates or modifications made to Technical Data Packages (TDPs), Depot Maintenance Work Requirements (DMWRs), drawings or manuals, unless specifically authorized in the task order or approved in writing by the Contracting Officer in advance of performance.

(11) AUTHORIZED ORDERING AGENCIES

a. The following Government Agencies are authorized to issue task orders under this Blanket Purchase Agreement:

U.S. Army Contracting Command Redstone (ACC-RSA), Redstone Arsenal, AL 35898

b. The U.S. Army Contracting Command Redstone (ACC-RSA) may modify this Blanket Purchase Agreement by a unilateral modification authorizing or deleting additional ordering agencies

b. The U.S. Army Aviation and Missile Command may modify this Blanket Purchase Agreement by a unilateral modification authorizing or deleting additional ordering agencies.

(12) PRESERVATION/PACKAGING/PACKING

All unclassified data delivered under this BPA shall be packaged, packed, and marked as necessary to assure safe delivery to the addressees indicated on the DD Form(s) 1423. All classified data generated under this BPA shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), dated January 1995, and the intelligence addendum attached to the contract DD Form 254, Contract Security Classification Specification, set forth at Attachment 3, hereto.

(13) INSPECTION AND ACCEPTANCE OF TECHNICAL DATA/CONTRACT DATA REPORTING

Inspection and Acceptance (DD Form 250) of Technical Data/Contract Data Reporting delivered under this BPA shall be performed at Destination by the Contracting Officer. DD250s are required upon completion of each task order (or as otherwise stated in CDRLs in individual task order requests for quotations). Individual task orders may impose special DD250 or approval requirements, subject to negotiation.

(14) PERIOD OF PERFORMANCE

The period of performance for a resulting BPA is one year. The BPA period of performance may be extended annually in accordance with the Award Term procedures described herein. The required period of performance for task orders awarded under this BPA will be specified in eachtask order. The total period of performance for a task order, including options, will not exceed five (5) years from the date of task order award.

(15) PLACE OF PERFORMANCE

The Contractor may be required to perform services ordered hereunder off-site (any facility or location utilized by the Contractor in performance of a task order issued against this BPA which is not under the control of a Government agency, e.g. Contractor's home or branch office) or on-site (any facility or location where performance is required or directed under a task order issued against this BPA which is not under the control of the contractor, e.g. U.S. Government base or installation, or other contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required by individual task orders.

(16) INVOICE/BILLING PROCEDURES

a. Invoices shall be submitted electronically, via Wide-Area Workflow (WAWF). Invoices shall be prepared in accordance with paragraph (g) of FAR Clause 52.212-4 - Contract Terms and Conditions - Commercial Items. For fixed rate (level of effort or completion), time and material, or labor hour task orders, with reimbursable material and/or travel cost, the contractor shall bill using a cost voucher. CONTRACTORS ARE TO USE COST VOUCHER AS THE DOCUMENT TYPE. Unless the contractor is authorized to direct bill, interim cost vouchers are to be submitted through DCAA for payment (the cognizant DCAA DODAAC should be requested through the ACO). All final vouchers must be submitted through DCAA, to the ACO for approval prior to payment. Concurrent with the submission of invoices to the paying office, one (1) copy of the invoices shall be furnished to the Contracting Officer through EXPRESS NET and one (1) copy to the designated Contracting Officer's Representative (COR) or Technical Monitor for review. (WIDE AREA WORK FLOW ALLOWS USERS TO INCLUDE ADDITIONAL EMAIL ADDRESSES, AS A MEANS OF PROVIDING NOTIFICATION OF INVOICE SUBMISSION). PLEASE ADD THE NAME AND EMAIL ADDRESSES OF THE COR AND ACO) after each payment submission. THE FOLLOWING INFORMATION IS PROVIDED FOR USE IN WIDE AREA WORK FLOW:

ISSUED BY: (DODAAC) W31P4Q

ADMININSTERED BY (DCMA OFFICE) - Located in block 7 of individual task orders

b. The contractor shall prepare all invoices at the contract/subcontract line item (CLIN/SLIN)/ACRN level and so specify on all invoices submitted. Likewise, the Paying Office will ensure that all invoices are disbursed as indicated on the invoices.

c. The contractor shall identify on each invoice: (1) the contract number, (2) the task order number, (3) the CLIN/SLIN and/or CLIN/SLIN number, (4) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," and (5) the PRON; and (6) in the address block, the contractor Taxpayer Identification Number, point of contact, and telephone number.

d. The Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

e. Billing labor rates shall reflect the current GSA FSS rate less any applicable discount provided at the BPA or task order level.

f. Direct Materials - Reimbursement of direct materials shall be limited to materials specifically stated and defined in the task order Performance Work Statement (PWS) which enter directly into the deliverables, or which are used or consumed directly in connection with the furnishing of the deliverables.

g. Material Handling/Burden Costs - Reimbursement of material handling/burden costs not included in the labor rates shall be in accordance with the GSA schedule.

h. Other Direct Costs (ODCs) - Backup documentation for ODCs shall be provided for review and examination at Government request.

(1) Travel - The contractor will be reimbursed for travel expenses incurred by its employees performing work under individual task orders in accordance with the Joint Travel Regulations (JTR) and the following:

(a) Transportation within the Continental United States (CONUS) and Outside the Continental United States (OCONUS) shall normally be made by commercial carrier and cost paid by the Contractor, subject to reimbursement on presentation of properly certified claims in accordance with the Contractor's travel policies and method of billing as set forth in the Contractor's FSS schedule.

(b) Transportation by personal or rental automobile may be used when determined by the COR/TM to be the most economical method of transportation.

(c) The Contractor shall not be reimbursed as a direct charge under this BPA for any costs of transportation for on-base travel on U.S. Government facilities. The Contractor shall not be reimbursed for costs associated with Contractor personnel travel to and from their place of residence to their primary duty station. Local travel in performance of a task order will be reimbursable on a case-by-case basis at the Contracting Officer's discretion.

(d) All allocable and allowable travel (including per diem) will be billed in accordance with the Joint Travel Regulations (JTR) and the Contractor's cost accounting system.

(2) The contractor shall be reimbursed as a direct charge under this BPA for necessary costs associated with deployment of contractor personnel to include items such as dental panographs, physical exams, immunizations (applicable to country locations), eye glass inserts for protective masks, training, and specialized clothing and equipment. These costs will be negotiated on a case-by-case basis.

(3) Any Other Direct Costs (ODCs) reimbursable under this BPA shall be identified at the task order level.

i. Hours claimed for payment and included in invoices shall be separately identified to the period in which they were incurred for verification and comparison with the Contractor's Progress, Status and Management Reports.

j. Billing Period - Vouchers shall be submitted with a frequency no greater than once per month. However, the Government may allow billing every two weeks, on a case-by-case basis.

(17) CONTRACTOR WEB SITE / ELECTRONIC INTERFACE

Each BPA holder shall maintain a secure website throughout the period of performance of the BPA in order to electronically interact with the EXPRESS contracting office via EXPRESS Net. Details of the required interface will be provided upon BPA award and will not require extraneous material resources. The media used for all submissions shall be compatible with the Microsoft Office software suite. The Government will provide EXPRESS BPA holders with logins and Express Net training material.

The U.S. Army Contracting Command-Redstone will require users to use a public-key infrastructure to login to the upcoming release of the upgraded Express Net application.

The Army implemented the Common Access Card Cryptographic Logon, which requires a smart card and a personal indentification number or an approved ECA Certificate from one of the approved vendors to gain access to the information systems that access classified and unclassified networks.

The Department of Defense requires the DoD Partners get and use certificates issued by an approved external PKIs provider when interacting with DoD PK-Enabled information systems; accessing DoD sensitive informaiton; or engaging in any other transactions requiring data integrity, confidentiality, or nonrepudiation of DoD information.

DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to industry partners and other external entities and organizations. The ECA program is designed to provide the mechanism for these entities to securely communicate with the DoD and authenticate to DoD Information Systems.

At present time, ECA Certificates can be purchased from one of the approved vendors listed below:

Operational Research Consultanats, Inc.
http://www.eca.orc.com
email: ecahelp@orc.com
phone: 800-816-5548

VeriSign, Inc
http://www.verisign.com/eca
email: eca-support@verisign.com
phone: 866-202-5570

IdenTrust, Inc.
http://www.identrust.com/certificates/eca/index.html
email: helpdesk@identrust.com
phone: 888-882-1104

(18) RELEASE, ACCESS, AND DISSEMINATION OF FOREIGN INTELLIGENCE INFORMATION

Contractor access to intelligence may be required in order to perform certain task order PWS requirements. Access to intelligence information pertinent to contract performance is authorized for the duration of each individual task order and shall be obtained by directing specific requests to the Senior Intelligence Officer (SIO) of the procuring activity with a copy furnished to the Contracting Officer. The Contracting Officers technical representative for intelligence will be the AMCOM SIO or his/her designated representative, ATTN: AMSAM-IS. Certification of intelligence need-to-know for each task order will be made by the SIO. Release of all intelligence to Contractors will be made only by the SIO or his/her designated representative. Classified information may be provided on request up to and including the level of the contractors facility clearance for classified information, provided the information is required by the task order statement of work and the requirements of AR 381-1 are satisfied. Intelligence information shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM) and the intelligence addendum to the DD Form 254, Contract Security Classification Specification, set forth as Attachment 3, hereto.

(19) CONTRACTOR ACCESS ONTO GOVERNMENT FACILITIES DURING GOVERNMENT HOLIDAYS OR WEEKENDS

a. For security reasons, Contractor personnel will not be allowed access into Government facilities during Government holidays, weekends, non-duty hours (1730-0630) or other times when Government employees are not in attendance (e.g. Organization Day, inclement weather closing), unless escorted at all times by a U.S. Government employee (civilian or military) who works in the area for which entry is required.

b. The contractor shall coordinate with the Provost Marshal Office prior to task order performance in order to organize and obtain contractor employee badging and vehicle registration IAW AR 600-8-14. Contractor personnel shall wear a badge at all times when performing on-site work under this BPA.

c. Contractor work hours at Government facilities shall be coordinated with the Contracting Officers representative.

d. Exception to this provision will be addressed on an individual task order basis. In all cases where unattended access to Government facilities is authorized by the Contracting Officers Representative (COR), or Technical Monitor if no COR is appointed, the contractor shall operate in accordance with the following security publications:

AR 190-11, 15 Nov 06, Chapter 5, Physical Security of Arms, Ammunition and Explosives (AA&E)

AMC Suppl 1 to AR 190-11, 8 Jan 01

AR 190-13, 30 Sep 93, The Army Physical Security Program

AMC Suppl 1 to AR 190-13, 1 Dec 00

AR 190-51, 30 Sep 93, Security of Unclassified Army Property

AR 380-5, 29 Sep 00, Department of the Army Information Security Program

AMC Suppl 1 to 380-5, 2 Feb 06

AMCOMR 190-1, 15 Mar 99, Redstone Arsenal Physical Security Program

FM 3-19.30, 8 Jan 01, Physical Security

Compliance with FAR 52.237-2, Protection of Government Buildings, Equipment, and Vegetation, is required.

(20) PERSONNEL SECURITY REQUIREMENTS

All contractor personnel working with national defense information shall have personnel security investigations equal to that required for DOD personnel performing like duties. Personnel performing critical-sensitive duties require a single scope background

investigation. Personnel performing non-critical sensitive and non-sensitive duties require a national agency check with written inquiries.

(21) INFORMATION ASSURANCE (IA) SECURITY REQUIREMENTS

a. All contractor personnel performing ADP I, II, or III duties as described in Army Regulation 380-67(Personnel Security Program), Appendix K, shall have appropriate personnel security investigations. Required investigations are single scope background investigation (SSBI) for ADP I positions and national agency check with written inquiries for ADP II and III positions.

b. All ADP systems developed or operated by contractor personnel, to include off-site contractor systems connected to Army systems, shall meet security and accreditation requirements of Army Regulation 25-2 (Information Assurance). Contractor-owned systems processing classified information shall meet requirements of the NISPOM, Chapter 8.

c. Access to Restricted Areas, Sensitive Information, or Equipment Not Involving Access to Classified Information. Access to restricted areas, sensitive information, or equipment by DOD military, civilian, or contractor personnel will be limited to those individuals who have been the subject of a favorably completed investigation or who are under the escort of appropriately cleared personnel for work being performed on Government facilities on Redstone Arsenal. Where escorting is not practical and the requirement is stipulated in writing (Scope of Work, SOP, or MOU), a National Agency Check (NAC) for civilian employees, for military, or for contractor employees will be conducted and reviewed by the Intelligence and Security Directorate.

d. Personnel Occupying Information Systems Positions Designated ADP-I, ADP-II, and ADP-III. DOD military, civilian personnel, consultants, and contractor personnel performing on unclassified automated information systems may be assigned to one of three position sensitivity designations listed below.

(1) ADP I positions are designated critical sensitive positions and require a favorably completed SSBI prior to access to any Government system. ADP-I positions are those where the incumbent is directly responsible for the planning, direction, and implementation of the activity's information systems security program; individuals whose major responsibility is the direction, planning, and design of computer systems (both hardware and software); and individuals who can access a computer system during maintenance or operation in such a way as to cause grave damage or realize a significant personal gain. As a minimum, specific positions which will be designated as critical sensitive are the AMCOM Information Systems Security Program Manager, the AMCOM information Systems Security Manager, the Corporate Information Officer, supervisory personnel of computer hardware and/or software development activities, Level III system administrators, system programmers, network security officers, and software designers and developers.

(2) ADP II positions are designated noncritical-sensitive positions and require a favorably completed NAC for civilians, military or contractors before access to any Government system is granted. ADP II positions are those where the incumbent is responsible for the direction, planning, design, operation, or maintenance of computer systems (both hardware and software), and whose work is technically reviewed by a higher authority of the ADP I category to ensure the integrity of the system. Positions include mainframe/mini-computer operators, hardware designers and developers, Level I and Level II systems administrators, information systems security officers, password managers, and auditors (of system audit trails).

(3) ADP III positions require a favorably completed NAC for civilians, military or contractors and are designated when individuals, who use a computer as an administrative tool, regardless of the classification of data being accessed, are performing ADP III duties. These individuals are "end users" and do not have root access or perform computer security related function for their organization.

(22) GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. Contractor personnel under this BPA shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;

(2) Be placed in a staff or policy making position;

(3) Be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization;

(4) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or other applicable Federal Agencies;

(5) Be used in administration or supervision of military procurement activities.

b. Employee relationship. The services to be performed under this BPA do not require the Contractor or its

employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

c. All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by contractors shall be suitably marked as contractor products and contractor participation in producing the document or report shall be appropriately disclosed.

(23) PROVISIONS FOR CONTRACTOR PERSONNEL AS PASSENGERS IN ARMY AIRCRAFT

Task Orders issued under this BPA may require the contractor to participate in aerial flights, including aviator/crew and non-aviator/non-crew member status, aboard Army aircraft in support of technical observations or tests being conducted by Governmental development and test agencies. Any such requirement shall be specifically approved in writing and in advance prior to flight by the Government Flight Representative (GFR). Personnel not meeting the requirements of paragraph 1-6, AR 95-20, shall, obtain a written authorization approved by the Government Flight Representative (GFR).

(24) TASK ORDER ORDERING PROVISION

The following ordering procedures apply to all Task Orders (TO) issued under this BPA. Any services to be furnished under this BPA will be ordered by issuance of written TOs. In addition:

a. Only an authorized Contracting Officer can issue a TO under this BPA.

b. All TOs are subject to the terms and conditions of the BPA. In the event of conflict between a TO and the BPA, the BPA will take precedence.

c. The Government contemplates award of fixed price and/or fixed rate (level of effort or completion), time and materials, or labor hour TOs under this BPA.

d. All costs associated with the marketing, quotation preparation, presentation, submission and negotiation in response to any task request or task order shall be at the contractor's expense and will not be allowable as a direct charge. Post award Task Order administration shall not be a direct charge to the Task Order.

e. In accordance with DFARS 208.405-70(b), all BPA awardees within each domain will be given the opportunity to compete for task orders exceeding $100,000 within that domain unless one of the exceptions at FAR 16.505(b) (2) (i)-(iii) apply or a Statute expressly authorizes or requires that the purchase be made from a specified source. A direct team member award may be made when the BPA holder proposes that approach. In the event a prime BPA awardees business size status changes from small to large (whether due to business growth or merger/acquisition activity) and the awardees BPA was awarded on a small business basis, the awardees participation as a prime vendor shall be limited to offering direct awards to its small business team members, for full and open Task Order Requests for Quotation (TORFQs) only. This restriction does not limit the prime BPA awardee from participating, in those task orders awarded on a full and open basis, as a large business in a team member capacity under the direct awardees quotation or as a large business team member/ subcontractor under other prime vendors quotations. This restriction also does not limit the prime BPA awardee from participating in those task orders awarded on a small business set-aside basis, as a large business in a subcontractor capacity, under the direct awardees quotation or under other prime vendors quotations. This restriction will become effective upon the prime BPA awardees recertification from small to large business on its primary GSA schedule. Furthermore, the Government may identify and set aside an entire task order for small business/socio-economic program participation at the prime vendor level.

f. No work shall be performed and no payment will be made except as authorized by a TO. The contractor shall not proceed with any work pursuant to this section until a written task order is issued by the Contracting Officer.

g. The Government's selection decision on each TO evaluation shall be final. Protests are allowable only in accordance with FAR 16.505(a)(10).

h. The Government reserves the right to make award without discussions.

i. TO award(s) will be made to the contractor or BPA holder who is determined to best meet the needs of the Government after consideration of all evaluation criteria. In making the best value determination, it is possible that after conducting a tradeoff analysis, the lowest priced response may not necessarily represent the best value. After responses have been evaluated in accordance with the criteria identified in the TORFQ, and the contractor's rates have been verified, the order will be placed with the contractor that represents the best value to meet the Government's needs.

j. In conducting the TO evaluation, the Government may use data provided by the offeror as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead). While the Government may elect

to consider data obtained from other sources, the burden of providing thorough and complete information rests with the contractor/BPA holder.

k. Task Orders will be generated and distributed using the EXPRESS Net system.

l. Discounting will be allowed at the BPA level and/or task order level. The Contractor's task order quotation shall include both the GSA FSS labor rates and the discounted rate, if applicable.

m. The contractor shall submit an OCI Certification in response to each TORFQ, utilizing the format set forth in Attachment 5.

n. Oral Presentations. TORFQs may require oral presentations. Specific instructions will be provided in TORFQs, as applicable.

o. Technical Instructions (TI). The following provision shall apply for task orders containing TIs:

(1) Technical direction to perform effort under the TO PWS may be given by means of TIs issued in numerical sequence. TIs may be issued with option exercise modifications to describe the effort to be performed. Each TI shall establish the effort to be expended for its performance and may include the number of manhours, travel, direct material, and/or other direct costs which shall not be exceeded. The TI may be used to:

(a) Specify tasks to be accomplished under the TO PWS.

(b) Specify performance milestones and metrics (if applicable).

(c) Specify number of manhours to accomplish task within limits established in TO.

(d) Specify deliverables within those specified in TO.

(e) Provide other direction as may be required to successfully achieve the objectives of the TO within the parameters established by the TO PWS.

(2) A TI shall not, in any event, alter or modify the scope or terms of either the specific task order, the BPA or the FSS Schedule. If the contractor believes that a TI has been issued that will alter, modify, or amend the scope or terms of the task order, BPA or FSS Schedule, then the contractor shall promptly notify the Contracting Officer as required by FAR 52.243-7.

(3) A TI shall be issued by the Contracting Officer as an attachment to task order modifications and transmitted to the contractor.

(4) A TI may be modified, cancelled, or superseded anytime by issuance of a new TI.

(5) In case of extreme urgency, the Contracting Officer may instruct the contractor by telephone, but this shall be followed by a signed, approved TI.

(6) The TI shall clearly be tied to the applicable TO SLIN (if applicable) under which the effort is to be performed. If the TI is used to identify the price of that individual effort, in no event shall the total number of labor hours and price issued under a series of TIs exceed those labor hours and price set forth in section B of the specific task order for a particular SLIN.

(7) TIs are not intended to replace informal direct communication or nondirective information between the contractor, the contractor's team members/subcontractors, and Government personnel.

(8) TIs may be issued during the course of task order performance to provide technical direction that may more closely reflect new information or changed priorities within the TO SOW.

(25) Ordering Procedures for Task Orders

a. When the Government has a requirement for services to be performed under this BPA, the Contracting Officer will issue a Task Order Request for Quotation (TORFQ). The Contracting Officer will post draft task order requirements on Express Net for five days to promote a fair opportunity for consideration. During this period, contractors will be afforded the opportunity to submit questions, or comments regarding the draft requirement. At the conclusion of this five-day period a final TORFQ will be issued. In addition to written responses, the contracting office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.

b. In the event of an urgent requirement, the Contracting Officer may omit posting of the draft task order requirements or shorten the 5 day draft task order requirement period..

c. Evaluation criteria for specific efforts will be set forth in the individual TORFQ. Options included in any order resulting

from a TORFQ will be evaluated in accordance with FAR 52.217-5, Evaluation of Options (JUL/1990).

d. Requirements for each task order quotation shall be defined at the time of issuance. A not-to-exceed amount for travel, direct materials and/or other direct costs shall be specified in the TORFQ.

e. Upon receipt of any task order issued hereunder, the Contractor, pursuant to such an order shall furnish to the Government, services, materials, and/or ODCs at or below the prices set forth in this BPA. All efforts specified shall be performed in the most economical and expeditious manner by skilled personnel and shall be in conformity with the highest standards and practices. It is anticipated that quotations submitted in response to a TORFQ may include multiple schedules considered applicable to the requirement. Offerors shall identify the SINS necessary to perform TO PWS requirements in accordance with the proposed approach. Any SINs identified must be covered by the GSA schedule award of the team leader (if the team leader or a subcontractor is to perform the effort) or team member (if a team member is to perform the effort). The established rates on the GSA schedule contract, less any proposed discount at the BPA or task order level will prevail unless schedule rates are revised in an amount lower than the previously established rates. Task orders under this BPA shall be issued at the sole discretion of the Government.

f. Performance-Based task orders are encouraged and preferred. The appropriate contract type and application of performance based contracting will be determined based on the circumstances of each individual task order.

g. Incidental Items and Other Direct Costs. Contractors are encouraged to provide materials through GSA Schedules. When necessary, open market/non-schedule items may be added to task orders on a cost-reimbursement basis. Open market/non-schedule items will be separately identified on the order and will not be subject to the GSA Industrial Funding Fee. As the Ordering agency, AMCOM will comply with all applicable acquisition regulations for such items and may request cost and pricing data in accordance with FAR 15.403-4, if open market/non-schedule items exceed $650K.

h. Task orders for services and data shall be issued in writing, dated and numbered. Task Orders will set forth (i) the services and data being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, (v) packing and shipping instructions, if any, and (vi) funds obligated. Modifications to task orders may be issued only in writing. Each task order will allot specific, funding amounts for each CLIN/SLIN.

i. Upon completion of a task order, any and all excess funding may be deobligated by executing a bilateral modification to the respective task order.

j. The Government reserves the right to not award a task order after issuing a TORFQ.

k. The contractor shall submit the TORFQ responses utilizing the EXPRESS Net system.

(26) TASK ORDERS WITH OPTIONS

The Contracting Officer may issue task orders that include options under any of the following conditions:

a. The services being acquired are highly unique or specialized; or

b. The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

c. Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(27) OPTION FOR INCREASED EFFORT

The following provision shall apply for task orders containing options:

The Government may unilaterally increase the effort called for in a task order awarded under this BPA in accordance with the following provision:

a. The Government may unilaterally increase the effort called for herein by requiring the delivery of the line items identified in the schedule of the task order as an option item, in the quantity and at the option price specified in each option exercise modification. As a part of each option, the Government shall select the labor skill mix and the number of hours for each skill by specifying the labor categories. The Contracting Officer may exercise the options at any time within the option exercise period stated in the task order by giving written notice to the contractor. The Contractor shall maintain the capability to commence work on any option exercised under the Task Order within 3 working days after receipt of option.

b. The option exercise period (the period of time in which the Government may elect to exercise options in whole or in part) shall be set forth in individual task orders.

c. The following provisions are applicable to all options:

1. The Government may unilaterally exercise a portion of any option more than once during the period in which the respective option may be exercised.

2. At the time of a TI option exercise, the Government shall identify the specific Statement of Work (SOW) paragraph (s), appropriated funds, the period of performance; and Technical Instructions. Any anticipated material/travel shall be identified and funded.

3. Unless the task order provides otherwise, the following variance provision is applicable to all level of effort task orders:

The hours stated for each labor category are deemed estimated hours. The contractor is authorized to vary the estimated number of hours in the authorized labor categories without prior approval of the Contracting Officer or the Contracting Officer's Representative up to 10% of the total number of hours, provided the total hours and cost for the Sub-Contract Line Number (SLIN) are not exceeded. Variances in excess of 10% require the prior approval of the Contracting Officer's Representative. In no event shall the total hours and/or estimated price for the Sub-Contract Line Item Number (SLIN) be exceeded.

(28) TASK ORDER LABOR CATEGORY/HOURS

Each task order shall set forth approved labor categories, labor hours, and any other travel/direct material/other direct costs, as applicable, identified separately for the prime/team leader and any team member/subcontractor(s). The Contractor shall not utilize any labor category not specified in the task order. If additional labor categories and/or hours are required during performance of the task order, the Contractor shall provide notification to the Contracting Officer. A separate CLIN/SLIN may be established for labor hours, travel, direct materials, other direct costs. Travel, direct materials, and other direct costs (and associated indirect costs) CLIN/SLINs shall be cost-reimburseable, no fee or in accordance with the provisions of the FSS schedule (as applicable).

(29) RELEASE OF CONTRACT DATA DELIVERED UNDER THIS CONTRACT
Data generated as a result of any task order issued IAW this BPA shall not be released to any agency other than those specifically listed in each Contract Data Requirement List(s), DD Form(s) 1423, set forth in each task order, without the express written consent of the Contracting Officer. If such consent is granted, the Contractor shall provide to the Contracting Officer a copy of the transmittal correspondence.

(30) CONTRACTOR INSURANCE REQUIREMENTS

In accordance with FAR 52.228-5, Insurance -- Work on a Government Installation, the prime/team leader, any subcontractor, and any team member shall carry insurance of the types and in the minimum amounts set forth in FAR 28.307-2.

(31) GOVERNMENT FURNISHED PROPERTY

a. The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-1.

b. Any Government Furnished Property/Equipment required for a specific task order will be set forth in the order.

(32) TRAINING OF CONTRACTOR EMPLOYEES

The Contractor shall provide only fully trained, experienced and technically proficient personnel. The Contractor shall not bill for labor hours or travel costs associated with Contractor employee training unless specifically required and authorized in a task order; however, with appropriate Government approval Contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

(33) NEWS RELEASES

No news releases (including photographs and films, public announcements or denial or confirmation of same) on any part of the subject matter of this BPA or any phase of any task order hereunder shall be made without prior written approval of the Public Affairs Officer, Redstone Arsenal, Alabama. AR 360-1, Army Public Affairs, Public Information, contains guidance on this subject.

(34) SAFETY

a. The contractor shall be responsible for providing all needed safety equipment, instruction/training, and health evaluation/examinations for the contractor employees performing under task orders issued IAW this BPA. The contractor shall comply with all Occupational Safety and Health Administration and Environmental Protection Agency regulations in performing task orders issued IAW this BPA.

b. The contractor shall provide licensed equipment operators as required by local, state, and federal laws. Contractor personnel may be required to ride in test vehicles, work in laser operation areas, operate specialized equipment, and work in explosive test facilities. The contractor shall provide personnel working in laser areas with ocular medical surveillance and appropriate protective eyewear as prescribed in TB MED 524. The contractor shall provide protective clothing and equipment to personnel working in explosive areas. The contractor shall provide Hearing protection, screening and surveillance testing as required by appropriate local, state and/or federal laws and regulations.

(35) ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual task orders placed under this agreement. All task orders will individually cite funding for Labor Hours, Direct Materials (including associated indirect costs) and ODC's. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

(36) KEY PERSONNEL

Contractor Personnel serving in program management roles are considered to be critical to the successful performance of this BPA. Prior to replacing key personnel to the BPA or task orders, the contractor shall provide written notice to the contracting officer. The advance notice shall detail the proposed changes and demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced. This requirement is applicable to both prime contractor/team leader and team member/subcontractor key personnel.

(37) CONTRACTOR PERFORMANCE DURING TIMES OF HEIGHTENED SECURITY AND/OR LIMITED ACCESS

To ensure that all hours and/or services under BPA task orders are performed and/or delivered by the contractor, during times of heightened security and/or limited access to a Government facility the COR and prime contractor may enter into an agreement that the hours specified in the Task Orders may be worked at varying times and locations consistent with the Government's requirement and good order. Under emergency situations, the hours worked shall be billed at the rates specified in the Task Order, regardless of the place of performance.

(38) POST/BASE CLOSURES

a. From time to time, the base commander may close all or part of the base in response to an unforeseen emergency or similar occurrence. Such emergencies include: heightened security, adverse weather such as snow or flood, an act of God such as tornado or earthquake, or a post/base disaster such as a natural gas leak or fire. Unless otherwise specified in the task order, Contractor personnel are non-essential personnel for purposes of any instructions regarding the emergency.

1. Contractor personnel shall be officially dismissed upon notification of a base closure in accordance with paragraph B. After all Government furnished property is appropriately secured, contractor personnel shall evacuate in an expedient but safe manner.

2. With regard to work under the BPA task orders, the Government shall retain the following options:

a. The Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

b. The Government may forgo work. The contractor will not be paid for work not performed.

c. The Government may reschedule the work on any day satisfactory to both parties.

b. Post/Base Closure Notification Procedures:

1. After an official decision to close the base has been made by the base commander, the contractor is directed to listen or watch the local radio or television stations for notification of a base closure. The contractor shall comply with instructions intended for non-essential personnel.

2. The contractor will not receive any other form of notification of a base closure from the Government. The contractor is responsible for notification of contractor employees.

3. If a decision to close all or part of the base is made during the duty day, and the base commander's decision is transmitted through official notification channels, the contractor shall comply with the instructions as given.

(39) CONTRACTOR PERSONNEL DEPLOYMENT

a. This clause applies to all contractor personnel which includes contractor employees, subcontractors and team members.

b. The Government may require the contractor to perform in support of deployment for contingency or training operations. The contractor and its personnel shall use good faith efforts to continue to provide services according to the terms and conditions of this BPA until evacuated by appropriate Government authorities or unless prevented from performing by Government actions.

c. No change in the scope or within the scope of this BPA which would effect a change in any term or provision of this BPA shall be made except by modification executed by the Contracting Officer. The contractor shall ensure that all contractor personnel are knowledgeable and cognizant of this contract clause. Changes to contract effort accepted and performed by contractor personnel outside of the scope of this BPA without specific authorization of the Contracting Officer shall be the responsibility of the contractor.

d. The Contracting Officer may change the priorities of the contractors activities within the terms and conditions of the BPA/Task Order.

e. The contractor is responsible for supervision and direction of all contractor personnel and for on-site liaison with functional U.S. organizations. The contractor and its personnel shall not supervise or be supervised by Government personnel.

f. The contractor shall ensure that all deployed contractor personnel comply with all directives, operating procedures, policies, rules, regulations, guidance, instructions, and general orders issued by the Theater Commander or his/her representative, to include those based upon the need to ensure mission accomplishment, force protection, and safety. The contractor shall ensure that all deployed contractor personnel follow reporting procedures for entering and exiting the area of operations.

g. The contractor shall request guidance from the Government Operations Center if it or its personnel are approached by members of the news media seeking interviews or information on participation in the mission/operation.

h. The contractor shall comply and ensure that all deployed personnel comply with pertinent Department of the Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations, and international agreements (e.g., status of forces agreements, host nation support agreements) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer. Contractor personnel serving with or accompanying an armed force in time of war (i.e., a Congressionally declared war) are subject to the Uniform Code of Military Justice. Contractor personnel who are retired members of the military may be subject to action under the Uniform Code of Military Justice.

i. The contractor shall take reasonable steps to ensure the good conduct of its personnel. The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor personnel performance and conduct problems identified by the Contracting Officer. Contractor personnel may have administrative privileges, access to facilities, and/or any special status limited, suspended, or revoked for failure to comply with BPA requirements. The Contracting Officer may require the contractor, at the contractors expense, to remove or replace any contractor personnel failing to adhere to any BPA requirements and/or any contractor personnel whose conduct endangers persons or property or whose continued employment is inconsistent with the interest of military security. The contractor shall provide to the Contracting Officer a list of its personnel entering, leaving, or in the area of operations.

j. The contractor personnel deploying to support this contract will be administratively assigned to the designated Theater Logistics Support Element for accountability purposes. The contractor and its personnel shall comply with all required reporting instructions and procedures required by the Theater Logistics Support Element Commander.

k. The contractor shall ensure that its personnel understand the potential danger, stress, physical hardships, and field living conditions that may exist during deployment. The contractor shall conduct physical and medical evaluations of all of its personnel to be deployed to ensure that they are capable of enduring the rigors of deployment in support of the military operation, to include meeting the requirements in paragraph r. The contractor shall replace personnel at contractor expense, if its personnel depart an area of operations without permission.

l. The contractor shall designate a point of contact for all of its plans and operations.

m. The contractor shall provide, in writing, to all affected contractor personnel, information on personnel benefits due to war exigencies under 33 U.S.C. 901 et seq (Longshoremens and Harbor Workers Compensation Act) and 42 U.S.C. 1651 and 1701 et seq. (Defense Base Act and War Hazards Compensation Act). The contractor and its personnel shall be familiar with DA PAM 715- 16, dated 27 February 1998.

n. As it determines that it is required by the operational situation, the Government will relocate contractor personnel to a safe area or evacuate them from the area of operations.

o. The contractor shall ensure that all deploying contractor personnel receive mission training and successfully complete such training as specified by the Contracting Officer.

p. The Government will provide Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CD) training and standards for deploying personnel as deemed necessary.

q. The contractor shall ensure that prior to deployment, its personnel to be deployed have the following identification cards and tags required for deployment: DD Form 489, which shall be carried at all times when in the theater of operations; personal identification tags, which shall be worn at all times when in the theater of operations; DD Form 93, which shall be carried to the theater of operations and also provided to the Contracting Officer; DD Form 1173 for any authorized access to facilities and use of privileges. Any other requirements will be specified by the Contracting Officer. Upon return of contractor personnel, the contractor shall ensure that all issued identification cards and tags are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official.

r. (1) The contractor shall ensure that contractor personnel to be deployed meet appropriate physical and medical requirements and standards necessary for deployment as determined by the Contracting Officer; (2) The contractor shall be responsible for providing personnel who meet the physical standards, medical requirements and immunization requirements for job performance in the designated theater of operations. Contractor personnel shall bring their shot records to the area of operations. The Government may require medical screening, at the CONUS Replacement Center, of contractor personnel to be deployed, to include DNA sampling and compliance with immunization requirements. For any contractor personnel determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied, the contractor shall provide a replacement having equivalent qualifications and skills in time for the scheduled deployment. Contracting Officer's approval is required in advance of all changes to deployed contractor personnel.

s. (1) The contractor shall ensure that contractor personnel possess the necessary personal and special clothing and safety equipment to execute task order performance in the theater of operations in accordance with the PWS; (2) The Government will provide to the contractor military unique organizational clothing and individual equipment that it determines is necessary;
(3) The organizational clothing and individual equipment issue point will be designated by the Contracting Officer or his/her authorized representative; (4) Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items; (5) The contractor or its personnel shall sign for all Government issued organizational clothing and individual equipment to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of Government issued organizational clothing and individual equipment; and (6) The contractor shall ensure that all issued organizational clothing and individual equipment are returned to the Government. Upon return of organizational clothing and individual equipment to the Government, the contractor shall be responsible for requesting, maintaining and providing to the Contracting Officer documentation demonstrating the return of issued organizational clothing and individual equipment to Government control.

t. (1) The Government may issue weapons (sidearms) for self-defense to contractor personnel. Acceptance of weapons by contractor personnel is at the discretion of the contractor and its personnel. When accepted, contractor personnel are responsible for using the weapons in accordance with the rules of engagement, policies, regulations, instructions, directives, guidance, and orders issued by the Theater Commander, all military regulations, and any contractor policies regarding possession, use, safety, and accountability of weapons and ammunition. Contractor personnel self-defense is not a PWS requirement; therefore, contractor personnel are legally liable for any use that is not in accordance with these above rules, instructions, directives, guidance, orders, regulations and policies. Only military issued ammunition may be used in any weapon that is accepted; (2) Prior to issuing any weapons to contractor personnel, the Government will provide the contractor personnel with weapons familiarization training. If such training is not provided, sidearms will not be issued; (3) Upon return from deployment or notification by the Government, the contractor shall ensure that all Government issued weapons and ammunition are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official; (4) Before acceptance of any weapon by the contractor or its personnel, the contractor shall screen its personnel to ensure that the personnel can be issued a weapon in accordance with U.S. law (e.g., no felony conviction and no misdemeanor conviction for spousal abuse) and applicable host nation laws.

u. The contractor shall ensure that deployed personnel possess the required civilian licenses to operate the vehicles/equipment necessary to perform the task order in the theater of operations in accordance with the PWS. Before operating any military owned or leased vehicles/equipment, contractor personnel shall provide to the Contracting Officer proof of license (issued by an appropriate Governmental authority). The Government, at its discretion, may train and license contractor personnel to operate military or leased vehicles/equipment. While operating a military owned or leased vehicle or equipment, contractor personnel may be subject to the local laws and regulations of the country, area, city, and/or camp in which deployed. Contractor personnel may be subject to criminal and/or civil liability; therefore, the contractor and/or its personnel may be held liable for damages resulting from the unsafe or negligent operation of military owned or leased vehicles/equipment.

v. Contractor personnel shall obtain all passports, visas, and other documents necessary to enter and/or exit. The Government will assist the contractor in identifying documents that are necessary for the particular area of operations. Contractor personnel shall

carry these documents at all times when deployed and overseas in support of military operations. All contractor personnel shall be subject to the customs processing procedures and entrance and exit requirements, to include laws, treaties, agreements, and duties for the country to which they are deploying and the customs requirements, procedures, laws, and duties of the United States upon re-entry.

w. Upon arrival in the area of operations, contractor personnel will receive reception, staging, onward movement, and integration information from the appropriate organization in the area of operations.

x. The Government will provide to contractor personnel deployed in the theater of operations, on a cost reimbursement basis: field living conditions, force protection, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and use of morale, welfare and recreational facilities and activities commensurate with that provided to Department of Defense civilians and/or military personnel deployed in the theater of operations. While living in the field environment, contractor personnel shall maintain a clean living area, be considerate of others, and adhere to the Theater Commanders policies, directives, essential operating procedures, rules, regulations, guidance, instructions, and general orders. The contractor shall thoroughly explain to contractor personnel before deployment the terms and conditions of this BPA and the expected field environment.

y. Contractor personnel shall be subject to the terms and conditions of any Status of Forces Agreements (SOFAs) which may be in effect in the area to which they are being deployed. The contractor shall provide SOFA training to its personnel prior to deployment. The contractor and its personnel shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements. In case of conflict between this BPA and the SOFAs, the terms and conditions of the SOFAs take precedence. If this requires any change to the BPA, the contractor shall notify the Contracting Officer immediately.

(40) ANTHRAX VACCINE IMMUNIZATION

If at any time, and for any period of time, during the performance of task orders under this BPA, whether in direct or indirect support thereof, any contractor personnel must travel to a "high threat" area (including contiguous waters) during a crisis situation, those personnel shall have been vaccinated against the Anthrax virus. Prior to deploying and subject to availability of said vaccine, personnel shall have received at least three (3) vaccinations in the series. In rare circumstances where an individual is unable to take or to continue the vaccinations due to medical or administrative reasons, that person shall be evaluated for deployability in accordance with Armed Services criteria. "High Threat" areas include the countries of Southwest Asia (Kuwait, Saudi Arabia, Bahrain, Jordan, Qatar, Oman, UAE, Yemen, and Israel), other Asian nations (Afghanistan and Pakistan), and the Korean Peninsula. As high threat areas may change at any given time, the contractor shall contact the task order COR to verify threat status prior to deploying OCONUS. DODI 3020.37 (Continuation of Essential DoD Contractor Services During Crisis) provides the definitive guidance in determining applicability. The contractor shall identify all personnel in their employ so classified and provide the names of those individuals to the Contracting Officer. In addition, the contractor will provide an affirmation that those individuals so identified will begin vaccinations after contract modification upon notification by the Contracting Officer.

(41) PERFORMANCE MONITORING

For performance-based task orders, performance metrics will be identified in each task order. Task order performance will be evaluated based upon the identified metrics.

(42) PAST PERFORMANCE

Contractor performance on Task Orders exceeding $1,000,000 (not to exceed amount including ceiling/options) will be assessed under this BPA. For task orders with a period of performance of 12 months or less, a single and final assessment shall be performed when the task order is physically complete. For task orders with a period of performance longer than 18 months, an interim assessment will be prepared every 12 months; a final assessment will be prepared when the order is physically complete. The requirer, the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Quality of Product/Services; Schedule; Cost Control: and Business Relations and Management of Key Personnel. The assessment/review will be accomplished using the Contractor Performance Assessment Review System (CPARS). The completed evaluations shall not be released to other than Government personnel and the contractor whose performance is being evaluated.

(43) EXPIRATION DATE

This BPA will continue at the discretion of the Government in accordance with the provisions of paragraph 14 of this BPA provided the prime contractor maintains a current GSA schedule that has been identified under the applicable domain. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period. The contractor shall not enter into a task order or respond to a TORFQ in which the performance of such is based on an expired GSA schedule.

(44) BPA TERMINATION

This BPA may be terminated by the Government at any time provided at least 30 days advance written notice is provided to the contractor. The contractor, with the written consent of the PCO, may terminate this BPA upon at least 30 days written notice. The parties agree that termination of the BPA does not constitute termination of any active task order issued prior to this the termination notice. Active task orders will be terminated in accordance with FAR 52.212-4.

(45) AWARD TERM CLAUSE

The award term concept is an incentive that permits extension of the BPA performance period beyond the base period for superior performance. The BPA team may earn extensions to the BPA performance period on the basis of performance during the previous evaluation periods. During each year of performance, the quality of performance by each BPA team will be assessed to determine if it is in the best interest of the Government to continue with the BPA relationship. Additional 1 year BPA performance periods may be awarded during each year based on how the contractor has performed against the following criteria:

1. Task Order Performance

2. Actual performance versus proposed goals for:

   (i) Direct awards to small business team members and

   (ii) Small business subcontracting

3. Responsiveness

4. Competitiveness

(1) Task order performance is the most important criteria and is substantially more important than (2) Actual performance versus proposed goals for: (i) Direct awards to small business team members and (ii) Small business subcontracting, (3) Responsiveness and (4) Competitiveness, which are approximately equal in importance.

Changes to the award term criteria may be made unilaterally by the Government prior to the beginning of each award term evaluation period, provided that the BPA team has been given an advance notification of at least 15 days.

Each BPA holder will provide a self evaluation of its performance in relation to the performance criteria in accordance with Exhibit A, Contract Data Requirements List, A054, entitled Performance Review Report.

Performance will also be monitored by Government monitors. The self evaluation and the findings of the Government monitors will be reported to the ATDO (Award Term Determining Official). The ATDO will make the final decision on the award term and the BPA period of performance will be modified to reflect any extensions awarded. The award term decision is final and is not subject to the Disputes clause.

(46) ANNUAL BPA ASSESSMENT (OPEN SEASON)

The program will be reviewed annually to determine whether it would be appropriate to issue a solicitation for the purpose of adding additional BPA holders. If it is in the best interest of the Government, the PCO may conduct an open season competition to add additional BPA holders.

(47) ORGANIZATIONAL CONFLICT OF INTEREST

a. The Government requires technical, programmatic, logistic, and/or business/analytical support services related to concept definition, development, production, fielding, operation, maintenance and training in support of various aviation and missile weapon systems and support equipment to be performed by the contractor under this BPA.

b. The parties hereto recognize that performance of such services creates potential organizational conflicts of interest as addressed in Federal Acquisition Regulation (FAR) Subpart 9.5, Organizational and Consultant Conflicts of Interest. It is the intention of the parties that the contractor shall not engage in any contractual activities which could cause a conflict of interest with its position under this BPA which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this BPA.

c. The contractor shall identify all relevant facts concerning any past, present or planned interest (financial, contractual,

organizational, or otherwise as contractor, subcontractor, or consultant) relating to the work to be performed under the BPA and bearing on whether the offeror has a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given an unfair competitive advantage. In the absence of any such interest, the contractor shall submit a written statement which represents to the best of its knowledge and belief that it does not presently have any organizational conflict of interest which would diminish its capacity to give impartial, technically sound and objective assistance and advice or would result in a biased work product or may result in an unfair competitive advantage. A list of categories and representative examples of AMCOM/PEO missions covered by this BPA is set forth at Attachment 02. It is the contractor's responsibility to identify to the Government any contracts they possess for these systems as a prime contractor, as a subcontractor, or as a consultant with either the weapon system prime contractor or major subcontractor.

d. Whenever, in the performance of this BPA, the contractor prepares, directly contributes to, participates in, or provides recommendations or advice related to the development of specifications, work statements, estimates, data or other information for hardware/software items, the contractor agrees that it shall not enter into any contract either as a prime, a subcontractor at any tier, or a consultant to furnish said items or components thereof during the life of this BPA or though the initial production contract, whichever is longer.

e. The contractor also agrees that it shall not enter into any contract with the item supplier to provide any support, analysis or consulting services. This prohibition will apply through completion of the final task order issued under this BPA.

f. During the performance of this BPA through completion of the final task order, the contractor, its subcontractors at any tier, and consultants are prohibited from analyzing, assessing, and/or making recommendations on any effort/documentation, hardware, software, or components which they produced in any capacity as a prime contractor, a subcontractor at any tier, or a consultant.

g. The parties hereto recognize that during the course of this BPA there is a potential for changes in relationships to occur. Accordingly, the contractor agrees to adjust and take any and all measures deemed necessary to comply with this clause and FAR 9.5. The contractor agrees to immediately notify the Contracting Officer of changes in relationships and provide a description of the action the contractor has taken or proposes to take to avoid, eliminate or neutralize any conflicts of interest which may arise due to said changes.

h. Use of other companies' proprietary data shall be necessary for contract performance. License rights to use this proprietary data shall be obtained either:

(1) By the contractor directly from the owner of the proprietary data or,
(2) By the Government through the use of a Specifically Negotiated License Rights Agreement.

When the contractor has entered into a direct license agreement with the owner of the proprietary data, the contractor agrees to provide a copy of the agreement to the Contracting Officer prior to receiving the proprietary data from the Government. The contractor further agrees that DFARS 252.227-7025(c) shall apply to all data provided to the contractor by the Government. If the Contracting Officer finds that said written agreement is not adequate, the Government has the right to withhold access to the proprietary data. Proprietary data subject to a Specifically Negotiated License Rights Agreement is subject to DFARS 252.227-7025 and will only be provided to the contractor after the contractor agrees with the terms and conditions of the Specifically Negotiated License Rights Agreement. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data.

i. For the purpose of this clause, the term "contractor" means the contractor, including any company or entity of which it is a part (i.e., parent company), its subsidiaries, divisions, affiliates, any joint venture involving the contractor, and any entity which the contractor or any successor or assignee of the contractor uses as a prime contractor, subcontractor, or consultant to either the prime contractor or a subcontractor under this contract.

j. The provisions of this clause are fully applicable to all team members and subcontractors utilized by the contractor and this clause shall be included in all subcontracts, or other teaming arrangements the contractor enters into to support, either directly or indirectly, this contract.

k. No form of "business insulation" technique to avoid, evade or substitute for the restrictions set out herein shall be permitted except in the absolute discretion of the Government, the exercise of which shall not be subject to the Disputes Clause.

l. In the event the contractor breaches or violates any of the restrictions, disclosures or non-disclosures under this provision, the Government may terminate this BPA for default and pursue any other remedies as provided by law.

m. The contractor shall include in any response to a task order RFQ issued pursuant to this BPA, information concerning any work or contracts the contractor has been involved in during the past three (3) years, whether as a prime contractor, subcontractor, or consultant, relative to the categories and representative examples of AMCOM/PEO missions set forth at Attachment 02, in order to ensure that no task order will be issued to a contractor where such past work would create an actual or potential conflict of interest.

(48) INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK) (4-June 2007)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage*HYPERLINK http://www.usfk.mil/ http://www.usfk.mil

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended.

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

In Korea, the Combatant Commander is the Commander, United States Pacific Command.
United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

Commander, United States Forces Korea (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts, and that performance is IAW the SOFA.

(f) The contractors direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed, to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this BPA. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2) (i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean drivers license or a valid international drivers license to legally drive on Korean roads, and must have a USFK drivers license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean drivers license or a valid international drivers license then obtain a USFK drivers license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the

servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and
Disposition of Remains, and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

(49) PROTECTION AND USE OF SENSITIVE PROCUREMENT AND OTHER CLOSELY HELD INFORMATION (4-Mar-2008)

a. Performance of task orders under this BPA may provide contractor personnel direct or indirect access to sensitive procurement and other closely held information, such as Government source selection information (SSI). Direct access occurs when sensitive information is specifically provided to and utilized by the contractor in performing the effort. Indirect access occurs when the contractor's association with such data is incidental to performance of the effort.

b. The unauthorized disclosure of sensitive procurement and other closely held information weakens the integrity of the Government procurement process, compromises the rights of prospective contractors, creates the potential for a real or perceived unfair competitive
advantage, and seriously impacts the Government's ability to provide timely acquisition support to the soldier. The contractor shall diligently protect all sensitive data to which it has access and shall avoid any action that might result in or reasonably be expected to create the appearance of improper disclosure or use of such information.

c. The contractor shall obtain and provide copies to the Contracting Officer and Contracting Officer's Representative (COR), executed non-disclosure agreements from all contractor personnel performing under this BPA. At a minimum, the non-disclosure agreements shall state that the employee (1) understands its obligation to protect the integrity of the Government procurement process and the rights of other contractors; (2) shall not utilize any sensitive information to which it has access for any purpose other than what is intended by the contract, including the creation of an unfair competitive advantage or the opportunity for personal gain; and (3) shall not disclose any sensitive information to any person within or outside the company, other than authorized Government personnel, unless prior written approval is provided by the Contracting Officer. The non-disclosure agreements shall also specify the penalties to be imposed by the contractor if the employee violates the restrictions set forth therein.

d. In addition to the contractor employees executing non-disclosure agreements, the contractor, as an entity, is obligated to negotiate and enter into non-disclosure agreements with the contractors supplying the sensitive procurement and other closely held information in those instances where the supplying contractor requires such an agreement be executed. These non-disclosure agreements shall state that the contractor will (1) protect the supplying contractors and supplying contractors, subcontractors information from unauthorized use or disclosure for as long as it remains proprietary; (2) refrain from using the information for any purpose other than that for which it was furnished and (3) such other reasonable terms as may be requested by the supplying contractors. The requirement for a non-disclosure agreement is in addition to the license referenced in paragraph h, Clause 47 (Organizational Conflict of Interest) unless the license specifically addresses sensitive procurement and other closely held information.

(End of Clause)

(50) SPECIAL AGREEMENT ON LICENSE RIGHTS (20-Dec-2007)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this BPA. The license rights created herein are in addition to any other rights conveyed by the referenced BPA or otherwise possessed by

the U.S. Government.

(b) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Unlimited rights means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term work or works includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this BPA.

(2) For works first produced, created, or generated under this BPA and subject to this clause, the Contractor will mark all works delivered or otherwise furnished under this BPA with the following

The U.S. Government has unlimited rights in this work in accordance with BPA W31P4Q___(TBD)_____, Task Order [Insert applicable task order number]."

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, for the Contractor's copyrighted works not first produced, created, or generated under this BPA and which have been incorporated into the works deliverable under this BPA.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this BPA unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works:

(1) Has affixed to the transmittal document a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable when transmitted to the Contracting Officer.

(e) Government-furnished information. Paragraph (d) of this clause is not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this BPA.

(End of clause)

(51) ARMY PERSONNEL RECOVERY PROGRAM

The contractor is required to comply with and participate in the Army's Personnel Recovery Program (APRP) for Contractors in Korea as a material requirement of the contract when the Contractor's work (including subcontractor effort) includes or involves travel to Korea. Based on the foregoing requirement, the contractor agrees to abide by the following regulations which are hereby incorporated into the BPA: USFK Reg 525-40, entitled "Personnel Recovery Procedures" and AK Reg 95-33, entitled "Personnel Recovery Operations." A copy of both these regulation can be accessed at website: http://8tharmy.korea.army.mil under the publications link and under "regulations" tab. Any cost associated with this requirement will be considered an Other Than Direct Charge (ODC) on applicable task orders. Inclusion of

these policies/regulations in this BPA does not alter the contractor's obligations under DFARS 252.225-7040, to abide by other such policies and guidance.

*** END OF NARRATIVE A0001 ***

A-1 The purpose of Amendment 0002 to RFQ W31P4Q-13-T-0051 is to:

1. The narrative section of page two, SUPPLEMETAL INFORMATION, entitled "Notice", is revised in regard to Eligibility in the second paragraph and the last paragraph is added to make note of the process used to determine business size.

2. Section A, Administrative Data, has been revised to remove RFI reference and to include the statement, "The Offeror shall provide the following information:".

3. Section A, paragraph 24, entitled "Task Order Ordering Provision. The last sentence of paragraph e is revised.

4. Section L, paragraph j, "Volume 1, General Information. The last sentence of this paragraph is revised to note which blocks of the SF 1449 are to be filled in by the offeror.

5. Section L, paragraphs have been renumbered to correct a previous typographical error.

6. Section L, paragraph n, entitled "Additional Instructions", has been revised for clarification.

A-2 The contracts POC for this action is Elbert Clarke, 256-876-2649, elbert.clarke@us.army.mil.

A-3 All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0003 ***

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
L-1. INSTRUCTIONS, CONDITIONS, AND NOTICES

1. SIZE STANDARD
Respondents may submit multiple schedules per domain in response to this RFQ. However, a primary schedule that will be used by the prime/team leader to satisfy the preponderance of the domain requirements must be identified.

a. If a MOBIS or LOGWORLD is identified as the primary schedule, the NAICS Code and business standard size assigned to the respondent's schedule by GSA will apply.

b. If PES is identified as the primary schedule, NAICS Code 541712 and a size standard of 1000 employees, will apply.

c. If IT is identified as the primary schedule, NAICS Code 541511/541512/541513 and a size standard of $25.5M will apply to all domains.

d. If the consolidated products and services schedule is identified as the primary schedule, the primary special item number covered by this schedule (PES, MOBIS, LOGWORLD, or IT) that will be used to satisfy the preponderance of domain requirements must also be identified. The NAICS and size standard for the primary special item number, as identified above, will then apply.

2. Instructions for Quotation Preparation and Submittal

a. Each BPA Team must submit a written quotation. The BPA Team is urged to examine this RFQ in its entirety and to assure that all necessary information and required documentation is complete in all respects. Evaluation of quotations will be based only on the actual material presented.

b. BPA Teams are cautioned that 'parrotting' of the functional requirements with a statement of intent to perform does not reveal understanding of the requirement or the capability to perform it. The inclusion of 'filler' material from previous proposals or commercial application shall be avoided unless it has a direct application to the objective of this RFQ. The quotation should demonstrate that the BPA Team can perform at an acceptable level of risk.

c. Each volume shall stand alone on its own merits without reference to any other volume. The format of each volume shall be structured by section and tabbed as stated below. Quotations shall be UNCLASSIFIED, specific, complete and concise.

d. For purposes of this RFQ, quotations shall be prepared using "Arial" or "Times New Roman" 12-point font style on 8-1/2 by 11 inch white paper. Tables and illustrations may use a reduced font style, not less than 8-point. Foldouts are not allowed. Margins shall be one (1) inch on all sides. All material submitted may be single-spaced. Each page must provide identification of the submitting BPA Team in the header or footer. Page count shall comply as follows:

Volume 1 - General Information - no page limitation
Volume 2 - Business and Performance Capabilities - NTE 90 pages
Volume 3 - Pricing Structure - no page limitation
Volume 4 - Past Performance - NTE 10 pages

e. Quotations shall be bound using three ring binders that allow for the insertion of replacement pages. Blank dividers/ tab separators, covers, title pages and table of contents are not counted in the page limitation.

f. Electronic submissions shall consist of two CD-ROMs for each volume. Each CD-ROM shall have an external label indicating (1) the name of the BPA Team, (2) the Domain and (3) the applicable quotation volume (i.e. Volume 1, General Quotation Information). The CD-ROM shall be readable on an IBM or compatible PC and be compatible with Microsoft Office suite of software. Print image files or files containing only values are not acceptable. All files shall be set with read-only attribute (not password protected), and shall be delivered with write protection.

g. The quotation shall be enclosed in a sealed package and delivered to the following location no later than the date specified in Block 8 of the SF 1449. Please note that close of business is 2:00 p.m. (CDST). In addition those Offerors who choose to deliver RFQ packages in person and who do not have current post access privileges, should contact the below POC not later than 10 business days before the due date of the RFQ for post access information.

Army Contracting Command - Redstone (ACC-RSA)
Attn:CCAM-EX-P / Mr. Elbert Clarke
Sparkman Center, Building 5303
Redstone Arsenal, AL 35898
(256) 876-2649 / elbert.clarke@us.army.mil

h. Offerors are advised that quotations sent by conventional US Mail service, or courier services (Federal Express and UPS) are not routed directly to the above address. Therefore, there is a possibility that a quotation will not comply with the stated closing date/time, and in such case the quotation will be considered a "late submission."

i. The overall quotation shall consist of four physically separated and detachable volumes in the following quantities:

(1) General Information - Original and 3 paper copies/2 electronic copies
(2) Business and Performance Capabilities - Original and 5 paper copies/2 electronic copies
(3) Pricing Structure - Original and 2 paper copies/2 electronic copies
(4) Past Performance - Original and 3 paper copies/2 electronic copies

j. Volume 1, General Information: Volume 1 shall contain the letter of transmittal and the signed original RFQ duly executed by an official authorized to bind the prime/team leader. The letter of transmittal shall identify the business size classification of the prime/team leader based on its primary schedule and applicable NAICS code. Any exceptions or deviations taken to the RFQ shall be included in the transmittal letter. Provide the RFQ SF 1449, and all RFQ pages, with all applicable information completed, including blocks 17A, 18A and 30a&b, page 3, and all certifications, representations, and acknowledgments.

k. Volume 2, Business and Performance Capabilities :

(i) Section I, Performance Capability.

Tab A: In the format set forth in Attachment 6 (not included in page count), provide examples of the BPA Team's experience related to the requirements of the statement of work and categories of supported systems and equipment (Attachment 2). The number of examples shall not exceed 3 examples per SOW paragraph (SOW Paragraphs 3.1-3.27). For performance under a BPA, Basic Ordering Agreement or an indefinite delivery type contract, list individual task orders, as well as the basic contract instrument. For task orders/contracts in progress, summarize only that portion of performance already billed, not eventual scope. Attachment 6 data may include work performed in both prime contractor/team leader and team member/subcontractor roles. Attachment 6 data may represent performance of any combination of the prime/team leader, team members and subcontractors.

Tab B: Provide a description of the BPA Team's approach for fulfilling the requirements of the statement of work to include the use of team members and subcontractors. Using only examples from Attachment 6, describe the BPA Team's significant experience as it relates to each of the requirements identified in the SOW. The experience description is limited to 41 pages, consisting of approximately one half page per experience example.

Tab C. Provide a resume for up to 10 prime contractor/team leader, team member or subcontractor key personnel reflecting senior level expertise directly related to the SOW requirements. Resumes shall be limited to two pages, utilizing the format in Attachment 7. Key personnel resumes are included in page count (up to 20 pages). In order for resumes of persons not currently in the employ of the applicable BPA Team participant to be considered, a Statement of Commitment (see Attachment 7 format) signed by the individual must be included on the resume. Provide a team file that contains the following information for the Prime/Team Leader and all Team Members: applicable GSA Schedule Numbers, current GSA schedule labor categories, minimum education and minimum experience qualifications, labor category descriptions, and identify all key team members. Exceptions to the minimum education and experience qualifications must be clearly identified. Key team members are defined as team members that are anticipated to perform at least 15% of all task order requirements. The required format is provided in Attachment 8 and must be submitted in Microsoft Excel worksheets (not included in page count).

(ii) Section II, Teaming and Business Arrangements.

Tab A: Describe the BPA team structure and the management/administrative organization and processes to be utilized by the BPA Team. Clearly describe the management approach to be applied to include the plan to organize, direct and control the efforts to be performed. Describe the roles and responsibilities of the prime contractor/team leader, team members and subcontractors as they relate to task order competitions, team coordination, communication, management control, security compliance and reporting. In describing the team organization, include: (a) the responsibilities, lines of authority, and span of control (to include identification of a primary liaison); (b) the relationship among the prime contractor/team leader, team members and subcontractors and the process for responding to and performing individual task orders; (c) the flow of information among the organization/team; and (d) the interface and communication between the team, Government requiring and acquisition personnel, and external organizations.

Tab B: Provide a representative teaming arrangement for (1) team members and (2) subcontractors (not included in page count).

Tab C: Describe the process for managing and addressing potential Organizational Conflicts of Interest, including a credible and concrete mechanism for identifying, avoiding, neutralizing, or mitigating actual or potential conflicts. Describe concisely all relevant facts concerning any past, present, or planned interests relating to the work to be performed and bearing on whether the prime/team leader, or any proposed team member or subcontractor, may have a potential organizational conflict of interest. In the event a potential conflict is raised, provide relevant information addressing how the perceived conflict could be mitigated or neutralized.

(iii) Section III, Socio-Economic Benefits.

Describe the small business status of the prime/team leader. Describe the proposed socio-economic benefits to the Command including (1) a proposed percentage goal (based on a percentage of obligated dollars) for direct small business awards and (2) a proposed percentage

goal (based on a percentage of obligated dollars) for small business subcontracts. Provide a break-out of each proposed goal for: small businesses, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Service Disabled Veteran Owned Businesses (SDVOSB), and HubZone small businesses. Address any applicable commitments or initiatives that will ensure utilization of small, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Veteran Owned Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), and HubZone small businesses.

a. Offerors are to enter proposed percentage goals in the following blocks exactly in accordance with the stated instructions. No additional information is required or requested.

1. Of the anticipated total obligated dollars, what is the proposed percentage goal for direct awards to small business team members? If 0%, enter 0%. Do not break out by year.

Percentage goal of anticipated total obligated dollars to small business Team Members by direct award: _____

Instructions:
(a) Exclude the anticipated obligated dollars to the prime contractor, even if the prime contractor is a small business.
(b) Include direct awards to small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), service-disabled veteran-owned small business (SDVOSB), veteran-owned small business (VOSB), and HUBZone small business (HZ) Team Members.
(c) Base the percentage on anticipated total obligated dollars, not total direct award dollars.
(d) This percentage goal does not necessarily equal the sum of SDB, WOSB, SDVOSB, VOSB, and HZ goals, since a SB should also be included in the goals for other SB categories if applicable.

2. Of the anticipated total obligated dollars, what is the proposed percentage goal for direct awards to SDB, WOSB, SDVOSB, and HZ Team Members? If 0%, enter 0%. Do not break out by year.

% Goal for Direct Awards to SDB Team Members: _____

% Goal for Direct Awards to WOSB Team Members: _____

% Goal for Direct Awards to SDVOSB Team Members: _____

% Goal for Direct Awards to HZ Team Members: _____

Instructions:
(a) Exclude the anticipated obligated dollars to the prime contractor, even if the prime contractor is a SDB, WOSB, SDVOSB, or HZ. VOSB is not included as a separate breakout category.
(b) Base each percentage on anticipated total obligated dollars.
(c) If a Team Member qualifies in more than one category, anticipated direct awards should be included in the percentage goals for each applicable category. For example, if a Team Member is a SDB and WOSB, the anticipated direct awards should be included in both SDB and WOSB percentage goals. So, if 10% of the total obligated dollars is anticipated for Team Member A and Team Member A is a WOSB and a SDB, 10% should be included in the WOSB goal and 10% should be included in the SDB goal.
(d) The total of SDB, WOSB, SDVOSB, and HZ goals does not necessarily equal the SB goal.
(e) HUBZones must be certified by the Small Business Administration (SBA).
(f) 8(a) firms and HBCU/MIs are considered SDB.

3. Of the anticipated total obligated dollars, what is the proposed percentage goal for small business subcontracts? If 0%, enter 0%. Do not break out by year.

Percentage Goal of anticipated total obligated dollars to small business Subcontractors:

_____

Instructions:
(a) Include subcontracts with small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), service-disabled veteran-owned small business (SDVOSB), veteran-owned small business (VOSB), and HUBZone (HZ) small business Subcontractors.
(b) Base the percentage on anticipated total obligated dollars, not total subcontracted dollars.
(c) The total percentage goals for SDB, WOSB, SDVOSB, VOSB, and HZ do not necessarily equal the SB percentage goal, since a SB should also be included in goals for other SB categories, if applicable.

4. Of the anticipated total obligated dollars, what is the proposed percentage goal for subcontract awards to SDB, WOSB, SDVOSB, and HZ Subcontractors? If 0%, enter 0%. Do not break out by year.

% Goal for Subcontract Awards to SDB Subcontractors: _____

% Goal for Subcontract Awards to WOSB Subcontractors: _____

% Goal for Subcontract Awards to SDVOSB Subcontractors: _____

% Goal for Subcontract Awards to HZ Subcontractors: _____

Instructions:
(a) VOSB is not a separate breakout category.
(b) Base each percentage on anticipated total obligated dollars.
(c) If a Subcontractor qualifies in more than one category, anticipated subcontract awards should be included in the percentage goals for each applicable category. For example, if a Subcontractor is a SDB and WOSB, anticipated subcontracts should be included in both the SDB and WOSB percentage goals. So, if 10% of the total obligated dollars is anticipated for Subcontractor A and Subcontractor A is a WOSB and SDB, 10% should be included in the WOSB goal and 10% should be included in the SDB goal.
(d) The total of SDB, WOSB, SDVOSB, and HZ goals does not necessarily equal the SB total goal.
(e) HUBZones must be certified by the Small Business Administration (SBA).
(f) 8(a) firms and HBCU/MIs are considered SDB.

l. Volume 3, Pricing Structure.

Tab A: Utilizing the format in Attachment 4, provide all applicable labor categories, descriptions, and rates for the Prime Contractor/Team Leader and all Team Members. For all labor categories included in each schedule identified on Attachment 8, enter the GSA FSS rate for the Prime Contractor/Team Leader and all Team Members and, if discounting a the BPA level, the proposed BPA rate. When completing the rate for year 1, use the rate in effect as of January 2013. For subsequent years, identify the rate and begin/end date for the covered year consistent with the GSA FSS schedule. Include all GSA schedule rates (goverment site/contractor site, if available for the Huntsville, Alabama area and any other rates that are deemed applicable to the proposed approach to EXPRESS. Additional columns may be added as necessary to allow for differing site or subsequent year rates. If available, provide rates through December 2018. A separate worksheet must be completed for the Prime Contractor/Team Leader and each team member. Additional worksheets may be added to reflect individual schedules and/or differing site rates. For all subcontractors available on the BPA team, enter a subcontractor listing on a separate worksheet.

Tab B: Utilizing the format in Attachment 9, the BPA Team shall map the relevant GSA schedule labor categories listed on the proposed prime contractor/team leader and key team member's schedules into the Labor Category Baseline. At a minimum, relevant labor categories from the identified primary schedule shall be mapped into the Labor Category Baseline. Relevant labor categories from secondary schedules may be mapped in accordance with the proposed approach to performing the SOW requirements. For each labor category listed on the Labor Category Baseline, enter the corresponding GSA labor categories, Calendar Year 2013 GSA FSS rate(s) and the Calendar Year 2013 BPA rate(s) for the prime/team leader and each key team member. The GSA labor categories should not be mapped to multiple baseline categories, but to the single most appropriate baseline category. The rates in Attachment 9 must be consistent with the rates provided in Attachment 4. A separate sheet within the Excel spreadsheet must be completed for the prime/team leader and each key team member identified in Attachment 8. The Labor Category Baseline minimum education and experience requirements are provided as Attachment 10. GSA labor categories must meet the minimum education and experience requirements for the Labor Category Baseline to which they are mapped. If a GSA labor category has multiple education/experience criteria, as a minimum, it must meet at least one of the baseline requirements to be mapped to that baseline category. This baseline is to aid in evaluation and is in no way to be construed as an all-inclusive listing for purposes of actually fulfilling task order requirements, which will follow BPA placement.
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m. Volume 4, Past Performance.

BPA Prime/Team Leaders shall submit a description of up to five (5) contracts/task orders, on which the prime/team leader was the prime contractor, performed within five years from the issue date of this RFQ. These task orders/contracts shall be selected from the listing provided in Attachment 6. Selections of task orders shall be from different contracts, if possible. The description shall include the following information:

(i) CAGE and DUNS numbers

(ii) Government contracting activity, address, telephone/facsimile number

(iii) Government Procuring Contracting Officer's name, email address and telephone/facsimile number

(iv) Government technical representative/COR, email address and telephone/facsimile number

(v) Government Contracting Administration activity, email address and the name and telephone/facsimile number of the Administrative Contracting Officer (ACO)

(vi) Contract number

(vii) Contract type

(viii) Awarded price/cost

(ix) Final or projected final price/cost

(x) Performance Period

(xi) If applicable, specify the percentage of proposed subcontracting goals and actual subcontracting achieved for each of the following categories: small businesses, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Service Disabled Veteran Owned Businesses (SDVOSB), and HubZone small businesses.

(xii) For award fee type contracts, specify the percentage of available award fee earned.

(xiii) A narrative statement describing how the work is similar to the SOW requirement. Affirmation that the product provided to the government was accepted, was within negotiated costs, and was delivered in accordance with the delivery schedule, or, an explanation if not. Any known problems and the corrective actions taken should be addressed.

(xiv) Provide the above information for all contracts terminated in whole or in part for default during the past five years; including those currently in the process of termination for default and those which are not similar to the EXPRESS SOW. Provide the reason for the termination.

In an effort to expedite evaluation of the past performance area, each BPA Prime/Team Leader is required to forward a Past Performance Questionnaire Form and Cover Letter (Attachment 11) to each contractual reference submitted, including each Procuring Contracting Officer (PCO), Contracting Officer's Representative (COR)/Technical Monitor(TM) and Administrative Contracting Officer (ACO). It is recommended that the Questionnaire and Cover Letter be forwarded to each respondent not later than 15 days prior to the response date for this RFQ. The BPA Prime/Team Leader is not to fill in the form (other than pertinent identification information) or obtain a copy of the completed form from the respondent.

Both independently obtained data and data provided in the quotations may be used to evaluate past performance. All data provided on Government contracts may be subject to verification. A significant achievement, problem, or lack of relevant data in any area of evaluation can become an important consideration in the Source Selection Process. While the Government may elect to consider data obtained from other sources, the burden of providing adequate data to determine performance risk rests with the BPA Prime/Team Leader. The Government does not assume the duty to search for data to cure problems it finds in quotations. Quotations that do not contain the required information risk rejection by the Government. In the event that a source other than the proposal submission provides the Government with derogatory past performance information, the BPA Prime/Team Leader will be given the opportunity to rebut or corroborate such information.

m. Additional Instructions

Offerors are to provide the following as part of their proposal package:

(i) A current screen print of the Contractor Information page from teh GSA E-Library website, for the schedule identifed as primary in their offer..
(ii) If the NAICS shown on the Contractor Information page does not match the applicable EXPRESS NAICS, offerors shall also provide verfication of business size for the applicable EXPRESS NAICS, at teh time the Schedule contract was awarded.
(iii) This information shall be sumitted in the General Volume I of the offeror's quotation.

*** END OF NARRATIVE L0001 ***