

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W9113M-05-A-0002-P00001	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL 2005 Aug 29	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
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6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND ██████████ P.O. BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY DCM BIRMINGHAM BURGER PHILLIPS CENTER 1910 THIRD AVE., NORTH, ██████████ BIRMINGHAM AL 35203-2376	CODE S0101A	8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR MORGAN RESEARCH CORPORATION 630980295 4811A BRADFORD DRIVE HUNTSVILLE AL 35805-5194	CODE ODP92	FACILITY	10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE	11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS The above Blanket Purchase Agreement shall follow the T&Cs for GS-23F-0191L	
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264	CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA ██████████ ██████████ CONTRACTING / ORDERING OFFICER	25. TOTAL
		29. DIFFERENCES

26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	27. SHIP NO.	28. DO VOUCHER NO.	30. INITIALS	33. AMOUNT VERIFIED CORRECT FOR
	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		34. CHECK NUMBER
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

SECTION B - SUPPLIES OR SERVICE

This document constitutes a Blanket Purchase Agreement (BPA) for non-personal support services listed below to the U.S. Government authorized by U.S. Army Space and Missile Defense Command on behalf of the Program Executive Office for Simulation, Training, and Instrumentation (PEO STRI) in accordance with the Statement of Work entitled "Systems Engineering and Technical Assistance (SETA)" Labor Categories, and other items as further defined in the individual calls issued hereunder during the period of from date of award through 15 April 2009

PEO STRI
12350 Research Parkway
Orlando, FL 32826-3276

This BPA is valid for a period of time not to exceed three and one-half years from the effective date, unless terminated by either party.

Any services to be furnished under this BPA will be ordered by written Calls. The maximum allowable amount for a single purchase is [REDACTED] and the minimum amount is [REDACTED]

The Contractor shall furnish the following services at the below stated prices, not to exceed [REDACTED] when requested by an authorized NAVAIR Contracting Officer supporting PEO STRI. The below rates contain on-site and off-site labor rates through 15 April 2009.

BASE YEAR (Award thru 15 Apr 2006)

Non-personal support services in accordance with the Statement of Work entitled "Systems Engineering and Technical Assistance (SETA)" Labor Categories, and other items as further defined in the individual Calls issued hereunder during the period of 27 Aug 2005 through 15 Apr 2006

CLIN

0001 Material

CLIN

0002 Travel

CLIN

0003 Labor

SUPPLIES./SERVICES**LABOR CATEGORY****RATES
ON-SITE****RATES
OFF-SITE**

ADMINISTRATIVE ASSISTANT, LEVEL 1
ADMINISTRATIVE ASSISTANT, LEVEL 2
ADMINISTRATIVE ASSISTANT, LEVEL 3
ADMINISTRATIVE ASSISTANT, LEVEL 4
ADMINISTRATOR, PROPERTY, LEVEL 1
ADMINISTRATOR, PROPERTY, LEVEL 2
ADMINISTRATOR, PROPERTY, LEVEL 3
ANALYST, BUDGET, LEVEL 1
ANALYST, BUDGET, LEVEL 2
ANALYST, BUDGET, LEVEL 3
ANALYST, COST, LEVEL 1
ANALYST, COST, LEVEL 2
ANALYST, COST, LEVEL 3
ANALYST, COST/PRICE, LEVEL 1
ANALYST, COST/PRICE, LEVEL 2
ANALYST, COST/PRICE, LEVEL 3
ANALYST, MARKETING, LEVEL 1
ANALYST, MARKETING, LEVEL 2
ANALYST, MILITARY, LEVEL 1
ANALYST, MILITARY, LEVEL 2
ANALYST, MILITARY, LEVEL 3
ANALYST, MILITARY, LEVEL 4
ANALYST, OPERATIONS RESEARCH, LEVEL 1
ANALYST, OPERATIONS RESEARCH, LEVEL 2
ANALYST, OPERATIONS RESEARCH, LEVEL 3
ANALYST, PROCUREMENT
ANALYST, PROGRAM, LEVEL 1
ANALYST, PROGRAM, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 1
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 3
ANALYST, RESOURCES SYSTEM
ANALYST, TRAINING, LEVEL 1
ANALYST, TRAINING, LEVEL 2
ANALYST, TRAINING, LEVEL 3
ASSISTANT, BUDGET, LEVEL 1

ASSISTANT, BUDGET, LEVEL 2
ASSISTANT, LOGISTICS
ASSISTANT, MARKETING
ASSISTANT, SECURITY
CLERICAL/ADP/ADMINISTRATIVE and WORD PROCESSING
MAIL/ CLERK FILE
CLERK, OFFICE AUTOMATION
CLERK, PROCUREMENT
COORDINATOR, MARKETING
COORDINATOR, PRODUCT
COORDINATOR, PROJECT (Senior)
COORDINATOR, PROJECT
ENGINEER, CISR
ENGINEER, CHIEF
ENGINEER, ELECTRONICS, LEVEL 1
ENGINEER, ELECTRONICS, LEVEL 2
ENGINEER, ELECTRONICS, LEVEL 3
ENGINEER, ELECTRO-OPTIC Level 1
ENGINEER, ELECTRO-OPTIC Level 2
ENGINEER, ELECTRO-OPTIC Level 3
ENGINEER, KNOWLEDGE ACQUISITION/KNOWLEDGE ENGINEERING (KA/KE)
ENGINEER, MANUFACTURING
ENGINEER, NETWORK SYSTEMS
ENGINEER, PRODUCTION
ENGINEER, PROJECT
ENGINEER, QUALITY
ENGINEER, RELIABILITY/MAINTAINABILITY
ENGINEER, SAFETY
ENGINEER, SOFTWARE, LEVEL 1
ENGINEER, SOFTWARE, LEVEL 2
ENGINEER, SOFTWARE, LEVEL 3
ENGINEER, SYNTHETIC NATURAL ENVIRONMENT
ENGINEER, SYSTEMS, LEVEL 1
ENGINEER, SYSTEMS, LEVEL 2
ENGINEER, SYSTEMS, LEVEL 3
ENGINEER, TELECOMMUNICATIONS Level 1
ENGINEER, TELECOMMUNICATIONS Level 2
ENGINEER, TELECOMMUNICATIONS Level 3
ENGINEER, TEST

ENGINEERING, VALUE
ENGINEER, VISUAL SYSTEMS
PROGRAMMER, COMPUTER
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 1
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 2
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 3
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 4
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 5
SCIENTIST, COMPUTER, LEVEL 1
SCIENTIST, COMPUTER, LEVEL 2
SCIENTIST, COMPUTER, LEVEL 3
SCIENTIST, RESEARCH, LEVEL 1
SCIENTIST, RESEARCH, LEVEL 2
SCIENTIST, RESEARCH, LEVEL 3
SPECIALIST, COMMAND TRAINING
SPECIALIST, CONFIGURATION MANAGEMENT/DATA MANAGEMENT
SPECIALIST, CONTRACT, LEVEL 1
SPECIALIST, CONTRACT, LEVEL 2
SPECIALIST, CONTRACT, LEVEL 3
SPECIALIST, HUMAN FACTORS
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 1
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 2
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 3
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 1
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 2
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 3
SPECIALIST, OCCUPATIONAL SAFETY & HEALTH
SPECIALIST, PERSONNEL
SPECIALIST, POSITION CLASSIFICATION
SPECIALIST, PROTOCOL
SPECIALIST, PROVISIONING

SPECIALIST, PUBLIC AFFAIRS
SPECIALIST, PUBLICATION LEVEL
SPECIALIST, PUBLICATION LEVEL 2
SPECIALIST, QUALITY ASSURANCE
SPECIALIST, SECURITY
SPECIALIST, SOFTWARE (TEST/CM)
SPECIALIST, SUPPLY, LEVEL
SPECIALIST, SUPPLY, LEVEL 2
SPECIALIST, SUPPLY, LEVEL 3
SPECIALIST, TELECOMMUNICATIONS
SPECIALIST, TEST
SPECIALIST, TRAINING
SPECIALIST, WEAPONS SYSTEMS
TECHNICIAN, ACCOUNTING
WRITER, TECHNICAL

16 APRIL 2006 thru 15 APRIL 2007

Non-personal support services in accordance with the Statement of Work entitled "Systems Engineering and Technical Assistance (SETA)" Labor Categories, and other items as further defined in the individual Calls issued hereunder during the period of 16 Apr 2006 through 15 Apr 2007

CLIN

0001 Material

CLIN

0002 Travel

CLIN

0003 Labor

SUPPLIES./SERVICES

LABOR CATEGORY

**RATES
ON-SITE**

**RATES
OFF-SITE**

ADMINISTRATIVE ASSISTANT, LEVEL 1
ADMINISTRATIVE ASSISTANT, LEVEL 2
ADMINISTRATIVE ASSISTANT, LEVEL 3
ADMINISTRATIVE ASSISTANT, LEVEL 4
ADMINISTRATOR, PROPERTY, LEVEL 1

ADMINISTRATOR, PROPERTY, LEVEL 2
ADMINISTRATOR, PROPERTY, LEVEL 3
ANALYST, BUDGET, LEVEL 1
ANALYST, BUDGET, LEVEL 2
ANALYST, BUDGET, LEVEL 3
ANALYST, COST, LEVEL 1
ANALYST, COST, LEVEL 2
ANALYST, COST, LEVEL 3
ANALYST, COST/PRICE, LEVEL 1
ANALYST, COST/PRICE, LEVEL 2
ANALYST, COST/PRICE, LEVEL 3
ANALYST, MARKETING, LEVEL 1
ANALYST, MARKETING, LEVEL 2
ANALYST, MILITARY, LEVEL 1
ANALYST, MILITARY, LEVEL 2
ANALYST, MILITARY, LEVEL 3
ANALYST, MILITARY, LEVEL 4
ANALYST, OPERATIONS RESEARCH, LEVEL 1
ANALYST, OPERATIONS RESEARCH, LEVEL 2
ANALYST, OPERATIONS RESEARCH, LEVEL 3
ANALYST, PROCUREMENT
ANALYST, PROGRAM, LEVEL 1
ANALYST, PROGRAM, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 1
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 3
ANALYST, RESOURCES SYSTEM
ANALYST, TRAINING, LEVEL 1
ANALYST, TRAINING, LEVEL 2
ANALYST, TRAINING, LEVEL 3
ASSISTANT, BUDGET, LEVEL 1
ASSISTANT, BUDGET, LEVEL 2
ASSISTANT, LOGISTICS
ASSISTANT, MARKETING
ASSISTANT, SECURITY
CLERICAL/ADP/ADMINISTRATIVE and WORD PROCESSING

MAIL/ CLERK FILE
CLERK, OFFICE AUTOMATION
CLERK, PROCUREMENT
COORDINATOR, MARKETING
COORDINATOR, PRODUCT
COORDINATOR, PROJECT (Senior)
COORDINATOR, PROJECT
ENGINEER, CISR
ENGINEER, CHIEF
ENGINEER, ELECTRONICS, LEVEL 1
ENGINEER, ELECTRONICS, LEVEL 2
ENGINEER, ELECTRONICS, LEVEL 3
ENGINEER, ELECTRO-OPTIC Level 1
ENGINEER, ELECTRO-OPTIC Level 2
ENGINEER, ELECTRO-OPTIC Level 3
ENGINEER, KNOWLEDGE ACQUISITION/KNOWLEDGE ENGINEERING (KA/KE)
ENGINEER, MANUFACTURING
ENGINEER, NETWORK SYSTEMS
ENGINEER, PRODUCTION
ENGINEER, PROJECT
ENGINEER, QUALITY
ENGINEER, RELIABILITY/MAINTAINABILITY
ENGINEER, SAFETY
ENGINEER, SOFTWARE, LEVEL 1
ENGINEER, SOFTWARE, LEVEL 2
ENGINEER, SOFTWARE, LEVEL 3
ENGINEER, SYNTHETIC NATURAL ENVIRONMENT
ENGINEER, SYSTEMS, LEVEL 1
ENGINEER, SYSTEMS, LEVEL 2
ENGINEER, SYSTEMS, LEVEL 3
ENGINEER, TELECOMMUNICATIONS Level 1
ENGINEER, TELECOMMUNICATIONS Level 2
ENGINEER, TELECOMMUNICATIONS Level 3
ENGINEER, TEST
ENGINEERING, VALUE
ENGINEER, VISUAL SYSTEMS
PROGRAMMER, COMPUTER
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 1

SCIENTIST, CHEMICAL or BIOLOGICAL, Level 2
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 3
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 4
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 5
SCIENTIST, COMPUTER, LEVEL 1
SCIENTIST, COMPUTER, LEVEL 2
SCIENTIST, COMPUTER, LEVEL 3
SCIENTIST, RESEARCH, LEVEL 1
SCIENTIST, RESEARCH, LEVEL 2
SCIENTIST, RESEARCH, LEVEL 3
SPECIALIST, COMMAND TRAINING
SPECIALIST, CONFIGURATION MANAGEMENT/DATA MANAGEMENT
SPECIALIST, CONTRACT, LEVEL 1
SPECIALIST, CONTRACT, LEVEL 2
SPECIALIST, CONTRACT, LEVEL 3
SPECIALIST, HUMAN FACTORS
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 1
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 2
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 3
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 1
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 2
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 3
SPECIALIST, OCCUPATIONAL SAFETY & HEALTH
SPECIALIST, PERSONNEL
SPECIALIST, POSITION CLASSIFICATION
SPECIALIST, PROTOCOL
SPECIALIST, PROVISIONING
SPECIALIST, PUBLIC AFFAIRS
SPECIALIST, PUBLICATION LEVEL
SPECIALIST, PUBLICATION LEVEL 2
SPECIALIST, QUALITY ASSURANCE
SPECIALIST, SECURITY

SPECIALIST, SOFTWARE (TEST/CM)
SPECIALIST, SUPPLY, LEVEL
SPECIALIST, SUPPLY, LEVEL 2
SPECIALIST, SUPPLY, LEVEL 3
SPECIALIST, TELECOMMUNICATIONS
SPECIALIST, TEST
SPECIALIST, TRAINING
SPECIALIST, WEAPONS SYSTEMS
TECHNICIAN, ACCOUNTING
WRITER, TECHNICAL

16 APRIL 2007 thru 15 APRIL 2008

Non-personal support services in accordance with the Statement of Work entitled "Systems Engineering and Technical Assistance (SETA)" Labor Categories, and other items as further defined in the individual Calls issued hereunder during the period of 16 Apr 2007 through 15 Apr 2008

CLIN

0001 Material

CLIN

0002 Travel

CLIN

0003 Labor

SUPPLIES./SERVICES

LABOR CATEGORY

**RATES
ON-SITE**

**RATES
OFF-SITE**

ADMINISTRATIVE ASSISTANT, LEVEL 1
ADMINISTRATIVE ASSISTANT, LEVEL 2
ADMINISTRATIVE ASSISTANT, LEVEL 3
ADMINISTRATIVE ASSISTANT, LEVEL 4
ADMINISTRATOR, PROPERTY, LEVEL 1
ADMINISTRATOR, PROPERTY, LEVEL 2
ADMINISTRATOR, PROPERTY, LEVEL 3
ANALYST, BUDGET, LEVEL 1
ANALYST, BUDGET, LEVEL 2
ANALYST, BUDGET, LEVEL 3

ANALYST, COST, LEVEL 1
ANALYST, COST, LEVEL 2
ANALYST, COST, LEVEL 3
ANALYST, COST/PRICE, LEVEL 1
ANALYST, COST/PRICE, LEVEL 2
ANALYST, COST/PRICE, LEVEL 3
ANALYST, MARKETING, LEVEL 1
ANALYST, MARKETING, LEVEL 2
ANALYST, MILITARY, LEVEL 1
ANALYST, MILITARY, LEVEL 2
ANALYST, MILITARY, LEVEL 3
ANALYST, MILITARY, LEVEL 4
ANALYST, OPERATIONS RESEARCH, LEVEL 1
ANALYST, OPERATIONS RESEARCH, LEVEL 2
ANALYST, OPERATIONS RESEARCH, LEVEL 3
ANALYST, PROCUREMENT
ANALYST, PROGRAM, LEVEL 1
ANALYST, PROGRAM, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 1
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 3
ANALYST, RESOURCES SYSTEM
ANALYST, TRAINING, LEVEL 1
ANALYST, TRAINING, LEVEL 2
ANALYST, TRAINING, LEVEL 3
ASSISTANT, BUDGET, LEVEL 1
ASSISTANT, BUDGET, LEVEL 2
ASSISTANT, LOGISTICS
ASSISTANT, MARKETING
ASSISTANT, SECURITY
CLERICAL/ADP/ADMINISTRATIVE and WORD PROCESSING
MAIL/ CLERK FILE
CLERK, OFFICE AUTOMATION
CLERK, PROCUREMENT
COORDINATOR, MARKETING
COORDINATOR, PRODUCT

COORDINATOR, PROJECT (Senior)
COORDINATOR, PROJECT
ENGINEER, CISR
ENGINEER, CHIEF
ENGINEER, ELECTRONICS, LEVEL 1
ENGINEER, ELECTRONICS, LEVEL 2
ENGINEER, ELECTRONICS, LEVEL 3
ENGINEER, ELECTRO-OPTIC Level 1
ENGINEER, ELECTRO-OPTIC Level 2
ENGINEER, ELECTRO-OPTIC Level 3
ENGINEER, KNOWLEDGE ACQUISITION/KNOWLEDGE ENGINEERING (KA/KE)
ENGINEER, MANUFACTURING
ENGINEER, NETWORK SYSTEMS
ENGINEER, PRODUCTION
ENGINEER, PROJECT
ENGINEER, QUALITY
ENGINEER, RELIABILITY/MAINTAINABILITY
ENGINEER, SAFETY
ENGINEER, SOFTWARE, LEVEL 1
ENGINEER, SOFTWARE, LEVEL 2
ENGINEER, SOFTWARE, LEVEL 3
ENGINEER, SYNTHETIC NATURAL ENVIRONMENT
ENGINEER, SYSTEMS, LEVEL 1
ENGINEER, SYSTEMS, LEVEL 2
ENGINEER, SYSTEMS, LEVEL 3
ENGINEER, TELECOMMUNICATIONS Level 1
ENGINEER, TELECOMMUNICATIONS Level 2
ENGINEER, TELECOMMUNICATIONS Level 3
ENGINEER, TEST
ENGINEERING, VALUE
ENGINEER, VISUAL SYSTEMS
PROGRAMMER, COMPUTER
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 1
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 2
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 3
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 4

SCIENTIST, CHEMICAL or BIOLOGICAL, Level 5
SCIENTIST, COMPUTER, LEVEL 1
SCIENTIST, COMPUTER, LEVEL 2
SCIENTIST, COMPUTER, LEVEL 3
SCIENTIST, RESEARCH, LEVEL 1
SCIENTIST, RESEARCH, LEVEL 2
SCIENTIST, RESEARCH, LEVEL 3
SPECIALIST, COMMAND TRAINING
SPECIALIST, CONFIGURATION MANAGEMENT/DATA MANAGEMENT
SPECIALIST, CONTRACT, LEVEL 1
SPECIALIST, CONTRACT, LEVEL 2
SPECIALIST, CONTRACT, LEVEL 3
SPECIALIST, HUMAN FACTORS
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 1
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 2
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 3
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 1
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 2
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 3
SPECIALIST, OCCUPATIONAL SAFETY & HEALTH
SPECIALIST, PERSONNEL
SPECIALIST, POSITION CLASSIFICATION
SPECIALIST, PROTOCOL
SPECIALIST, PROVISIONING
SPECIALIST, PUBLIC AFFAIRS
SPECIALIST, PUBLICATION LEVEL
SPECIALIST, PUBLICATION LEVEL 2
SPECIALIST, QUALITY ASSURANCE
SPECIALIST, SECURITY
SPECIALIST, SOFTWARE (TEST/CM)
SPECIALIST, SUPPLY, LEVEL
SPECIALIST, SUPPLY, LEVEL 2
SPECIALIST, SUPPLY, LEVEL 3
SPECIALIST, TELECOMMUNICATIONS
SPECIALIST, TEST

SPECIALIST, TRAINING	
SPECIALIST, WEAPONS SYSTEMS	
TECHNICIAN, ACCOUNTING	
WRITER, TECHNICAL	

16 APRIL 2008 thru 15 APRIL 2009

Non-personal support services in accordance with the Statement of Work entitled "Systems Engineering and Technical Assistance (SETA)" Labor Categories, and other items as further defined in the individual Calls issued hereunder during the period of 16 Apr 2008 through 15 Apr 2009

CLIN

0001 Material

CLIN

0002 Travel

CLIN

0003 Labor

SUPPLIES./SERVICES

LABOR CATEGORY

**RATES
ON-SITE**

**RATES
OFF-SITE**

ADMINISTRATIVE ASSISTANT, LEVEL 1	
ADMINISTRATIVE ASSISTANT, LEVEL 2	
ADMINISTRATIVE ASSISTANT, LEVEL 3	
ADMINISTRATIVE ASSISTANT, LEVEL 4	
ADMINISTRATOR, PROPERTY, LEVEL 1	
ADMINISTRATOR, PROPERTY, LEVEL 2	
ADMINISTRATOR, PROPERTY, LEVEL 3	
ANALYST, BUDGET, LEVEL 1	
ANALYST, BUDGET, LEVEL 2	
ANALYST, BUDGET, LEVEL 3	
ANALYST, COST, LEVEL 1	
ANALYST, COST, LEVEL 2	
ANALYST, COST, LEVEL 3	
ANALYST, COST/PRICE, LEVEL 1	
ANALYST, COST/PRICE, LEVEL 2	
ANALYST, COST/PRICE, LEVEL 3	

ANALYST, MARKETING, LEVEL 1
ANALYST, MARKETING, LEVEL 2
ANALYST, MILITARY, LEVEL 1
ANALYST, MILITARY, LEVEL 2
ANALYST, MILITARY, LEVEL 3
ANALYST, MILITARY, LEVEL 4
ANALYST, OPERATIONS RESEARCH, LEVEL 1
ANALYST, OPERATIONS RESEARCH, LEVEL 2
ANALYST, OPERATIONS RESEARCH, LEVEL 3
ANALYST, PROCUREMENT
ANALYST, PROGRAM, LEVEL 1
ANALYST, PROGRAM, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 1
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 2
ANALYST, PROGRAM, RESOURCE MANAGEMENT, LEVEL 3
ANALYST, RESOURCES SYSTEM
ANALYST, TRAINING, LEVEL 1
ANALYST, TRAINING, LEVEL 2
ANALYST, TRAINING, LEVEL 3
ASSISTANT, BUDGET, LEVEL 1
ASSISTANT, BUDGET, LEVEL 2
ASSISTANT, LOGISTICS
ASSISTANT, MARKETING
ASSISTANT, SECURITY
CLERICAL/ADP/ADMINISTRATIVE and WORD PROCESSING
MAIL/ CLERK FILE
CLERK, OFFICE AUTOMATION
CLERK, PROCUREMENT
COORDINATOR, MARKETING
COORDINATOR, PRODUCT
COORDINATOR, PROJECT (Senior)
COORDINATOR, PROJECT
ENGINEER, CISR
ENGINEER, CHIEF
ENGINEER, ELECTRONICS, LEVEL 1
ENGINEER, ELECTRONICS, LEVEL 2

ENGINEER, ELECTRONICS, LEVEL 3
ENGINEER, ELECTRO-OPTIC Level 1
ENGINEER, ELECTRO-OPTIC Level 2
ENGINEER, ELECTRO-OPTIC Level 3
ENGINEER, KNOWLEDGE ACQUISITION/KNOWLEDGE ENGINEERING (KA/KE)
ENGINEER, MANUFACTURING
ENGINEER, NETWORK SYSTEMS
ENGINEER, PRODUCTION
ENGINEER, PROJECT
ENGINEER, QUALITY
ENGINEER, RELIABILITY/MAINTAINABILITY
ENGINEER, SAFETY
ENGINEER, SOFTWARE, LEVEL 1
ENGINEER, SOFTWARE, LEVEL 2
ENGINEER, SOFTWARE, LEVEL 3
ENGINEER, SYNTHETIC NATURAL ENVIRONMENT
ENGINEER, SYSTEMS, LEVEL 1
ENGINEER, SYSTEMS, LEVEL 2
ENGINEER, SYSTEMS, LEVEL 3
ENGINEER, TELECOMMUNICATIONS Level 1
ENGINEER, TELECOMMUNICATIONS Level 2
ENGINEER, TELECOMMUNICATIONS Level 3
ENGINEER, TEST
ENGINEERING, VALUE
ENGINEER, VISUAL SYSTEMS
PROGRAMMER, COMPUTER
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 1
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 2
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 3
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 4
SCIENTIST, CHEMICAL or BIOLOGICAL, Level 5
SCIENTIST, COMPUTER, LEVEL 1
SCIENTIST, COMPUTER, LEVEL 2
SCIENTIST, COMPUTER, LEVEL 3
SCIENTIST, RESEARCH, LEVEL 1

SCIENTIST, RESEARCH, LEVEL 2
SCIENTIST, RESEARCH, LEVEL 3
SPECIALIST, COMMAND TRAINING
SPECIALIST, CONFIGURATION MANAGEMENT/DATA MANAGEMENT
SPECIALIST, CONTRACT, LEVEL 1
SPECIALIST, CONTRACT, LEVEL 2
SPECIALIST, CONTRACT, LEVEL 3
SPECIALIST, HUMAN FACTORS
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 1
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 2
SPECIALIST, INVENTORY MANAGEMENT, LEVEL 3
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 1
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 2
SPECIALIST, LOGISTICS MANAGEMENT, LEVEL 3
SPECIALIST, OCCUPATIONAL SAFETY & HEALTH
SPECIALIST, PERSONNEL
SPECIALIST, POSITION CLASSIFICATION
SPECIALIST, PROTOCOL
SPECIALIST, PROVISIONING
SPECIALIST, PUBLIC AFFAIRS
SPECIALIST, PUBLICATION LEVEL
SPECIALIST, PUBLICATION LEVEL 2
SPECIALIST, QUALITY ASSURANCE
SPECIALIST, SECURITY
SPECIALIST, SOFTWARE (TEST/CM)
SPECIALIST, SUPPLY, LEVEL
SPECIALIST, SUPPLY, LEVEL 2
SPECIALIST, SUPPLY, LEVEL 3
SPECIALIST, TELECOMMUNICATIONS
SPECIALIST, TEST
SPECIALIST, TRAINING
SPECIALIST, WEAPONS SYSTEMS
TECHNICIAN, ACCOUNTING
WRITER, TECHNICAL

This Blanket Purchase Agreement does not obligate funds. The Government will be obligated only to the extent of calls placed by any NAVAIR Orlando TSD Contracting Officer supporting PEO STRI under this BPA.

REVIEWS OF BPA

Review Procedures

The contracting officer from the U.S. Army Space and Missile Defense Command (USASMDC) shall review a sufficient random sample of the BPA files at least annually to ensure that authorized procedures are being followed.

COMPLETION OF BPA

Completion of Blanket Purchase Agreements (BPAA):

The above BPA is considered complete when the purchases under it equal its total dollar limitaton, if any, or when its stated time period expires.

SUBMISSION OF INVOICES

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 1 copy, to the NAVAIR Orlando PCO TBD when call is signed at the following address:

PEO STRI
12350 Research Parkway
Orlando, FL 32826-3276

****electronic remittance is preferred**** unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the COR, TOR and ACO . Following verification, the contract auditor from DCAA office listed at

620 Discovery Dr

Huntsville, AL 35806

DoDAAC: HAA010



_____ will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

** is required with each invoice submittal.

** is required only with the final invoice.

XX is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

XX is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

BPA Master Dollar Limit: \$74,500,000.00

BPA Call Limit: 

Period of Performance: 29-Aug-2005 to 15-Apr-2009

FSC Codes:

R425

Section C - Descriptions and Specifications

SCOPE OF WORK**STATEMENT OF WORK****FOR
SYSTEMS ENGINEERING AND TECHNICAL
ASSISTANCE (SETA)****1. SCOPE**

This Statement of Work (SOW) identifies 29 functional areas for which PEO-STRI may require Systems Engineering & Technical Assistance (SETA). This assistance is required throughout the entire acquisition cycle, which starts with concept formulation and includes logistics support of fielded training devices. Under each area is a listing of example tasks associated with the particular functional area. These lists are not intended to be exhaustive, but rather identify the type of tasks that PEO-STRI has required in the past and expects to require in the future. Unforeseen requirements may identify additional tasks. All tasks will be inherently non-governmental tasks.

This SOW does not identify performance requirements or applicable documents. These items will be addressed under the individual Task Orders (TO's). In addition, this SOW does not provide for the purchase of equipment. Certain TO's may, however, require the purchase of "incidental materials". For these situations, the contractor must receive prior approval from the Contracting Officer. Attachment (1) to the SOW provides definition for some of functional areas.

2. REFERENCE DOCUMENTS

Task Orders generated will identify any applicable documents.

3. REQUIREMENTS

The contractor shall perform tasks as identified in individual task orders related to the areas identified under this paragraph:

4. *RELIABILITY, AVAILABILITY, AND MAINTAINABILITY (RAM) SUPPORT*

Examples include:

- a. Establishing RAM Requirements
- b. Evaluating RAM requirements to determine the Best Technical Approach

5. *SYSTEM TESTING*

Example tests include:

- a. Environmental/climatic test

- b. Functional/Performance Tests
- c. Transportation Tests
- d. Reliability Tests
- e. Maintainability Tests
- f. Supportability Tests
- g. Safety Tests
- h. Maintenance Tests
- i. Computer Program Tests
- j. Electromagnetic Compatibility Tests
- k. Engineering Design Tests
- l. Destructive Tests
- m. Accelerated Tests
- n. Chemical Tests
- o. Burn-in Tests
- p. Interchangeability Tests
- q. TEMPEST Tests
- r. Sneak Circuit Tests
- s. Worst Case Analysis
- t. Electrical Stress
- u. Environmental Stress Screening (Temperature/Vibration)
- v. Durability Tests
- w. Corrosion control Tests
- x. Selective Special Tests as defined in the work statement
- y. Interoperability Tests
- z. Compatibility Tests

6. TRAINING SYSTEM RELATED DOCUMENTATION

Examples include:

- a. System Transition Plan
- b. Computer Resources Management Plan
- c. System Safety and Health Hazard Assessment
- d. Materiel Release Package
- e. Configuration Management Plan
- f. Test and Evaluation Master Plan (TEMP)
- g. Integrated Logistic Support Plan/Life Cycle Support Plan
- h. Materiel Fielding Plan
- i. Transportability and Transportation Plan
- j. Material Deployment Plan
- k. System Safety Management Plan (SSMP)
- l. Environmental, Safety, and Health Evaluation
- m. Materiel Safety Release
- n. National Environmental Policy Act Documentation
- o. Environmental Assessment
- p. Environmental Impact Statement

7. TECHNICAL DATA

Examples include:

- a. Technical documentation generation/revision
- b. CAD drawing generation

8. *DEVELOP PRESENTATION MATERIALS*

- a. View Graphs
- b. Video Productions
- c. Briefing Drafts
- d. Brochures

9. *MAINTAIN TECHNICAL DATA REPOSITORY TO SUPPORT GOVERNMENT AND CONTRACTOR PERSONNEL*

10. *LOGISTIC SUPPORT*

Examples include:

- a. Logistics Concept Formulation
- b. Logistic Studies
- c. Provisioning
- d. Deployment Plan
- e. Sustainment Cost Management Annex

11. *ENVIRONMENT, SAFETY, AND HEALTH*

Examples include:

- a. Hazard Tracking and Risk Resolution (HTRR)
- b. MANPRINT Analysis
- c. Environmental Impact Statement

12. *BUDGETING AND COST ANALYSIS*

Examples include:

- a. Cost as an Independent Variable, Execution and Planning
- b. Creation of valid table Program Life Cycle Cost Estimates, Economic Analyses, and Independent Government Cost Estimates using Army costing guidelines and procedures
- c. Program Budget
- d. POM Input Test Cost Benefit Plan

13. SYSTEM QUALITY ASSURANCE

Examples include:

- a. Conducting failure analysis on materials
- b. Preparing materiel release documentation
- c. Conducting Reliability, Availability, Testability, and Maintainability assessments
- d. Developing an inspection system plan or a quality assurance program plan to include both inspection and test procedures
- e. Performing quality assurance inspections, acceptance testing, and physical and functional configuration audits on pre-production, production and surveillance materiel

14. CONFIGURATION MANAGEMENT

Examples includes:

- a. Configuration Audit Plan
- b. Functional Configuration Audit
- c. Physical Configuration Audit
- d. Engineering Drawings and Technical Data Package

15. TRAINING

Examples include:

- a. Training materials/manuals
- b. Cost estimates to meet training requirements
- c. Training programs review
- d. Training Requirements, Analysis, and Assessment

16. TECHNICAL SUPPORT AND SYSTEMS ENGINEERING

Examples include:

- a. Performance monitoring
- b. System Modifications
- c. Operational Requirements Document
- d. Work Breakdown Structure
- e. System Specifications
- f. Master schedules
- g. Concept of Operations
- h. Software Development/Reuse Plan

17. PRODUCTION

Examples include:

- a. Evaluating production plans
- b. Recommending design to unit procurement cost parameters
- c. Participating in production readiness assessments and reviews
- d. Conducting production and manufacturing technology assessments
- e. Participating in acceptance testing activities

18. CONCEPT ANALYSIS

Examples include:

- a. Analyzing training requirements
- b. Developing a Life Cycle cost budget
- c. Developing a Concept Formulation Schedule
- d. Conducting Market Survey to support information needs

19. TECHNICAL ASSESSMENT

Examples include:

- a. Conducting a preliminary assessment of training devices
- b. Reviewing pertinent documents
- c. Traveling to government and contractor facilities
- d. Identifying data and documentation needs associated with concept formulation
- e. Evaluating system readiness for training.
- f. Architecture/network assessments
- g. SDR/PDR/CDR proposed design versus system specifications

20. PROVIDE GFE/GFM INVENTORY SUPPORT**21. ENGINEERING SUPPORT**

Examples includes:

- a. Trade studies
- b. Evaluating technology transfer proposals
- c. Evaluating Engineering Change Proposals (ECP)
- d. Developing a prototype level design for a system or its subsystems
- e. Minimizing life cycle costs
- f. Achieving interoperability with other systems

- g. Maximizing the use of standard parts
- h. Achieving compatibility with skill levels of operator and maintenance personnel
- i. Verifying design meets user's requirements
- j. Verifying durability of the design
- k. Assessing the degree to which systems or subsystem technology can be applied to other systems or subsystems
- l. Developing a purchase description for selected systems or subsystems
- m. Determining the performance and physical characteristics of a system
- n. Generating design information documentation for an already existing system

22. *SYSTEM ANALYSIS*

Example tasks include:

- a. Conduct surveys in support of modeling, data base generation, situation characterization, and system evaluation
- b. Develop, modify, maintain, and utilize data bases to perform parameter elimination to simulate systems, and to analyze test results
- c. Develop and review mathematical models to describe and predict threat, environment, and defensive posture on the battlefield as a means of simulation testing
- d. Design, code, test, debug and modify systems analysis mathematical models.
- e. Identify the effectiveness of the system through the use of mathematical models and systems analysis techniques.

23. *MAINTAINABILITY*

Examples include:

- a. Maintenance support plans
- b. Logistic and maintainability demonstrations
- c. Depot level maintenance studies
- d. Reliability centered maintenance programs
- e. Maintenance and operating procedures
- f. Validation of maintenance procedures
- g. Failure Modes Effects and Criticality Analysis (FMECA)

24. *AUTOMATIC DATA PROCESSING (ADP)*

Examples include:

- a. Development and maintenance of computer programs pertaining
- b. Information extraction databases
- c. Requirements analysis and software development software to establish a computer network
- d. Computer hardware and software installation
- e. Training for government personnel

25. GENERAL ENGINEERING

Examples include:

- a. Cost estimates for research, development, production, life cycle engineering, and program support.
- b. In-process-assessments of contractor, test, production, maintenance, and LCCS facilities
- c. Materiel usage and inventory Requirements
- d. Request for Deviation evaluation
- e. Evaluation of alternate sources for components

26. ELEMENTAL SUPPORT

Examples include:

- a. Prepare procurement request documentation IAW the Federal Acquisition Regulation
- b. Evaluate statements of work and prepare synopses of proposals IAW applicable evaluation plans.
- c. Perform equipment and property inventory and generate related inventory documentation
- d. Perform pre-operation surveys and in-process monitoring of materiel at contractor and other Government agency, test, production, maintenance, and LCCS facilities.
- e. Conduct presentations in areas of technical interest.
- f. Prepare monographs and summaries to address public concerns in matters of training devices
- g. Prepare plans for the procurement of facility equipment and the design for facility layout and work station floor plans

27. PLANNING AND REPORTING

Examples include:

- a. Prepare administrative reports
- b. Conduct survey to determine personnel and materiel resources
- c. Prepare and track reports on organizational funding and effectiveness
- d. Provide commercially unique audio visual services such as processing 16mm motion picture film, service photographic and audio visual equipment, process film for proof prints on a quick response basis on 35mm and other miniature size films
- e. Develop both hardcopy and softcopy presentations
- f. Review and synopsize technical management reports
- g. Generate review packages and meeting minutes for select meetings
- h. Present technical and administrative reports at select meetings
- i. Coordinate meetings and technical symposiums
- j. Coordinate VTC activities
- k. Generate supporting documentation for technical overviews, departmental reviews, decision briefings, quarterly reviews and analyses
- l. Generate program summaries, information papers, decision papers, status reports, funding profiles, and program justifications
- m. Track and report project disbursements and obligations.
- n. Prepare input to progress reports, reviews and other related documentation to support technical, logistic and administrative program exercises
- o. Prepare or review plans, requirements, summaries, agreements, objectives, policies, strategies, justifications, memorandums, models, criteria, assessments and procedures to support program and mission area management

28. *READINESS SUPPORT*

The contractor shall:

- a. Inventory control and Lifecycle Contractor Support (LCCS) functions
- b. Review and analyze LCCS contractor reports and provide recommendations, comments, trends and other pertinent information
- c. Analyze on-going and planned LCCS programs for completeness, efficiency, and cost effectiveness.
- d. Review existing training device publications, repair parts procurement documentation and communicate with prime and vendor manufacturers to identify the repair parts that should be economically repairable

29. *FOREIGN MILITARY SALES (FMS)*

Examples include:

- a. Conduct case initiation efforts such as preparation of Price and Availability (P&A) data, planning and Review (P&R) data, Letters of offer, and amendments, DD Forms 2060/2061, financial analyses, impact statements, payment schedules, delivery schedules, assessment of nonrecurring cost data and Congressional Notification data
- b. Provide a financial action and delivery tracking system and management reports
- c. Conduct financial reconciliation of FMS case documentation
- d. Investigate, identify and recommend system support planning and analyses for support equipment (SE) and training
- e. Assess and make recommendations for preparation of specifications and other required data for FMS contract administration
- f. Conduct analyses of FMS customer country peculiar configuration variances, variances in contractor furnished equipment/government furnished equipment, and engineering analyses of country support requirements for software and software design/maintenance
- g. Conduct integrated logistics support (ILS) planning and country peculiar logistics support analyses (LSA) implementation. Includes analyzing and reporting FMS customer maintenance and supply support capabilities and making recommendations for improvements
- h. Conduct site surveys and analyze customer country engineering support capabilities in connection with training system modification efforts
- i. Conduct production planning reviews of FMS equipment or systems in terms of rate analyses, reliability and maintainability studies and production improvement programs
- j. Develop FMS training packages and updates to existing training packages

30. *ADMINISTRATION & OPERATIONS SUPPORT*

Examples include:

- a. Administers Task Orders from award through Task Order closeout or termination
- b. Monitors contractor progress to ensure compliance with the Task Order
- c. Evaluates such items as contractor's compliance with Task Order clause-terms and conditions, price and delivery readjustments, excusable delays, mutual mistakes
- d. Identifies, analyses, and resolves a range of budgetary problems.

- e. Identifies changes in work operations and inventories, recommending appropriated adjustments to the budget
- f. Applies analytical methods such as cost benefit analysis and decision theory to a variety of budgetary situations.
- g. Identifies quantitative budgetary and financial relationships between the command's overall mission and its financial budget
- h. Conducts cost/price and similar statistical analyses in support of an acquisition, e.g., contractor cost proposals and contractor incurred costs
- i. Identifies quantitative budgetary and financial relationships between all financial systems that support the command's overall mission as well as external financial systems within AMC, DA, and DOD organizations. HQ
- j. Prepare forms, formats, documents reports, and related budget requirements to assist in compiling and organizing of annual budget requests for command.
- k. Identifies and crosschecks the agreement, accuracy, and completeness of budget estimates submitted by organizational components.
- l. Compute Economic Order Quantities (EOQ)
- m. Monitor inventory of stock located at depot
- n. Provide funding reports, requisition summary reports, Inventory Control Effectiveness reports to management
- o. Monitor and process requirements for parts support to all training devices under contractor logistics support
- p. Prepares and review logistics program schedules and other program management schedules
- q. Reviews procurement requests in the early phases of contracting; prepares determination and findings
- r. Analyses pre-production costs, direct labor hours, overhead rates, proposed bills of materials, and estimated profits for determining reasonableness
- s. Supply Support functions.

31. *POST PRODUCTION SOFTWARE SUPPORT (PPSS)*

Examples include:

- h. Providing testing support Distributed Interactive Simulation (DIS) technology
- i. Providing testing support to High Level Architecture (HLA) technology
- j. Providing Systems Architecture and Software Engineering Support
- k. Integrating approved software changes
- l. Conducting manpower and personnel integration (MANPRINT) studies
- m. Providing general programmatic support
- n. Generating Progress Reports
- o. Conducting program reviews
- p. Travel to both CONUS or OCONUS sites

32. SUPPLIES AND TRAVEL

You shall purchase supplies as required to support performance of individual Task Orders. For supply purchases you must receive prior approval from the Contracting Officer. Supplies required to support the above mission areas may include buildings, and facilities; public utilities; printing services; leased motor vehicles; equipment, information technology infrastructure, machine tools, and the alteration or installation of any of the foregoing; shipping of equipment and transportation of personnel; and public works. You shall perform travel in accordance with Joint Travel Regulation requirements.

33. SECURITY

The contractor shall comply with the DD Form 254, Contract Security Classification Specification, which is provided as an attachment to this statement of work. Prior to assigning an employee in support of the contract, the contractor shall certify the existence of a minimum SECRET security clearance for each employee to the PEO STRI Security Office. The highest level of clearance required by this Basic Purchase Order is SECRET. However, separate Calls may be issued which require access to TOP SECRET information. Specific instructions and a Call specific DD Form 254 will be issued as part any such Call.

Section D - Packaging and Marking

TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

Section E - Inspection and Acceptance

Inspection and acceptance will take place at Government facility.

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-6	Inspection – Time and Material and Labor Hour	MAY 2001

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Section F - Deliveries or Performance

PERFORMANCE PERIOD

PERIOD OF PERFORMANCE

The contractor shall provide all level of effort, material/equipment, data, and reports required by calls from the effective date of the blanket Purchase Agreement through 15 April 2009.

Section G - Contract Administration Data

CONTRACTING OFFICER'S REP

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer has designated the following person as the authorized Contracting Officer's Representative (COR) for this contract.

[REDACTED]
12350 Research Parkway
Orlando, FL 32826-3276
[REDACTED]

(b) The duties of the COR in accordance with DFAR 201.602 are limited to the following:

A contracting officer's representative (COR)-

- (1) Must be a Government employee, unless otherwise authorized in agency regulations.
- (2) Must be qualified by training and experience commensurate with the responsibilities to be delegated in accordance with department/agency guidelines.
- (3) May not be delegated responsibility to perform functions at a contractor's location that have been delegated under FAR 42.202(a) to a contract administration office.
- (4) May not be delegated authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.
- (5) Must be designated in writing, and a copy furnished the contractor and the contract administration office-
 - (i) Specifying the extent of the COR's authority to act on behalf of the contracting officer;
 - (ii) Identifying the limitations on the COR's authority;
 - (iii) Specifying the period covered by the designation;
 - (iv) Stating the authority is not redelegable; and
 - (v) Stating that the COR may be personally liable for unauthorized acts.
- (6) Must maintain a file for each contract assigned. This file must include, as a minimum-
 - (i) A copy of the contracting officer's letter of designation and other documentation describing the COR's duties and responsibilities; and
 - (ii) Documentation of actions taken in accordance with the delegation of authority.

INSTRUCTIONS TO PAYING OFFICE

INSTRUCTIONS TO PAYING OFFICE

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

Section H - Special Contract Requirements

DISCLOSURE

DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION

(a) During the performance of this BPA, the Government may use an independent services contractor (ISC) , who is neither an agent nor employee of the Government, to conduct reviews, evaluations, or independent verification and validations (IV&V) of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities, and access to the ISC for purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any finding, recommendations, analyses, or conclusion of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC require access to or the use of information (other than restricted cost or pricing data) which is proprietary to the prime contractor.

(e) To protect such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer (PCO).

EMPLOYMENT OF DOD PERSONNEL

EMPLOYMENT OF DOD PERSONNEL RESTRICTED

In performing this Blanket Purchase Order Agreement, the contractor will not employ (on either a full or part-time basis) any active duty DoD personnel (civilian or military) as a consultant or employee at the contractor or any subcontractor tier, without the prior written approval of the BPA Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws of DoD, or service instruction, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

ORGANIZATIONAL CONFLICT OF INT

ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES)

(a) Purpose. The primary purpose of this clause is to ensure that the Contractor

(1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of calls under this Blanket Purchase Agreement(BPA), and

(2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work being performed under the calls of this Blanket Purchase Agreement.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliate organizations or their successors in interest (hereinafter referred to collectively as the "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(1) The restrictions set forth in paragraph (f) apply to supplies, services, and other performance rendered with respect to the Suppliers and/or Equipment listed on Attachment (1). The calls under this BPA will specify to which Supplier and/or Equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of Contractor personnel performing work under calls issued against this BPA shall be deemed to be the interests of the Contractor for the purposes of determining the existence of an Organization Conflict of Interest.

(c) Waiver. Any request for waiver of the provisions of subparagraphs (f)(2), (f)(3), or (f)(6) of this clause shall be submitted in writing to the BPA Contracting Officer and shall set forth all relevant facts in support of the request for a waiver including proposed contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to subparagraph (f)(4) of this clause.

(d) Disclosure of Potential Conflicts of Interest for calls under this Blanket Purchase Agreement(BPA).

(1) The Contractor agrees to disclose, in writing at anytime during performance of any call, issued against this BPA, any relevant facts pertaining to work previously performed or presently being performed by the Contractor under private or Government contractual vehicles wherein the subject matter includes systems, components, technology or services identical or similar to that encompassed by the proposed task order and which might give rise to the appearance of a conflict of interest (as defined in paragraph (b) of this clause). Such disclosure should set forth all relevant facts including identification of contractual vehicles under which work was or is being performed.

(2) If any of the calls identified pursuant to subparagraph (d)(1) contain an Organizational Conflict of Interest Provision, the Contractor may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest. Such a request must be submitted in writing to the BPA Contracting Officer.

(e) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system; major component, subassembly or subsystem; project; or item.

(2)"Nondevelopmental items" are those items which have not been designed or developed by the Contractor.

(3) "Systems Engineering" (SE) includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Specific examples of SE include determining sizes of system

components and maximum operational accuracy, establishing system performance specifications, solving interface problems to insure system compatibility, defining interfaces, analyzing subsystems for projections of design compromise, establishing test requirements, evaluating test data to verify performance estimates and recommend design changes, setting program milestones and schedules and monitoring Contractor progress.

(4) "Technical direction" (TD) includes a combination of substantially all of the following activities developing work statements, determining parameter, directing other contractors' operations, and resolving technical controversies. Specific examples of TD include such tasks as reviewing a Contractor's work, preparing work statements and tasks for other contractors consistent with appropriate development plans; monitoring of subsystem design work in critical areas; conducting organizational evaluation test; exchanging information on progress and problems; directing or planning for future work, and where necessary, modifying, realigning or redirecting a Contractor's technical effort; design engineering of subsystems; direct assistance to associate contractors; planning and developing ground support systems research, development, and operational phases of a program; directing test programs for a system, subsystem, and selected components; directing associate contractors to implement such research, development, and operational requirements as are appropriate and directing contractors in implementing reliability programs, and making technical evaluations and recommendations concerning technical proposals and specifications submitted by contractors.

(5) "Advisory and Assistance Services" (AAS) are those services policy development decision making; or, to support or improve the acquired from non-governmental sources to support or improve agency management of organizations or the operation of hardware systems. Such services, may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

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(6) "Contractor" means the firm signing this Call Under the BPA.

(7) "Affiliates" means officers or employees of the prime Contractor and first tier subcontractors involved in the program and technical decisions making process concerning this BPA.

(8) "Interest" means organizational or financial interest.

(9) "Weapons system supplier" means any prime Contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(f) Contracting restrictions.

(1) To the extent the Contractor provides systems engineering and technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the Contractor shall not (i) be awarded any contractual vehicle to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. (FAR 9.505-1(a))

(2) To the extent the Contractor prepares and furnishes complete specifications covering nondevelopmental items to be competitively acquired, the Contractor shall not be allowed to furnish these items or their major component including software either as a prime contractor or subcontractor. This rule applies to the initial production contractual vehicle Task Order for such items plus a specified time period or event. (FAR 9.505-2(a)(1)).

(3) To the extent the Contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the Contractor may not supply the systems, major components thereof or the services unless the Contractor is the sole source, or a participant in the design or development work, or one of several contractors involved in preparation of the work statement. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under Calls issued against this BPA requires access to proprietary data of other companies, the Contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the PCO upon request. The Contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of the Calls issued under this BPA. Further, the Contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. (FAR 9.505-4(a))

(5) Preparation of Statements of Work or Specifications. If the Contractor under this BPA assists substantially in the preparation of a statement of work or specifications, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply.

(6) Advisory Assistance Services (AAS). If the Contractor provides AAS services as defined in paragraph (e) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the Contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the BPA Contracting Officer, the Contractor shall not perform any such work under Calls issued against this BPA on any of its products or services, or the products or services of another firm for which the Contractor performs similar work. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on BPAs and/or other contractual vehicles for A&AS.

(7) Contractor Standard Commercial Items. Nothing in this paragraph shall preclude the Contractor from offering or selling its standard commercial items to the Government. "Standard Commercial Items" as used herein includes supplies and services of a class or kind which is used regularly for other than

Governmental purposes and is sold or traded in substantial quantities to the general public in the course of conducting normal business operations.

(8) Contractor Items Currently Furnished. The Contractor, and its affiliates, shall not be restricted from furnishing, and continuing to furnish, any equipment or services that it or its affiliates are currently furnishing or have furnished in the past, nor will the Contractor, or its affiliates, be restricted from furnishing modifications or improvements to said equipment nor from furnishing interface equipment, programs or services in connection with said equipment. Further, the Contractor, and affiliates are not to be restricted from furnishing other equipment or services for this program that perform the same functions as those performed by equipment or services presently furnished by the Contractor or its affiliates for similar programs.

(g) Government Data and Information. All Government data and information provided for performance of Calls issued against this BPA be safeguarded and protected from any disclosure or other unauthorized use.

(h) Remedies. In the event the Contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this BPA. If such noncompliance is the result of conflicting financial interest involving Contractor personnel performing work under Calls issued against this BPA, the Government may require the Contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this BPA, by applicable statutes or by applicable regulations.

(i) Warranty Against Existing Conflict of Interest. The Contractor warrants that neither the prime Contractor nor any first tier subcontractors have any contractual vehicles with or any interests in a weapons system supplier referenced in paragraph (a)(2) above, other than those disclosed pursuant to the clause, "Organizational Conflicts of Interest Certification" of this solicitation. The Contractor recognizes that during the term of this BPA, additional weapons system suppliers may be identified. In such an event, the Contractor agrees to disclose to the Government information concerning any contractual vehicle or interest between the Contractor or its affiliates and any weapons system supplier if the Contractor or interest arises during the term of this BPA. Such information must include:

- (1) the identity of the weapons system supplier;
- (2) a description of the work to be performed under the contractual vehicle with the weapons system supplier;
- (3) the dollar amount of the contractual vehicle or interest;
- (4) the period of performance.

CONDUCT OF PERSONEL

CONDUCT OF PERSONNEL

The Contractor, including his assigned personnel, performing services on a military reservation shall be guided by and shall observe and comply with all applicable rules, regulations, directions and requirements pertaining to conduct of personnel on the military reservation as prescribed by the Commander of the military reservation during the performance of the required services. The Contractor further agrees to recognize the authority of the responsible military Commander to suspend, restrain or restrict the activities of Contractor personnel whenever in his judgment such action is deemed necessary for the protection of personnel and equipment under his military jurisdiction

FACILITIES**FACILITIES**

Tasking identified in the Statement of Work (SOW) will be performed at multiple locations.

(1) ONSITE - Collocated with government personnel in government furnished facilities.

(2) OFFSITE - (Contractor leased facilities) Located within 5 miles, for performance of core efforts/task orders for supply support, of PEO-STRI's main building located at 12350 Research Parkway, in the Central Florida Research Park in Orlando, Florida.

For those specific contractors located ONSITE, the government will provide workspace, office furniture, network connectivity, PC workstations, and telephone service. The government shall provide security and facility access to government buildings as required by government regulation.

For contractor's residing at an OFFSITE location, the contractor shall provide PC workstation, furniture, other office equipment and telephone service.

WORK SCHEDULE**GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)**

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

INVITED CONTRACTOR/TECH REPINVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE

STATUS REPUBLIC OF KOREA

a. Invited contractor or technical representative status under the U.S.-ROK SOFA is subject to the written approval of HQ USFK, ACofS, Acquisition Management

b. The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management, in accordance with FAR 25.8, and USFK Reg 700-19. The Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of the determination.

c. Subject to the above approval, the contractor, including their employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Reg 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the invited contractor or technical representative status is not withdrawn by USFK.

d. The contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. armed forces.

e. During performance of the work in the ROK required by this contract, the contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.

f. The authorities of the ROK will have the right to exercise jurisdiction over invited contractors and technical representatives including officials and 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, U.S.-ROK SOFA, related Agreed Minutes and Understandings on Implementation. 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. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

g. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for contractor air crews flying Military Airlift Command missions, all U.S. contractors performing work on United States Air Force classified contracts

will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.

h. Invited contractor and technical representative status will be withdrawn by USFK on--

(1) Completion or termination of the contract.

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

(3) Proof that the contractor or employees are engaged in practices illegal in the ROK or are violating USFK regulations.

i. It is agreed that the withdrawal of the invited contractor or technical representative status or any of the privileges associated therewith by the U.S. Government, will not constitute grounds for excusable delay by the contractor in the performance of the contract, nor will it justify or excuse the contractor defaulting the performance of this contract; and such withdrawal will not serve as a basis for the filing of any claims against the U.S. Government if the withdrawal is made for the reasons stated in subparagraph h above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw SOFA status and privileges by USFK shall be final and binding on the parties unless it is patently arbitrary, capricious, and lacking in good faith.

DEPLOYMENT

The following guidelines shall apply to contractors deploying to an AOR unless superceded by the CINC's OPORD, OPLAN or VOCCO.

Training and equipment shall be provided by the Government for all contractors deploying to the AOR as outlined in DA PAM 715-16, dtd 27 Feb 1998, SUBJ: "Contractor Deployment Guide".

Deployment requirements shall be met through an IDS (Individual Deployment Station) or CRC (CONUS Replacement Center) or equivalent. If directed by the Government, equivalent training and or equipment issue may be pursued by the contractor on a reimbursable basis.

Primary means of travel, training and equipment issue will be through the use of an ITO (Invitational Travel Orders) unless otherwise directed by the COTR.

Hardship and Danger Pay:

Hardship differential pay shall be provided to the contractor at a rate set forth by the Department of State (currently set at ██████ for Kuwait).

Hazardous duty pay shall be provided to the contractor at a rate set forth by the Theater Commander (currently ██████ as of 1 Feb 03, w/█████ authorized in case of hostilities – this rate applies to the CFLCC AO).

Note that each increase in pay must be authorized by the COTR. If not, the contractor may evacuate the theater with no negative ramifications.

Acts and Laws:

57.1 The “War Hazards Compensation Act”, “Longshore and Harbor Workers’ Compensation Act” and the “Soldiers and Sailors Civil Relief Act” (in case of captivity), apply to all deploying contractors. Any additional cost incurred by the contractor to meet these laws will be on a reimbursable basis.

Designation of Essential Contract personnel

The COTR will state in writing and upon approval of the commander the by name list of contractor personnel that identified as “Essential”. These personnel will continue their mission as specified in this statement of work even after the declaration of hostilities and any NEO (Non-essential Evacuation Order). The contractor shall also prepare a contingency plan to ensure all contract positions identified as essential are maintained.

All contractors not identified as essential shall be evacuated from the theater once a NEO order is issued.

HAZARDOUS STATEMENT

Contractors are expected to comply with all applicable US and international law. Unless addressed otherwise by international agreement, contractor personnel are subject to the law of the nation in which they are located. This means that contractors must be prepared to comply with all local taxes, immigration requirements, customs formalities and duties, environmental rules, bond or insurance requirements, work permits, and transportation or safety codes. The fact that the military force for which they are performing services enjoys certain exemptions from local law does not mean contractor personnel are also exempt--generally, contractor personnel are not exempt from local law. During a declared war, contractor personnel accompanying the armed forces are subject to the criminal jurisdiction of the military and the Uniform Code of Military Justice. However, in all circumstances contractors are subject to host nation criminal law, unless specifically addressed otherwise by international agreement. Under newly enacted United States law, contractor employees and other civilians accompanying the armed forces can also be prosecuted by the United States for criminal acts.

When contractor personnel are deployed in support of US Army operations, the US Army may provide or make available, under terms and conditions as specified in the contract, force protection and support services commensurate with those provided to DoD civilian personnel to the extent authorized by US and host nation law. These services may include but are not limited to medical/dental care, messing, quarters, special clothing, equipment, training, mail, and emergency notification. US Army units are to provide only those goods and services to contractor personnel that are specified in the terms of the contract when authorized under host nation law or applicable international agreement.

During contingencies that constitute international armed conflicts, contractor personnel are non-combatant persons accompanying the armed forces but may nevertheless be subject to hostile action because of the support they provide in close proximity to combat forces. Commanders should take care to ensure contractor personnel are not used in any manner that would jeopardize their status under international law as non-combatant persons accompanying the armed forces. Assuming they have not jeopardized their status as noncombatants, if captured during an international armed conflict, contractor personnel accompanying the armed forces are afforded the same protection granted to Prisoners of War (POWs) under the Third Geneva Convention of 1949.

Commanders should not issue firearms to contractor personnel operating on their installations, nor should they allow contractor personnel to carry personally owned weapons. With the express permission of the geographic CINC and in consultation with host nation authorities, commanders may deviate from this prohibition of firearms only in the most unusual circumstances (e.g., for protection from bandits or dangerous animals if no military personnel are present to provide protection).

Commanders should not issue military garments (e.g., BDUs, Gortex jackets) to contractor personnel. Exceptions may be made for compelling reasons such as a need for chemical protective equipment when the contract requires the Government to issue such items rather than requiring the contractor to provide them to its personnel. Should commanders issue any type of standard uniform item to contractor personnel, care must be taken to require that the contractor personnel be distinguishable from military personnel through the use of some distinctively colored patches, armbands, or headgear. Although many contractor personnel supporting US Army operations are former military members, the contract and commanders must make it clear that contractor personnel have no military status.

Pursuant to the Defense Base Act (42 U.S.C. 1651 et seq.) US contractor personnel deployed in a theater of operations to perform "public work" may qualify for workers' compensation if injured, killed or missing while deployed. Compensation and limitations are further explained in the War Hazards Compensation Act (42 U.S.C. 1701 et seq.). Ordinarily, contractors will be required to obtain insurance coverage for such risks and potential compensation on behalf of its employees (FAR 28.305, 52.228-3 or 52.223-4).

The requirements of this contract have been identified by the U. S. Government as being essential to the mission and operational readiness of the U. S. Army operating worldwide. Therefore, the contractor may be required to perform this contract during crises, including war or a state of emergency, subject to the requirements and this provision.

The contractor shall be responsible for performing all requirements of this contract notwithstanding a crisis situation including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U. S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract by cause. If a crisis is determined, an equitable adjustment will be negotiated.

Crisis situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

Contractor personnel and dependents may be integrated into Government contingency plans and afforded the same rights, privileges, protection, and priority as U. S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel and dependents should conditions warrant.

The contractor further agrees to assure that formal company policies and procedures effectively address the obligations in this clause, and that all employees associated with this contract are fully aware of those specified policies, procedures, and obligations.

WORKERS' COMPENSATION INS

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

MATERIALS

MATERIALS

MATERIALS AND SPECIAL TEST EQUIPMENT (STE):

a. It is not the intent of the Government to facilitate any contractor performing Calls issued against this BPA. In accordance with FAR 45, the contractor shall provide all resources necessary to perform the calls issued hereunder.

b. The Materials CLIN of this contract allows for the purchase of consumable materials, STE, and materials required to fabricate a deliverable end-item for the Government. Unless specific approval is included in the MATERIALS section of a given call, all materials that the contractor intends to direct charge to the call under this BPA requires the prior written approval of the Contracting Officer.

c. Prior to the purchase or lease of any of the following materials, and services therefor, the contractor must obtain the written approval of the Contracting Officer:

Automated Data Processing Equipment (ADPE)/Computer Hardware and Firmware;

ADPE Support Equipment;

Printing and Reproduction equipment

Software;

Telecommunications Equipment;

Support services for any/all of the above; and

All other items which the contractor intends to direct charge to the contract or which could potentially be considered to fall within the parameters of the FAR 45.301 definition of facilities.

TRAVEL

ESTIMATED TRAVEL: The contractor has no authority to incur travel costs without explicit written approval (email acceptable) of the Contracting Officer or the designated representative issuing Calls under this BPA. The contractor is not authorized to travel outside the United States without the explicit written approval

(email acceptable) of the Call Contracting Officer. Under no circumstance shall the contractor incur travel costs in excess of the NTE amount stated herein. NTE: [REDACTED] Per Year.

TECHNICAL DATA AND INFORMATION

TECHNICAL DATA AND INFORMATION

Technical Data and Information shall be delivered in accordance with the requirements of the **Contract Data Requirements List, DD Form 1423-1, JUN 90, Data Item No. A001, Monthly Progress and Status Report**, attached hereto, to the following:

Technical Oversight Representative:

Program Executive Office Simulation, Training and Instrumentation (PEO STRI)

[REDACTED]
12350 Research Parkway
Orlando, FL 32826-3276

[REDACTED]

Contracting Officer Representative:

Program Executive Office Simulation, Training and Instrumentation (PEO STRI)

[REDACTED]
12350 Research Parkway
Orlando, FL 32826-3276

[REDACTED]

- (a) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423-1, or unless approved in writing by the PCO.
- (b) The Government review period provided on the DD Form 1423-1 for each item commences upon receipt of all required data by the technical activity designated in Block 6.
- (c) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.
- (d) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(e) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

REIMBURSEMENT OF TRAVEL, ETC.

REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS

(a) Area of Travel. Performance of this BPA may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of Calls issued against this BPA in accordance with FAR Subpart 31.2. Travel required for Calls under this BPA shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a Call requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the Calls are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the Calls issued against this BPA and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the Call, if applicable. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the Call or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the Call or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a Call assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this BPA or a Call issued thereunder. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat [REDACTED] on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

MATERIALS AND TRAVEL

MATERIALS AND TRAVEL

Materials shall be purchased and travel shall be performed as required to support performance of the Call. Travel will be performed in accordance with Joint Travel Regulation requirements. Items included in Schedule B, Do Not Buy list, shall not be purchased under this vehicle.

APPROVAL OF WAIVERS

APPROVAL OF WAIVERS

Requests for waivers of labor categories shall include the applicable Call number, the labor category, a detailed explanation of the circumstances necessitating the proposed waiver, and a complete resume of the proposed personnel. The request shall be submitted to the COR with a copy to the NAVAIR Orlando Contracting Officer, and shall include any other information requested by the Contracting Officer. The Contracting Officer will provide written/electronic approval or disapproval of the waiver request.

PLACES OF PERFORMANCE

PLACES OF PERFORMANCE

Places of performance include, but are not limited to, the following sites:



KEY PERSONNEL

ADDITION OR SUBSTITUTION OF KEY PERSONNEL

(a) A requirement of this BPA is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the BPA for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the BPA, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the BPA occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the BPA is not reasonably

forthcoming or that the resultant reduction of productive effort would impair the successful completion of the BPA or the Call issued under the BPA, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the BPA price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

TYPES OF CALLS UNDER BPA

a. The following types of calls may be issued under this Blanket Purchase Agreement:

Time and Materials (T&M)
Firm Fixed Price (FFP)

(1) Time and material calls may be used when it is not possible to accurately estimate the extent or duration of the work or to anticipate costs with a reasonable degree of certainty. Under this type the Contractor shall be required to submit an estimated Not-To-Exceed price utilizing the appropriate T&M labor rates established in the cost information schedule. The resulting negotiated estimated amount, including material and travel costs, as necessary, represents the Total Estimated Not-To-Exceed Ceiling price of the order. The ceiling price may not be exceeded unless a modification to the call is issued by the Contracting Officer.

(2) Firm fixed price calls may be issued when the scope of effort is sufficiently defined to allow technical and cost risks to be predicted with reasonable certainty. Under this type the Contractor shall be required to submit a firm fixed price proposal for accomplishing the total effort inclusive of all labor, material and travel costs, as appropriate. The contractor shall be required to deliver the specified product within the specified time and FFP amount.

AUTHORIZED TO PLACE CALLS

NAVAIR Orlando TSD and U.S. ARMY PEO STRI Acquisition Center are the only organizations authorized to place orders against this Blanket Purchase Agreement.

DODAAC: W900KK

ADDRESS: U.S. Army PEO STRI Acquisition Center
12350 Research Parkway
Orlando, FL 32826-3276

DODAAC: N61339

ADDRESS: NAVAIR Orlando Training Systems Division (TSD)
12350 Research Parkway, Code 2535

Orlando, FL 32826

Technical Point of Contact



TOR

CONTRACTING OFFICER'S TECHNICAL OVERSIGHT REPRESENTATIVE (TOR)

(a) Each individual Call shall be assigned a Technical Oversight Representative (TOR) and may be assigned an alternate TOR.

(b) The TOR shall be contacted for informational purposes and may be responsible for invoice certification. The TOR is not an Administrative Contracting Officer and does not have the authority to direct the accomplishment of this effort or encourage work which is beyond the scope of the Statement of Work in the BPA. The TOR is typically a Government representative who monitors daily activities for the COR at a Government site.

(c) When, in the opinion of the contractor, the TOR requests effort outside the existing scope of the BPA or Call under the BPA, the contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the BPA (or in the case of a Call against the BPA), until the Contracting Officer has issued a modification to the BPA; or until the issue has been otherwise resolved.

(d) Only a Contracting Officer has authority to make changes concerning the requirements of the subject BPA or Call against the BPA.

ON-SITE ACCESS

ON-SITE ACCESS

When work is being performed on a Government installation and on-site work space and/or facilities are furnished to Contractor personnel, the Contracting Officer Representative (COR) or his Technical Oversight Representative (TOR) or other authorized Government personnel shall have access at any time.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.213-1	Fast Payment Procedure	FEB 1998
52.216-24	Limitation Of Government Liability	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-14	Rights in Data--General	JUN 1987
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	MAY 1999
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-7	Notification Of Changes	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.204-7000	Disclosure Of Information	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2005
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991

252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over [REDACTED] in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of [REDACTED] or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over [REDACTED] unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over [REDACTED]).

(vi) 52.222-41, Service Contract Act, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over [REDACTED] that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed [REDACTED])

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

2.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

██████████

and

██

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in 225.7401].

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J – LIST OF ATTACHMENTS**

<u>TITLE</u>	<u>DATE</u>	<u>#OF PAGES</u>
Order for Supplies or Services For “Systems Engineering and Technical Assistance”	26 AUG 05	57
Contract Data Requirements List (DD Form 1423) Exhibit A. The Data Item Descriptions (DIDs) are upon Request.	16 AUG 05	3
Contract Security Classification Specification, DD Form 254, Attached herein.	DEC 99	3
List of Prohibited and Special Attention Items Related to Purchase Card Buys, Page 62 through 72 Attached herein.	Undated	11
List of Labor Categories For Systems Engineering and Technical Assistance (SETA), Page 1 through 109	Undated	109