

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PAGE 1 OF

2. CONTRACT NO. DAAB15-00-A-1023

3. AWARD/EFFECTIVE DATE: 30 JUN 00

4. ORDER NUMBER

5. SOLICITATION NUMBER: DAAB15-00-Q-1003

6. SOLICITATION ISSUE DATE: 07/06/20

7. FOR SOLICITATION INFORMATION CALL:

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: CODE W730LH

10. THIS ACQUISITION IS

11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS

USA CECOM Acquisition Center - Washington (CAC-W)
ATTN: AMSEL-AC-WA-A (Jan Pennington)
2461 Eisenhower Avenue, Hoffman Building 1, Room 284
Alexandria, Virginia 22331-0700

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE: % FOR

SMALL BUSINESS

SMALL DISADV. BUSINESS

81A)

SIC: _____

SIZE STANDARD: _____

11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFP IFB RFP

15. DELIVER TO CODE

IN ACCORDANCE WITH INDIVIDUAL TASK/DELIVERY ORDERS

16. ADMINISTERED BY CODE

SEE BLOCK 9 ABOVE.

17a. CONTRACTOR/OFFEROR CODE QN699 FACILITY CODE

SIGCOM, Inc.
4230 Beechwood Drive
Greensboro, North Carolina 27410
TELEPHONE NO. (336) 446-6714

18a. PAYMENT WILL BE MADE BY CODE

IN ACCORDANCE WITH INDIVIDUAL TASK/DELIVERY ORDERS

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, PAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, PAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Terri L. Kim*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Mary J. Byrd*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Terri L. Kim, Executive Vice President

30c. DATE SIGNED: 6/29/00

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): MARY J. BYRD, CONTRACTING OFFICER

31c. DATE SIGNED: 6/29/00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

COMPLETE PARTIAL FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

06/28/00 WED 15:18 FAX 13365471449

SIGCOM

002

SIGCOM

June 29, 2000

Ms. Mary Byrd
USA CECOM Acquisition Center – Washington
AMSEL-AC-W
2461 Eisenhower Avenue
Alexandria, VA 22331

Subject: Response to Request No. DAAB15-00-Q-1003

Reference: Your request for response and e-mail dated June 28, 2000

Dear Ms. Byrd:

SIGCOM is pleased to submit the response to the BPA request. Please find enclosed an executed SF 18 Form and the completed BPA document.

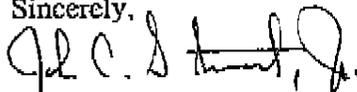
Please note that SIGCOM does not have any team members at this point but intends to develop Teaming Agreements and utilize Subcontractors, as necessary, to fulfill government requirements.

Also, pursuant to your conversation with Ms. Tomi Bryan please note the following:

1. Per Clause 9.4, Page 13 of the BPA document, SIGCOM understands that the 24 month warranty will be priced on individual delivery order(s). The standard commercial warranties from the manufacturers range from 6 months to 1 year.
2. Per Clause 13.7, Page 24 of the BPA document, it is SIGCOM's understanding that the three COR's are not authorized to place orders/calls on behalf of the government. SIGCOM understands that you will be the authorized Contracting Officer to place orders under this BPA.

Please review our response and feel free to contact Mr. William Strain for further questions or clarifications. We look forward to working with you.

Sincerely,



John C. Stuart, Jr.
President

Enclosure

Cc: Mr. William Strain

4230 Beechwood Drive • Greensboro, NC 27410
(877) 4SIGCOM • Phone: (336) 547-9700 • Fax: (336) 547-1449
www.sigcom.net

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	OF PAGES 29
1. REQUEST NO. DAAB15-00-Q-1003	2. DATE ISSUED 07-Jun-2000	3. REQUISITION/PURCHASE REQUEST NO. (SEE SCHEDULE) PSE BPA	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING S-10	
5A. ISSUED BY USA CECOM ACQUISITION CTR-WASHINGTON AMSEL-AC-W 2461 EISENHOWER AVE. ALEXANDRIA, VA 22331			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE		
5B. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> JAN PENNINGTON (703) 325-6094			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER <i>(See Schedule)</i>		
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> SEE SCHEDULE Phone: FAX:		

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS:
(Date) 16-Jun-2000

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote.

11. SCHEDULE *(Include applicable Federal, State, and local taxes)*

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE					

12. DISCOUNT FOR PROMPT PAYMENT N/A	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS No. %
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NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i> SIGCOM, INC. 4230 Beechwood Drive Greensboro, NC 27410 Guilford County	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION 	15. DATE OF QUOTATION 6/28/30
	16. NAME AND TITLE OF SIGNER <i>(Type or print)</i> John C. Stuart, Jr. President and COO	TELEPHONE NO. <i>(Include area code)</i> 336.547.9700

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NAME OF OFFEROR OR CONTRACTOR

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**CECOM ACQUISITION CENTER - WASHINGTON (CAC-W)
PRODUCT MANAGER, PHYSICAL SECURITY EQUIPMENT
AND RELATED SERVICES
BLANKET PURCHASE AGREEMENT
RFQ DAAB15-00-Q-1003**

The U.S. Army Communications-Electronics Command Acquisition Center - Washington (CAC-W) hereby enters into a Blanket Purchase Agreement (BPA) on behalf of the Product Manager, Physical Security Equipment (PM-PSE) with (Team Leader) to provide ***products and services*** to support interior and exterior intrusion detection; access and entry control; badging; closed circuit television; security lighting; barriers, including fencing; personnel warning/alert; tactical warning and alarm; explosive and contraband detection; blast mitigation; asset protection and security; locks, locking devices and key control; and related security risk mitigation projects as they are assigned.

This agreement is under the terms and conditions of the (Team Leader) GSA Federal Supply Schedule Contract (Contract Number) and (Team Member(s)) GSA Federal Supply Schedule Contract (Contract Number), and the following BPA terms and conditions:

ADMINISTRATIVE DATA

Primary Point of Contact:

David Houston
Contractor POC
Contracts Administrator
Title
dhouston@sigcom.net
Email Address
4230 Beechwood Drive
Company Address 1st Line
Greensboro, NC 27410
Company Address 2nd Line

Company Address 3rd Line

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NAME OF OFFEROR OR CONTRACTOR

SIGCOM, INC.

336.547.2314
POC Telephone Number
336.292.9318
POC Facsimile Number

Alternate Point of Contact:

Ms. Tomi Bryan
Contractor POC
General Counsel
Title
tbryan@sigcom.net
Email Address
4230 Beechwood Drive
Company Address 1st Line
Greensboro, NC 27410
Company Address 2nd Line
Company Address 3rd Line
336.547.2351
POC Telephone Number
336.292.9318
POC Facsimile Number

1. Please specify the SIC Code to which you are a Small Business:

3669

2. Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)?

YES _____ NO xx

3. Are you a Woman-Owned Business?

Yes _____ No xx

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NAME OF OFFEROR OR CONTRACTOR

SIGCOM, INC.

4. CAGE Code: 0N6995. DUNS Number: 1615852606. TIN: 561490547

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NAME OF OFFEROR OR CONTRACTOR

Cognizant DCMC Office (Include Complete US Postal and Email Addresses):

Dennis Williams
DCMC POC
DCMC
DCMC First Line Address
ATTN: Dennis Williams
DCMC Attention Line
2301 West Meadowview
DCMC Third Line Address
Greensboro, NC 27407-3701
DCMC Fourth Line Address
336.851.0757
DCMC POC Telephone Number
336.854.5782
DCMC POC Facsimile Number
DCMC POC Email Address

Cognizant DFAS Office (Include Complete US Postal and Email Addresses):

Brooks Evans
DFAS POC
DEAS Columbus Center
DFAS First Line Address
ATTN:Accounts Payable
DFAS Attention Line
4280 East Fifth Avenue
DFAS Third Line Address
Columbus, OH 43219
DFAS Fourth Line Address
1.800.756.4571
DFAS POC Telephone Number
614.693.7872
DFAS POC Facsimile Number
BROOKSEVANS@COLUMBUS.DFAS.MIL
DFAS POC Email Address

1.0 AUTHORIZED BPA USERS

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NAME OF OFFEROR OR CONTRACTOR

1.1 Pursuant to Federal Acquisition Regulation (FAR) Subpart 8.4, this BPA is established in order to provide support to the Product Manager, Physical Security Equipment (PM-PSE) and Major Army Commands (MACOMs) that include Army Materiel Command (AMC), U.S. Army Reserve (USAR), Criminal Investigation Division Command (CIDC), Eighth U.S. Army (EUSA), Forces Command (FORSCOM), Medical Command (MEDCOM), Military District of Washington (MDW), National Guard Bureau (NGB), Training and Doctrine Command (TRADOC), U.S. Army Pacific (USARPAC), U.S. Army Europe (USAREUR), Military Traffic and Management Command (MTMC), Corps of Engineers (COE), Intelligence and Security Command (INSCOM), Special Operations Command (SOCOM), U.S. Army South (USASO), and Army Space and Missile Defense Command (ASMDC); Major Subordinate Commands (MSC), and installations; DoD commands and agencies; and other DoD Services.

1.2 All orders will be authorized by the Product Manager, Physical Security Equipment (PM, PSE) prior to issuance.

2.0 TERM OF BPA

The term of this BPA is sixty (60) months. However, if the underlying GSA FSS contract expires or is terminated prior to expiration of the BPA, the BPA shall be deemed to be terminated or to have expired, except that any outstanding Task/Delivery Orders shall be performed up to their completion dates to the extent permitted by the underlying contract. In addition, the BPA may be terminated during the sixty (60) month term by either the Government or the BPA holder.

3.0 ORDERING

Ordering will be decentralized. The Task/Delivery Order Contracting Officer will be responsible for ensuring compliance with any applicable laws, regulations, or policies that may apply to a particular order. The ordering period for all items and services under this BPA is the same as the duration of the BPA set forth in paragraph 2.0 above.

4.0 PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS contracts. The terms and conditions included in this BPA apply to all orders issued pursuant to it. In the event of an inconsistency between the provisions of the BPA and the GSA FSS contract, the provisions of the GSA FSS contract will take precedence. ✱

5.0 OBLIGATION OF FUNDS

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NAME OF OFFEROR OR CONTRACTOR

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders issued under this BPA.

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NAME OF OFFEROR OR CONTRACTOR

SIGCOM, INC.

6.0 ESTIMATED VOLUME

The Government estimates, but does not guarantee, that the dollar value of orders issued through this BPA will be approximately \$12 Million per year, cumulative among all BPA holders, for a period of sixty (60) months. There is no minimum quantity of products or services required to be ordered under this BPA. Further, the Government may satisfy any of the requirements of this BPA through means other than this BPA.

7.0 PRODUCTS AND SERVICES AVAILABLE UNDER THIS BPA

7.1 Products and services set forth in (Team Leader's) GSA FSS Contract (Contract Number) and (Team Member's) GSA FSS Contract (Contract Number) are provided by this BPA. Attachment A (provided by the BPA holder) contains a listing of all products and services provided by the BPA. Attachment A contains the FSS contractor's name, FSS contract number, FSS ordering number, name and description of the product and service available under this BPA with accompanying BPA discounted rates. Unless otherwise specified, pricing discounts shall be applicable to all years currently covered under the applicable FSS contract.

BPA TEAM LEADER NAME SIGCOM, INC.GSA Federal Supply Schedule Contract Number(s) GS-07F-0209J; GS-35F-5791HTAX IDENTIFICATION NUMBER: 561490547REMIT TO ADDRESS: 4230 Beechwood Drive, Greensboro, NC 27410CAGE CODE: 0N699DUNS NO: 161585260

GSA FSS Item No.	Description	Model No/ Labor Category	Qty	Unit	GSA Price	BPA discounted rate Includes 1% GSA Fee
*					*	See attachment A

*State "All" or identify schedule section or specific item number from schedule

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NAME OF OFFEROR OR CONTRACTOR _____

BPA TEAM MEMBER(S) NAME _____ N/A _____

GSA Federal Supply Schedule Contract Number(s) _____

TAX IDENTIFICATION NUMBER: _____

REMIT TO ADDRESS: _____

CAGE CODE: _____

DUNS NO: _____

GSA FSS Item No.	Description	Model No/ Labor Category	Qty	Unit	GSA Price	BPA discounted rate Includes 1%* GSA Fee
*						

*State "All" or identify schedule section or specific item number from schedule

BPA TEAM MEMBER(S) NAME _____ N/A _____

GSA Federal Supply Schedule Contract Number(s) _____

TAX IDENTIFICATION NUMBER: _____

REMIT TO ADDRESS: _____

CAGE CODE: _____

DUNS NO: _____

GSA FSS Item No.	Description	Model No/ Labor Category	Qty	Unit	GSA Price	BPA discounted rate Includes 1%* GSA Fee
*						

*State "All" or identify schedule section or specific item number from schedule

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7.2 Products or services that are not set forth on the BPA holder's GSA FSS contract, or its Team Members' GSA FSS contracts may not be included in Attachment A.

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8.0 PRICING

8.1 Unless otherwise specified, price discounts will be in effect for the term of the BPA. No minimum or maximum ordering limitation applies to this BPA.

8.2 The prices (firm fixed prices and fixed labor rates) included in the BPA shall apply during the performance period for an order. The discounts set forth in this BPA will be applied to any increased or decreased GSA FSS prices. The BPA holder shall update the BPA price list within 24-hours of a change in Schedule prices to insure that the BPA pricing remains current. Also, the BPA holder can voluntarily reduce prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Contracting Officer. When in effect, the new price list will be posted on the BPA holder's Internet site and made immediately available to all authorized BPA users. Additional discounts for individual orders are also allowed. No BPA price increase shall take effect until the Contracting Officer receives written notification. Any order already issued shall not be affected by any change to BPA pricing.

8.3 The firm fixed prices and fixed labor rates for this BPA are based on the GSA prices provided at Attachment A and the price discounts identified therein. The BPA discounted prices replace all GSA FSS contract discounts.

8.4 The prices set forth in the BPA will undergo annual review by the BPA Contracting Officer.

9.0 REQUIREMENTS

9.1 The Product Manager, Physical Security Equipment (PM-PSE) provides centralized acquisition management for Army and Joint Services Physical Security Equipment Programs and assists other Federal Agencies in the development and acquisition of physical security equipment. PM-PSE is responsible for providing cost-effective, state-of-the-art Physical Security and Force Protection equipment to installations and forces deployed worldwide.

9.2 PM-PSE has an immediate requirement to provide non-personal services and products to support interior and exterior intrusion detection; access and entry control; badging; closed circuit television; security lighting; barriers, including fencing; personnel warning/alert; tactical warning and alarm; explosive and contraband detection; blast mitigation; asset protection and security; locks, locking devices and key control; and related security risk mitigation projects as they are assigned.

a. Typical types of products we anticipate for future requirements include any or all of the following systems, subsystems, or components:

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- (1) Interior and Exterior Intrusion Detection. Command and control, monitors, sensors/detectors, annunciators, and related power and communications interfaces.
- (2) Access /Entry Control. Coded card, key, or touch pad devices, to include those utilizing biometric technology; readers/proximity sensors; audio and video displays and controls; and encoders/programmers.
- (3) Badging. Cameras, digital data storage devices, badges, and laminators.
- (4) Closed Circuit Television. Cameras, lenses including night vision capabilities, housings, mounts, controls, signal transmission, and monitors.
- (5) Security Lighting. Fixtures, mounts, spot/strobe lights, and control devices.
- (6) Barriers, Including Fencing. Fixed, portable or towed barriers or fences to deny access to people, vehicles or other means of conveyance.
- (7) Personnel warning/alert. Sirens, speakers, annunciators, visual displays, encoder/activation control.
- (8) Tactical Warning and Alarm. Sensors/detectors, annunciators, monitors and related power and communications interfaces capable of providing detection and assessment in a tactical environment.
- (9) Explosive and contraband detection. Non-intrusive detection of explosives, narcotics, or other prohibited materials.
- (10) Blast Mitigation. Construction or hardening materials, laminates or coverings, containers, or other materials or devices to mitigate the blast or thermal effects of an explosion.
- (11) Asset Protection and Security. Containers, devices, or material application for construction projects which protect personnel or high priority assets from theft or damage.
- (12) Locks, Locking Devices and Key Control. Low, medium, and high security locks, electronic locking devices, and systems for the security and accountability of keys or other locking activation devices or codes.

b. Typical types of services we anticipate for future requirements include the following:

- (1) Design;
- (2) Functional/Technical/Physical Site Surveys;
- (3) Site Preparation;
- (4) Installation;
- (5) Integration;
- (6) Test and Evaluation;
- (7) System Acceptance, Reliability Testing, Quality Assurance;
- (8) Training;
- (9) Cost Estimating;
- (10) Integrated Logistics Support, to include Maintenance.

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c. Typical OCONUS site locations will include Korea, Germany, Belgium, Japan, Italy, Puerto Rico and Virgin Islands, and the Middle East (Kuwait and Saudi Arabia).

9.3 Tasks include, but are not limited to, program management support, design, procurement, installation, testing and evaluation, support, and ancillary services for components and systems of these functions.

9.3.a PROGRAM MANAGEMENT SUPPORT

The BPA holder shall provide specialized management, administrative and technical support to coordinate, manage, execute technical programs, meetings and symposiums, provide assistance and support necessary to develop schedules, cost estimates, required documentation, and analyses of all aspects of acquisition management, business management and congressional liaison.

9.3.b DESIGN SUPPORT

The BPA holder shall prepare evaluations of specifications and drawings, including revisions, and participate in design reviews and audits of those documents. The BPA holder shall prepare for and attend meetings, requirement reviews, design reviews, working groups, and briefings related to system and software development. The BPA holder shall attend meetings and monitor security accreditation and certification and assess progress against the requirements. The BPA holder shall report issues and problems and recommend specific actions to resolve. The BPA holder shall evaluate and recommend solutions to security issues and problems; and review action items and problem or discrepancy reports.

9.3.c LOGISTICS SUPPORT PRIVILEGES

The BPA holder may be required to provide Logistical Support in overseas areas in order to meet contract requirements. The contractor shall provide all necessary information required by applicable regulations in order to assist the ordering activity in obtaining the Logistical Support Privileges.

9.4 WARRANTY AND/OR EXTENDED WARRANTIES

9.4.a The BPA holder shall provide a twenty-four (24) month warranty period. The warranty and/or extended warranties shall be provided for both supplies and installation.

9.4.b The warranty period for an entire installation effort, hereby referred to as the "System", will be for at least twenty-four (24) months. The BPA holder may propose warranty provisions

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that are more advantageous to the Government, at the Task/Delivery Order level, such as in an effort to reduce life cycle costs.

9.5 This BPA requires a wide range and depth of engineering, software engineering, communications, technical design and documentation, security systems, and logistics support expertise in order to successfully complete multiple tasks for varied functions, many taking place simultaneously throughout the world. Accordingly, PM-PSE considers the following as critical considerations for successful completion of this work.

9.5.a The BPA holder must have the capability to complete CONUS and OCONUS (approximately 45 sites) work on a concurrent basis when appropriate.

9.5.b The BPA holder must be capable of successfully managing several large-scale projects involving integration of effort by multiple contractor and Government personnel.

9.5.c The BPA holder must have the capability to maintain a current BPA schedule of products and services on a Web Site available to potential users on a seven days per week and a 24-hour a day basis.

9.5.d The BPA holder must have capability to provide complete warranty and a full range of Integrated Logistics Support (ILS) services, to include long term maintenance, for equipment installed.

10.0 CONTRACT MANAGEMENT

10.1 The BPA holder shall maintain a status review process for planing and controlling the activities necessary to meet the requirements of this BPA.

10.2 Monthly Status Report. The BPA holder shall provide a monthly status report by project (within 5 calendar days of month-end) of the status of orders which shall include, as a minimum, the number of orders received, the status of each order. The BPA holder shall provide the report electronically to the USA CECOM Acquisition Center – Washington Procuring Contracting Officer (CAC-W PCO) and the Product Manager, Physical Security Equipment. The report should be provided to the following email addressees:

CAC-W PCO: Mary J. Byrd
Email address: mbyrd@hoffman-issaa2.army.mil

Jan Pennington
Email address: jpenni@hoffman-issaa2.army.mil

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NAME OF OFFEROR OR CONTRACTOR

PM-PSE POC: Rod Dama
 Email address: rdama@belvoir.army.mil

11.0 DELIVERY TICKETS

Unless otherwise agreed to, a standard commercial delivery ticket or a DD Form 250 must accompany all deliveries under this BPA. As a minimum, the delivery tickets must contain the following information:

- a. Name of BPA Holder
- b. BPA Number
- c. Model Number
- d. Delivery or Task Order Number
- e. Date of Purchase
- f. Quantity, unit price, and extension of each item (unit prices) and extension need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- g. Date of shipment

A copy of all final delivery tickets shall be provided to the following addressees:

CAC-W PCO: Mary J. Byrd
 Email address: mbyrd@hoffman-issaa2.army.mil

Jan Pennington
 Email address: jpenni@hoffman-issaa2.army.mil

PM-PSE POC: Rod Dama
 Email address: rdama@belvoir.army.mil

12.0 DELIVERY

Delivery shall be in accordance with individual orders issued under this BPA. The BPA holder shall start accepting orders upon issuance of the BPA. Delivery to the addressees specified in each Task/Delivery Order shall be within 30 days in the Continental United States (CONUS) and 45 days Outside the Continental United States (OCONUS) from the date the order is received by

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the vendor from a designated Contracting Officer. A delivery order is considered to be placed based on the effective date of order signed by the Contracting Officer.

13.0 MISCELLANEOUS

13.1 TDY-TRAVEL

13.1.a DoD's Per Diem, Travel and Transportation Allowance Committee has issued guidance deleting the authority to use Invitational Travel Orders (ITOs) to authorize travel and transportation for Government contractors or contractor employees. Implementing revisions appear in Change Number 404 of the Joint Travel Regulation (JTR), and Change Number 150 of the Joint Federal Travel Regulations (JFTR). These changes were effective 1 June 1999.

Contractors and contract employees shall travel on travel costs included in their contracts pursuant to FAR 31.205-46. Contractor employees will file a travel voucher with their employer (the contractor) for reimbursement; they can no longer settle their travel expenses through DFAS Travel Pay or Vendor Pay. There will be no exceptions to these changes.

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13.1.b Travel will include frequent local area meetings and less frequent trips to contractor facilities at various locations throughout the CONUS and OCONUS area. All travel will be set forth in individual Task/Delivery Orders and shall be in accordance with the Joint Travel Regulations. Travel will be reimbursed only to the maximum of the Official Government per Diem rates.

13.1.c UNITED STATES FORCES, KOREA INVITED CONTRACTORS AND TECHNICAL REPRESENTATIVES

USFK Regulation 700-19 establishes policies for United States Forces, Korea (USFK) invited contractors and technical representatives concerning their status under the United States of America and the Republic of Korea (U.S.-ROK) Status of Forces Agreement (SOFA) and the logistic support (corporate and individual) that may be provided by this command.

DoD contracting offices preparing contracts to be performed in the ROK by personnel of the U.S. or third-country national contractors shall coordinate with the Assistant Chief of Staff (ACOF), Acquisition Management, HQ USFK, and the USFK sponsoring agency in accordance with Chapter 2, Section II, of this regulation.

Contract Clause:

INVITED 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 USFK Reg 700-10. 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.

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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 practice illegal in the ROK or are violating USFK regulations.

i. It is agreed that the withdrawal of 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

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excuse the 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. (End of Clause)

- (4) Place of performance.
- (5) Time period.
- (6) POC at the sponsoring agency.

i. Communicate directly with the contracting office (with an information copy to HQ USFK, ACofS, Acquisition Management) in order to –

- (1) Validate the availability of logistic support (both corporate and individual) that is stipulated in the terms of the solicitation or contract.
- (2) Provide the contracting office with information concerning security requirements pertaining to the area of contract performance.
- (3) Coordinate any special contract requirements.

j. Appoint a responsible officer from the DoD organization most directly associated with the work to be performed by the contractor. This person must be a U.S. citizen or DoD employee (military or civilian), who is directly responsible for processing in and out and administering appropriate logistic support for invited contractors and technical representatives during contract performance in the ROK. The responsible officer should be geographically and functionally situated to enable direct personal contact with contractor employees. The responsible officer may be the same person as the Contracting Officer's Representative (COR). The responsible officer, however, is interested primarily in administering logistic support matters for the agency head, while the COR monitors the performance of the contract for the Contracting Officer. An adequate number of persons should be appointed depending on the number of contractor employees and the dispersal of geographic locations.

k. Provide a copy of the additional duty orders to HQ USFK, ACofS, Acquisition Management. The additional duty orders shall include the following data concerning the responsible officer:

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(1) Contract number(s) and company name(s) for which the responsible officer will serve.

- (2) Full name.
- (3) Rank and grade.
- (4) Social security number.
- (5) Duty address.
- (6) Duty telephone numbers.
- (7) Date eligible for return from overseas.

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13.1.d TASK/DELIVERY ORDERS TO BE PERFORMED IN THE FEDERAL REPUBLIC OF GERMANY

On 27 March 1998, the Governments of the United States and the Federal Republic of Germany agreed to new implementation procedures for Articles 72 and 73, Supplementary Agreement (SA) to NATO Status of Forces Agreement (SOFA). Employees of a U.S. Department of Defense contractor expected to perform duties under contract in Germany may, under certain conditions, be characterized as technical experts pursuant to Article 73, of the NATO SOFA SA. Unlike other employees, technical experts are not subject to German income taxation. The Department of Defense has agreed to obtain approval by German authorities to establish these contract positions and to accredit the persons nominated to fill them.

The BPA holder should be aware that approval by German authorities is now required to establish contract positions for technical experts to accredit the persons nominated to fill them. German approval is required BEFORE contractor employees may start work in Germany. Accreditation (TESA) procedures can be found at the following web site:
<http://www.chrma.hqusa.army.mil/docper/moi98.htm>.

Solicitation Provision:

TECHNICAL EXPERT STATUS ACCREDITATION (TESA)

This RFQ will require utilization by the contractor of Technical Expert (TE) employees in Germany. The Department of Defense must obtain approval by German authorities to establish such contract positions. Following are TE positions specified in this contract for which approval has not been obtained at date of solicitation (RFQ) issuance:

- Project Manager
- Principal Engineer
- Sr. Engineer
- Sr. Engineer I
- Sr. Engineer II
- Engineer
- Jr. Engineer
- Sr. Security Specialist
- Security Specialist

Offers should be based on the assumption that approval of the above positions will be granted. In the event that, following contract award, any or all of the above positions are disapproved, the Government and the contractor shall negotiate an equitable adjustment in the contract price or estimated cost/fee.

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Contract Clause:

TECHNICAL EXPERT STATUS ACCREDITATION (TESA)

This BPA requires the utilization of Technical Expert (TE) personnel to be employed by the contractor. The Department of Defense must obtain approval by German authorities for accreditation of employees to fill such contract positions. Contractors may not employ TE personnel that have not been accredited to specific positions at specific locations. To expedite accreditation, contractor agrees to promptly complete in accurate detail and return to the Contracting Officer a questionnaire (accessible at the web site above) on each employee designated to fill a TE position.

The contractor shall promptly notify the Contracting Officer if a TE employee once accredited is no longer performing duties requiring accreditation.

The contractor recognizes that German Government authorities may from time to time visit contractor's work areas for the purpose of verifying the status of positions and personnel as TE employees.

13.1.c SHORT-TERM CONTRACTOR TEMPORARY DUTY (TDY) IN GERMANY

Due to the anticipated delay (up to 20 weeks estimate) in getting Technical Expert (TE) status approved, the German Ministry of Labor has agreed to a short-term TDY (up to 90 days) arrangement.

To qualify for this exemption, the contractor should datafax the "Request for Confirmation of Exemption from the Requirement to Obtain a Work Permit" to the State Labor Office in Stuttgart. The form must be completed in German. The German Government should respond within seven (7) working days from receipt of the required datafax.

Working one day after a 90 day exemption has been granted makes the individual subject to prosecution by the German authorities and subject to payment of applicable taxes for the entire period. Individual contractor personnel can; however, use a less-than-90 day TDY on more than one occasion even if the total period exceeds 90 days. The German Ministry of Labor has determined that periods in excess of 180 days would probably result in denial of exemption.

The letters, both in German and English, are available at the DOCPER web site:
<http://www.chrma.hqusasreur.army.mil/docper>

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13.2 SECURITY REQUIREMENTS

The BPA holder shall possess and maintain a SECRET Information Clearance and a capability to receive and transmit secure information via secure telephone/disk/modem.

A general DD Form 254, Contract Security Classification Specification has been provided at the BPA level and will be required for each individual Task/Delivery Order.

13.3 INSPECTION AND ACCEPTANCE

Inspection and Acceptance of products and services shall be performed by a duly authorized Government representative identified in individual orders.

13.4 GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT

The Government may be required to provide facilities and equipment to the BPA holder in performance of task under this BPA. This will be addressed in individual Task/Delivery Orders issued under this BPA. All Government provided equipment will be returned to the Government upon completion of task. The Government reserves the right to provide GFE to be integrated and installed by the BPA holder, as described in individual Task/Delivery Orders.

13.5 INCIDENTALS/EMERGENCY ITEMS

Incidental items (items not acquired pursuant to a GSA Schedule) are outside the scope of this BPA. However, if deemed necessary for the total product solution of a specific Task/Delivery Order such incidentals may be ordered under this BPA after compliance with applicable acquisition regulations. For example, incidentals with a total value at or below the micro-purchase threshold (currently \$2,500) may be ordered if acquired pursuant to FAR Subpart 13.2.

13.6 PAYMENT OFFICE

The payment office shall be identified on each Task/Delivery Order issued against this BPA.

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13.7 REPRESENTATIVE OF THE CONTRACTING OFFICER

The following names are the Contracting Officer's Representatives (CORs) at the appropriate office and are authorized to act as official representatives of the Contracting Officer.

Mr. Curtis Harrover
PM, PSE
CECOM
ATTN: AMSEL-DSA-PSE
5900 Putman Road, Suite 1
Fort Belvoir, Virginia 22060-5420
Telephone Number: (703) 704-1036
Email Address: rharrover@belvoir.army.mil

Mr. Jerry Edwards
PM, PSE
CECOM
ATTN: AMSEL-DSA-PSE
5900 Putman Road, Suite 1
Fort Belvoir, Virginia 22060-5420
Telephone Number: (703) 704-2412
Email Address: jedwards@belvoir.army.mil

Mr. Thomas Endler
PM, PSE
CECOM
ATTN: AMSEL-DSA-PSE
5900 Putman Road, Suite 1
Fort Belvoir, Virginia 22060-5420
Telephone Number: (703) 704-2413
Email Address: tendler@belvoir.army.mil

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13.8 CONTRACT DATA REQUIREMENTS LIST (CDRLs)

The BPA holder will be required to furnish the following Contract Data Requirements List (CDRLs) at the Task/Delivery Order level:

<u>CDRL</u>	<u>Title</u>	<u>Product</u>
A001	Training Materials	Trainee Guide
A002	Training Materials	Slides/Transparencies
A003	Tests for Measurement of Student Performance	Training Materials
A004	Site Preparation and Installation Plan	Concept Design
A005	Site Preparation Requirements & Installation Plan	Final Design
A006	Contractor's Progress, Status & Management Report	
A007	Test Inspection Reports	FAT (PQT2)
A008	Test Inspection Reports	FAT (Endurance)
A009	Scientific and Technical Reports	
A010	Maintenance Service Report	Maintenance Actions
A011	Test Plan	First Article
A012	Test Procedure	FAT (PQT2)
A013	Test Procedure	FAT (Endurance)
A014	Test Inspection Report	Factory (PQT1)
A015	Test Inspection Report	Acceptance
A016	Test Plan	Factory (PQT1)
A017	Test Plan	Acceptance
A018	Maintenance Support Plan	
A019	Engineering Drawings	As-Built Drawings
A020	Site Survey Report	
A021	Safety Studies	
A022	Test Plan	System
A023	Contractor Validation Plan	Manuals
A024	Validation Report	Manuals
A025	Operating Procedures Manual	Operator
A026	Operating Procedures Manual	Maintainer
A027	Training Materials	Instructor Guide
A028	Training Materials	Instructor Guide - Maintainer
A029	Commercial Drawings and Associated Lists	Proprietary Manu-

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facturing Drawings

ATTACHMENT A

BPA holder list of Rates and Priced Products

ATTACHMENT A

1. Please note that SIGCOM has submitted GSA Schedules for all vendors whose products and services can be procured through SIGCOM as per government request dated June 7, 2000.

2. The discounts below are applicable to the total value of any **single delivery order** with the dollar threshold as indicated. This applies to equipment/services purchased from other vendors on the delivery order.

The Discounts on the BPA Call/Orders will be:

	From	To	%
Order Value	\$100,000	\$499,000	1/2
Order Value	\$500,000	\$749,000	1.5
Order Value	\$750,000	and over	2

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.232-25	Prompt Payment	JUN 1997
52.213-1	Fast Payment Procedure	FEB 1998
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination—Evidence Of Shipment	FEB 1999
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
DoD-11	Blank Section I	SEP 1997
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004	Required Central Contractor Registration	MAR 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
DoD-11	Blank Section I	SEP 1997
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

ORGANIZATIONAL CONFLICT OF INTEREST

Notice of Inclusion of Organizational Conflict of Interest Clause

- a. The provisions of FAR Subpart 9.5 concerning organizational conflicts of interest govern orders issued under this BPA.
- b. Potential conflicts may exist in accordance with FAR 9.505-1 through 9.505-4.
- c. The Contracting Officer will determine on a case-by-case, order by order, basis whether a conflict of interest is likely to arise.

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d. To avoid or mitigate a potential conflict, the Contracting Officer will impose appropriate constraints, such as the following.

1. The BPA holder agrees that if it provides under a BPA order systems engineering and technical guidance for systems and programs but does not have overall contractual responsibility, it will not be allowed to be awarded a contract to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).

2. The BPA holder agrees that if it assists in the preparation of nondevelopmental specifications or of work statements for a system or services for a competitive acquisition under a BPA order, it will not be allowed to furnish these items, either as a prime contractor a subcontractor or as a consultant (FAR 9.505-2).

3. The BPA holder agrees that if it gains access to proprietary data of other companies, it will protect such data and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9.505-4). In addition, the BPA holder agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of any Task Order with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The BPA holder also agrees that if it gains access to the proprietary information of other companies, that it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

4. The BPA holder agrees that it shall not distribute reports, data or information of any nature arising from its performance under this BPA, except as provided by the Task Order or as may be directed by the Contracting Officer.

5. Subcontracts: The BPA holder shall include the provisions at 3 and 4, including this paragraph, in agreements with consultants or subcontracts of any tier which involve access to information covered above. The use of this clause in such subcontracts shall be read by substituting the work "consultant" or "subcontractor" for the word "BPA holder" whenever the latter appears.

6. The BPA holder further agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The BPA holder will objectively evaluate or advise the Government concerning products or activities of any prospective competitors.

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7. Government representatives shall have access to BPA holder's premises and right to inspect all pertinent books and records in order to insure that the BPA holder is in compliance with part 9 of the FAR and this provision.

8. The BPA holder agrees to develop, maintain and administer the following described specific programs:

"To thoroughly educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR 9 subpart 9.5 and its underlying policy and philosophy principles so that each employee will know and understand the provisions of this subsection and the absolute necessity of safeguarding information under a Task Order from anyone other than the BPA holder's employees who have a need to know and the U.S. Government."

9. The term BPA holder herein used means (1) the organization (hereinafter referred to as "it or its") entering into this agreement with the Government (2) all business organizations which it may merge, join or affiliate with now or in the future and in any manner whatsoever or which hold or may obtain, by purchase or otherwise, direct or indirect control of it. (3) its parent organization if any and any of its present future subsidiary, associates, affiliates, or holding companies (4) any organization or enterprise over which it has direct or indirect control now or in the future.

10. The organizational conflict of interest constraints established by the order are for the period of the order, plus 2 years, provided that the agreement to protect proprietary information from unauthorized use of disclosure lasts as long as the information remains proprietary unless the agreement with the other company provides otherwise.

11. The BPA holder may submit a response to any terms of constraint proposed by the Contracting Officer for the purpose of avoiding or mitigating a conflict.