

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO.	PAGE 1 OF ____	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>						
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO. N/A	5. SOLICITATION NO. 1435-04-04-RP-37010	6. SOLICITATION ISSUE DATE 28 September 2004		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Mathew Ridolfi	b. TELEPHONE NO. <i>(No collect calls)</i> (703) 787-1813	8. OFFER DUE DATE/LOCAL TIME 10/13/2004 2:00 PM		
9. ISSUED BY U.S. Department of the Interior – GovWorks Attn: Mathew Ridolfi 381 Elden Street, MS2510 Herndon, VA 20170-4817		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO See Schedule		16. ADMINISTERED BY Contracting Officer in Block 9 above.				
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY MMS, Financial Management Branch 381 Elden Street, MS 2300 Herndon, VA 20170-4817 (Send Invoices to the Contracting Officer in Block 9 above)				
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall perform work in this contract as specified in the attached Statement of Work. This is an IDIQ contract with the total of all orders not to exceed \$3,000,000.00 <i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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			31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> GREGORY RUDERMAN		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE			36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE			38. S/R ACCOUNT NO.		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			39. S/R VOUCHER NO.		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY <i>(Print)</i>			
41c. DATE			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

ADDENDUM TO SCHEDULE OF SUPPLIES/SERVICES

1. SCOPE

This is a firm-fixed-price product, indefinite quantity, indefinite delivery order contract issued under the franchise authority of the Department of the Interior, Minerals Management Service, GovWorks. Under the franchise authority, GovWorks provides acquisition support to other federal agencies. This particular contract will provide for BAE LTC 500 and LTC550 brand name or equal repair parts for the United States Border Patrol. As future requirements are identified, it is critical that GovWorks has a ready contract vehicle in place for client agencies with an immediate need for these types of products or services.

Independently and not as an agent of the government, the contractor shall furnish the necessary products, and services, to perform in accordance with the type of work set forth in the Statement of Work. All work performed under this contract will be specifically identified by the issuance of a Task Order which will include a Task Order Statement of Work.

2. MINIMUM AND MAXIMUM THRESHOLDS

Both the government and the contractor agree that guaranteed minimum order amount under this contract will be the amount stated below. The total amount of this contract shall not exceed a maximum amount of \$3,000,000.00.

Guaranteed Minimum Dollar Threshold.....\$100.00

Maximum Dollar Threshold.....\$3,000,000.00

3. PERIOD OF PERFORMANCE

The period of performance of this contract is five years from the date of award or until the aggregate total of all Delivery/Task Orders issued against this contract equals the maximum dollar threshold cited above, whichever shall come first. The contractor shall complete the work associated with each Delivery/Task Order in accordance with the completion time specified on the order.

4. LINE ITEMS AND RATES

The line Items to be utilized in this contract are listed below. Each labor category is a projected requirement for this contract. The list as stated is not limited to the categories identified. Specific task may require an additional skills and/or expertise that is not listed. The Government retains the right to negotiate with the contractor and incorporate additional skill categories and rates when necessary. Contractor should include in their proposal quantity discounts if available.

Schedule of Prices

LTC 500 Repair Parts

Part #	Item description	QTY	Unit	Price	Delivery Time/ After Receipt of Order (ARO)
21101739	Retrofit Kit Assembly	1	Each	\$	5 months
21056151	Internal Camera Harness	1	Each	\$	5 months
21058042	FFE-SPC Flex Cable Assembly	1	Each	\$	5 months

LTC 550 Repair Parts

21100125	Camera Body	1	Each	\$	2 months
21100123	Front End Assembly	1	Each	\$	5 months
21100127	Flex Cable Assembly	1	Each	\$	5 months
21100183	Video Signal Processor CCA	1	Each	\$	5 months
21100856	Power Supply & Shutter CCA	1	Each	\$	5 months
21100102	Shutter Assembly	1	Each	\$	3 months
21100394	FFE Serial Cable	1	Each	\$	3 months
7090-006	FFE Flex Cable	1	Each	\$	4 months
CTB-126	Control Box	1	Each	\$	4 months
21101807	Standard System Cable	1	Each	\$	3 months
21100393	Camera Housing	1	Each	\$	4 months
21100132	Alignment Bar	1	Each	\$	3 months
21100124	Plate Adapter	1	Each	\$	3 months
21100134	Bracket Formed	1	Each	\$	3 months

5. REQUIRED TRAVEL

No travel is anticipated for this project.

6. PLACE OF PERFORMANCE / DELIVERY ADDRESS

Delivery Address:

US Border Patrol
Operations and Maintenance Center
7400 Meridian P1 NW Suite A
Albuquerque, New Mexico 87121

8. ISSUANCE OF DELIVERY/ ORDERS AND CONTRACT ADMINISTRATION

All Delivery Orders against this contract and contract administration will be performed by.

GOVWORKS
381 Elden Street, MS2510
Herndon, Virginia 20170-4817

Copies of all correspondence concerning this contract must be provided to the Contracting Officer at the address stated above.

9. INVOICING

Contractor shall submit invoices to the Contracting Officer at the address indicated above in accordance with FAR 52.212-4(g) Invoice (see section III of this contract). The awardee will be required to use GovWork's E-Invoicing system, "GovPay" upon implementation. The implementation will be occurring approximately in the fall of 2004.

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance 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 post-acceptance rights (1) within a reasonable 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.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Dispute Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claims, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *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 faults 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.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to be notified in event of defective invoice.
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-- Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.* The Contractor shall indemnify the Government and its offerors, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of his contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *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 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 which reasonably could have been avoided.

(m) *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.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *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.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current,

accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than the Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

Addendum to 52.212-4 Contract Terms and Conditions -- Commercial Items

1. COMMERCIAL WARRANTY

The Contractor shall provide a standard commercial warranty on all supplies and equipment furnished.

2. WARRANTY EXCLUSIONS AND LIMITATION OF DAMAGES

Except as expressly set forth in writing in this agreement, there are no warranties expressed or implied. In no event will the contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, section 2-715. Consequential damages resulting from the seller's breach include:

- C Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not be prevented by cover or otherwise; and
- C Injury to person or property proximately resulting from any breach of warranty.

3. YEAR 2000 WARRANTY

The Contractor warrants that each product delivered under this contract will be able to accurately process date from, into, and between the 20th and 21st centuries.

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|-----------|---|-----------------|
| 4. | FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | JUN 1999 |
| | (IAW FAR 4.603(a)) | |
| 5. | FAR 52.216-1 TYPE OF CONTRACT | APR 1984 |
| | (IAW FAR 16.105) | |

The Government contemplates award of an **IDIQ** contract resulting from this solicitation.

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|-----------|---|-----------------|
| 6. | FAR 52.217-8 OPTION TO EXTEND SERVICES | NOV 1999 |
| | (IAW FAR 17.208(f)) | |

Written notice will be provided to the Contractor within 30 days before contract expires.

(Note: Use of 52.217-8 is applicable to individual task orders)

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|-----------|--|-----------------|
| 7. | 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE | AUG 1996 |
| | (IAW FAR 46.304) | |

Inspection of Services -- Fixed-Price (Aug. 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for default.

(End of Clause)

8. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998
(IAW FAR 52.107(a))

The full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/vffar1.htm>

9. 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998
(IAW FAR 52.107(b))

The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/vffar1.htm>

10. 52.216-18 ORDERING OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the schedule. Such orders may be issued from the date of contract award through a period of sixty (60) months or until the Maximum Amount stipulated in paragraph 2., MINIMUM AND MAXIMUM THRESHOLDS on page II-1 of this contract is met.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

11. 52.216-19 ORDER LIMITATION**OCT 1995**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

12. 52.216-22 INDEFINITE QUANTITY**OCT 1995**

(a) This is an indefinite-quantity contract for services or supplies specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402)
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644)
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644)
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3))
- (8)(i) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4))
- (ii) Alternate I (OCT 2001) of 52.219-9.

- (iii) Alternate II (OCT 2001) of 52.219-5.
- (9) 52.219-14, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14))
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 13126).
- (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 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).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 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).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962 (c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.232-9 (42 U.S.C. 6962 (i)(2)(C)).
- (21) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d)

- (22)(i) 52.225-9, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (24) 52.225-13, Restriction on Certain Foreign Purchases (JAN 2004) (E.O's, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849)
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332)
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332)
- (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. 1241 Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of

commercial items:

- (1) 52.222-41, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or to the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of

this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)) in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (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).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793)
- (v) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

The following documents are attached and made part of this contract.

Statement of Work entitled: “BAE LTC500 and LTC550 Repair Parts U.S. Border Patrol”

Individual task orders will contain detailed Statements of Work

STATEMENT OF WORK FOR
BAE LTC500 and LTC550 Repair Parts
U.S. Border Patrol
September 13, 2004

1.0 Background

- U.S. Border Patrol utilizes a number of BAE, LTC500 and LTC550 infrared cameras in its surveillance missions, including monitoring alien activity along the United States and Mexican border. The BAE infrared camera enables the Border Patrol user to obtain high-resolution imagery of surveillance targets and field intelligence in darkness and through foliage, smoke, dust and haze situations. The manufacturer and supplier of the Border Patrol LTC500, LTC550 was BAE Systems.

3.0 Scope

The US Border Patrol AOM Center is tasked to repair these cameras locally verses the high cost to the government in repairing them at the original manufacturer. The Center requires repair parts in order to accomplish this objective. The contractor shall provide repair parts for BAE, LTC500 and LTC550 infrared cameras on an indefinite delivery indefinite quantity basis as directed by individual delivery orders. BAE Systems, is the manufacturer of BAE LTC500 & 550 cameras. Contractor shall demonstrate the capability to provide repair parts listed below, which must be compatible with the BAE LTC500 and LTC550 infrared cameras.

4.0 Specific Parts:

The contractor must have the capability to provide the following brand name or equal products within the specified delivery time.

LTC 500 Repair Parts

Part #	Item description	Delivery Time/ After Receipt of Order (ARO)
21101739	Retrofit Kit Assembly	5 months
21056151	Internal Camera Harness	5 months
21058042	FFE-SPC Flex Cable Assembly	5 months

LTC 550 Repair Parts

Part #	Item description	Delivery time/ After Receipt of Order (ARO)
21100125	Camera Body	2 months
21100123	Front End Assembly	5 months
21100127	Flex Cable Assembly	5 months
21100183	Video Signal Processor CCA	5 months
21100856	Power Supply & Shutter CCA	5 months
21100102	Shutter Assembly	3 months
21100394	FFE Serial Cable	3 months
7090-006	FFE Flex Cable	4 months
CTB-126	Control Box	4 months
21101807	Standard System Cable	3 months
21100393	Camera Housing	4 months
21100132	Alignment Bar	3 months
21100124	Plate Adapter	3 months
21100134	Bracket Formed	3 months

Offerors shall provide pricing for FOB Destination to:
 US Border Patrol
 7400 Meridian Place Suite A
 Albuquerque, NM 87121

Addendum to FAR 52.212-1 Instructions to Offerors – Commercial Items

The following addition/changes are made to FAR 52.212-1 which is incorporated by reference

1. Paragraph (b): period for acceptance of offers is changed to read 90 calendar days from the closing date of this solicitation.
2. Paragraph (e): Multiple Offers: Multiple offers will not be accepted.
3. Paragraph (h): Multiple Awards: Multiple awards will not be made.
4. Instructions for Preparation and Submission of Proposals: This requirement is for the United States Border Patrol. If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. **The RFQ Due date (closing date) is on or before 4:00pm Eastern Time, Wednesday, 13 October 2004. Submission shall be via email followed by a hard copy via mail. NOTE: Due to e-mail server and pipeline limitations, please limit the size of each e-mail with attachments to 3 MB. (Winzip files or multiple emails are acceptable)**

Offerors are required to notify Mathew Ridolfi via email of their intent to bid immediately. Offerors are required to submit both a written technical proposal and a price proposal to Government officials for the purposes of assuring that the prospective Contractor is fully cognizant of the scope of this contract and has the capability to complete all Statement of Work (SOW) requirements.

If you have questions regarding this requirement, please submit your inquiries immediately via email but **no later than Tuesday, 05 October 2004, 4:30pm Eastern Time to Mathew Ridolfi** at the below listed e-mail address. Questions with the Government's responses will be e-mailed to each interested offeror. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective Offerors.

SITE VISIT

Not Applicable

SUBMISSION REQUIREMENTS

Your offer **MUST** cite the appropriate identification number (**TIN**) and Dun & Bradstreet Number (**DUNS**), North American Industrial Classification System (**NAICS**) and Standard Product Code. Please ensure that your firm is CCR Certified (<http://www.ccr.gov>).

TECHNICAL PROPOSAL (Volume 1a)

Offerors shall provide a technical proposal that includes the following three general areas:

- A. Product Catalogues and Specifications
- B. If an equal item is proposed justification on technical equality to the brand name items in the SOW.
- C. Delivery and warranty terms.

PAST PERFORMANCE

- The Offeror shall identify three (3) contracts/delivery orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three years. Relevant is defined as work similar in complexity and magnitude of the work described in this Statement of Work.

Include the following information:

- Project title
- Description of the project
- Contract number
- Contract amount
- Government Agency/Organization
- COTR's name, address, and phone number
- Contracting Officer's name, address, and phone number
- Contract and, if applicable, task order number
- Current status, e.g., completed and/or if in progress, start and estimated completion dates
- Type of contract
- Name of company being referenced
- SOW paragraphs that the reference applies to A brief narrative of why you deem the reference to be relevant to this effort

The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort.

PRICING PROPOSAL (Volume 2)

Complete the pricing schedule (Section II page 2)

52.212-2	EVALUATION -- COMMERCIAL ITEMS (IAW FAR 12.301(c))	JAN 1999
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- (1) **Evaluation -- Commercial Items (Jan 1999)**
- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors as listed below in paragraph (d) shall be used to evaluate offers.
- (b) *RESERVED*
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- (d) **Evaluation Criteria For Award** (*Addendum*).

Proposals will be reviewed and evaluated in accordance with the evaluation criteria identified below:

The following technical factors are in descending order of importance: A. Technical Capability, B. Past Performance, and C. Price/Cost. Sub-factors listed under each factor are of equal importance to each other.

TECHNICAL PROPOSAL (Volume 1)

(i). *Technical Capability*

Products will be evaluated on the ability to meet the technical needs of the Government as stated in the SOW.

(ii). *Past Performance*

1. The organizations history of successful delivery and completion of projects; history of producing high-quality products and other deliverables; history of staying on schedule and within budget.
2. The organization's specific past performance on prior similar efforts specified within this SOW.

PRICE/COST PROPOSAL (Volume 2)

(iii). *Price/Cost*

Selection of the firm to perform this task order will be based on the Government's assessment of the best overall value.

(2) CONTRACT AWARD - BEST VALUE

(i) The Government intends to evaluate proposals and award a contract without discussions with Offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.

(ii) Proposals received in response to this solicitation will be evaluated by the Government pursuant to the Federal Acquisition Regulation (FAR). One Contractor will be selected for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

(iii) Each technical proposal will be evaluated qualitatively and categorized as in relation to the evaluation factors set forth in this solicitation. A finding of *Unacceptable* in one technical factor may result in the entire technical proposal being found to be unacceptable.

(iv) **Technical and past performance, when combined, are significantly more important than cost or price.**

(v) Prospective Offerors are forewarned that an acceptable technical proposal and marginal past performance (if included as a factor) with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a premium price to select an Offeror whose non-cost/price evaluation factors (e.g., technical and past performance, if included) are superior.