

**SOLICITATION, OFFER AND AWARD**

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

RATING

PAGE OF PAGES  
1 12

2. CONTRACT NUMBER \_\_\_\_\_ 3. SOLICITATION NUMBER \_\_\_\_\_ 4. TYPE OF SOLICITATION  SEALED BID (IFB)  NEGOTIATED (RFP) 5. DATE ISSUED 2 Sep 2003 6. REQUISITION/PURCHASE NUMBER DAAD19-03-R-0016

7. ISSUED BY  
U.S. Army Robert Morris Acquisition Center  
4300 South Miami Blvd.  
Durham, NC 27703

8. ADDRESS OFFER TO (If other than Item 7)  
CODE \_\_\_\_\_

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Army Research Office until 03:00 local time 12 Sep 03

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. (Hour) (Date)

10. FOR INFORMATION CALL: A. NAME Richard Burkes B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 919 549-4295 C. E-MAIL ADDRESS

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT 10 CALENDAR DAYS (%) \_\_\_\_\_ 20 CALENDAR DAYS (%) \_\_\_\_\_ 30 CALENDAR DAYS (%) \_\_\_\_\_ CALENDAR DAYS (%) \_\_\_\_\_ (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFER-OR CODE \_\_\_\_\_ FACILITY \_\_\_\_\_ 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE \_\_\_\_\_ 18. OFFER DATE \_\_\_\_\_

19. ACCEPTED AS TO ITEMS NUMBERED \_\_\_\_\_ 20. AMOUNT \_\_\_\_\_ 21. ACCOUNTING AND APPROPRIATION \_\_\_\_\_

**AWARD (To be completed by Government)**

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) 10 U.S.C. 2304(c) ) 41 U.S.C. 253(c) ( ) 25. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

This Acquisition is a 100% set aside for small business.

A briefing will be conducted 9 September 2003 at 10:00 AM at the Army Research Office and interested offerors will be given an opportunity to view the facility. Offerors planning to attend the briefing must call the ARO Security Manager at 919-549-4356 no later than 4:30 PM on 8 September to advise of their attendance.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FIRM FIXED PRICE PURCHASE AND INSTALLATION OF CLOSED-CIRCUIT TELEVISION SYSTEM IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK				
0002	FIRM FIXED PRICE MAINTENANCE OF CLOSED-CIRCUIT TELEVISION SYSTEM IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK FOR FIRST YEAR				
0003	FIRM FIXED PRICE - OPTION MAINTENANCE OF CLOSED-CIRCUIT TELEVISION SYSTEM IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK FOR SECOND YEAR				

## Section C - Descriptions and Specifications

### Section C – Statement of Work

#### **C.1 Background**

This procurement supports the Army Research Office (ARO) physical security and force protection programs by providing security forces with the ability to monitor the facility's perimeter and parking lot using a closed-circuit television (CCTV) system.

ARO is an active duty Army organization and as such must ensure that assigned employees are protected against terrorist threats and criminal acts. This is accomplished by implementing sound physical security practices and implementing threat-based force protection measures as outlined in FM 3-19.30, Physical Security, and AR 525-13, Antiterrorism, respectively.

#### **C.2 Operational Concept**

The CCTV system will be operated by the single contract guard assigned to the facility and will provide the guard with a situational awareness of all pedestrian and vehicle traffic entering the ARO parking lot and all access control points (entrances).

#### **C.3 System Description**

This CCTV system will consist of black-and-white cameras mounted on the exterior of the building placed in such a manner as to enable the lobby security officer to view the facility's perimeter and all building entry points. The system must include the ability to monitor all cameras simultaneously from a central monitoring station installed at the lobby security desk. System must be capable of recording and storing camera images on a hard disk recording device. The hard disk must be large enough to store captured images for up to 14 consecutive days. Since ARO occupies leased space, all components that comprise the system must be capable of being removed from the facility once installed and, if necessary, reinstalled at another location. The contractor providing the CCTV equipment must also provide all labor to interconnect the cameras into a fully functioning system.

#### **C.4 . Installation Considerations**

The entire system must be installed within ten days from the start of work. Installation activities must take place between the hours of 7AM and 6PM Monday - Friday. All cables required by the CCTV system must be hidden from view by being installed within the building return air plenum. Installation activities should be scheduled so as to minimize impact to ARO operations to the maximum extent possible.

#### **C.5 Maintenance**

It is anticipated the CCTV system will have an actual useful life of 10 years. The contractor must repair or replace at no cost to the Government any system component that fails to perform as designed within one year from the date of system installation. Also during the first year, the vendor must be able to respond to any trouble calls by dispatching a qualified technician to repair or replace any faulty components within 8 hours from receiving the call.

#### **C.6 Optional Maintenance for Second Year**

If this Option is exercised the contractor will repair or replace at no cost to the Government any system component that fails to perform as designed and restore entire system to normal operation for the second year. The contractor must be able to respond to any trouble calls by dispatching a qualified technician to repair or replace any faulty components within 8 hours from receiving the call.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	ARO	Government	ARO	Government
0002	ARO	Government	ARO	Government
0003	ARO	Government	ARO	Government

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE FOR CLIN 0001: 1 October 2003 – 1 December 2003 – subject to installation requirements

PERIOD OF PERFORMANCE FOR CLIN 0002: 1 Year from installation date

PERIOD OF PERFORMANCE FOR CLIN 0003: 1 Year from completion of CLIN 0002

PLACE OF PERFORMANCE: U.S. ARMY RESEARCH OFFICE, 4300 SOUTH MIAMI BLVD., DURHAM, NC 27703

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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: (Contracting Officer check as appropriate.)

\_\_\_\_ (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 HUBZone Small Business Set-Aside (Jan 1999) (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) (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) to 52.219-5.

\_\_\_\_ (iii) Alternate II to (JUNE 2003) 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 (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_\_ (8)(i) 52.219-9, 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 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations 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. 11755).
- \_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- \_\_\_ X\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ X\_ (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)(iii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (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) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 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 (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_ (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 (MAY 1999) (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. 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: [Contracting Officer check as appropriate.]

\_\_\_\_ (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 (February 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 Agreements (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 Records--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 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 as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 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 (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 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 (April 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)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.212-3 Offeror Representations and Certification--Commercial Items JUN 2003

Section L - Instructions, Conditions and Notices to Bidders

The proposals must be typed and not exceed five pages not including past performance information and manufacturer's literature.

**Proposals in connection with this Solicitation are due by 3:00pm local time, 12 September 2003. Electronic submissions are not allowed. Late proposals will not be considered.**

Offerors shall submit their proposal(s) to the following address:

U.S. Army Materiel Command Acquisition Center  
Research Triangle Park Division  
ATTN: AMSSB-ACC-R (Richard Burkes)  
4300 S. Miami Blvd.  
Durham, NC 27703

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 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 shall be used to evaluate offers:

1. Technical

- Provide a description of all hardware and equipment to be used for the CCTV system. Offerors are encouraged to also submit manufacturers literature, specifications etc.

- Provide plan for installation giving any necessary information to explain how operational requirements will be met.

2. Past Performance

- A listing of the last three (3) contracts and/or subcontracts (for the same or similar services) awarded to your company under which the CCTV system has been operational for at least three months. Include the following information for each of the three contracts and subcontracts or more within your technical proposal you submit to the Government:

- a. Customer Name:
- b. Contract number:
- c. Type of Contract:
- d. Contract Period of Performance:
- e. Total Dollar Amount of Contract
- f. Customer POC and Telephone Number:
- g. Brief Description of Contract:

3. Cost

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(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.

(End of clause)

The Government may award without discussions or may establish a competitive range under which discussions will take place and selected offerors may be asked to orally present their final proposal revisions. The award decision will be based on best value to the Government.