

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 18
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2. CONTRACT (Proc. Inst. Ident.) NO. HSBP1109D02347	3. EFFECTIVE DATE 23 Sep 2009	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 20052080/20048111
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5. ISSUED BY CODE	6. ADMINISTERED BY (If other than Item 5) CODE
Department of Homeland Security Customs and Border Protection National Acquisition Center 6650 Telecom Drive Indianapolis, IN 46278	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Aardvark Tactical, Inc. 1002 S. 10 th St. Azusa, CA 91702-1701 Attr: (b) (6)	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Below)
	9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days
	10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM
CODE	FACILITY CODE

11. SHIP TO/MARK FOR CODE	14. PAYMENT WILL BE MADE BY CODE
Per Delivery Order	Department of Homeland Security National Finance Center P.O. Box 68908 Indianapolis, IN 46268

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA Per Delivery Order
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B – Items 0001 through 0045 are awarded, however items 0010 through 0045 are not exercised at this time. (See FAR Clause 1.5)				

15G. TOTAL MAXIMUM ESTIMATED AMOUNT OF CONTRACT	\$11,258,986.80
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or Print) (b) (6)	20A. NAME OF CONTRACTING OFFICER Bruce D. Wood

19. BY (b) (6)	19C. DATE SIGNED 9/17/09	20. BY (b) (6) (Signature of Contracting Officer)	20C. DATE SIGNED 9/23/09
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

NOTE: THIS IS AN INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT WITH FIRM FIXED-PRICE LINE ITEMS FOR A BASE YEAR AND FOUR OPTIONS.

BASE YEAR (FROM DATE OF AWARD TO 365 DAYS AFTER DATE OF AWARD)

<u>ITEM NO</u>	<u>P/N</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>
0001	TI26082	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, R/H, XDPM Price Per Unit: (b) (4)	1,197 EA
0002	TI26083	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, L/H, XDPM Price Per Unit: (b) (4)	133 EA
0003	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors Price Per Unit: (b) (4)	23,328 EA
0004	TI34200	Air Cartridge - Single Shot (15-Foot Range, Training Use) - Yellow Blast Doors Price Per Unit: (b) (4)	5,320 EA
0005	TI44203	XP (Extra Penetration) Air Cartridge - Single Shot (25-Foot Range) - Green Blast Doors Price Per Unit: (b) (4)	8,028 EA
0006	TI44550	TASER Simulation Training Suit Price Per Unit: (b) (4)	175 EA
0007	TI26701	XDPM - Extended Digital Power Magazine (300 5-second Firing At Room Temperature) Price Per Unit: (b) (4)	1,000 EA
0008	TI26500	TASER X26 USB Dataport Download Software/ Adapter Windows 9X, NT, 2000, and XP Compatible Price Per Unit: (b) (4)	593 EA
0009	TI26744CBP	TASER Four Year Extended Customer Care Warranty Includes Two (2) Free Years of Warranty. Price Per Unit: (b) (4)	1,330 EA

SCHEDULE OF SUPPLIES/SERVICES (CONTINUED)

OPTION YEAR 1 (THROUGH TO 730 DAYS AFTER AWARD OF CONTRACT)

<u>ITEM NO</u>	<u>P/N</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>
0010	TI26082	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, R/H, XDPM Price Per Unit: (b) (4)	1,197 EA
0011	TI26083	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, L/H, XDPM Price Per Unit: (b) (4)	133 EA
0012	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors Price Per Unit: (b) (4)	23,328 EA
0013	TI34200	Air Cartridge - Single Shot (15-Foot Range, Training Use) - Yellow Blast Doors Price Per Unit: (b) (4)	5,320 EA
0014	TI44203	XP (Extra Penetration) Air Cartridge - Single Shot (25-Foot Range) - Green Blast Doors Price Per Unit: (b) (4)	8,028 EA
0015	TI44550	TASER Simulation Training Suit Price Per Unit: (b) (4)	175 EA
0016	TI26701	XDPM - Extended Digital Power Magazine (300 5-second Firing At Room Temperature) Price Per Unit: (b) (4)	1,000 EA
0017	TI26500	TASER X26 USB Dataport Download Software/ Adapter Windows 9X, NT, 2000, and XP Compatible Price Per Unit: (b) (4)	593 EA
0018	TI26744CBP	TASER Four Year Extended Customer Care Warranty Includes Two (2) Free Years of Warranty. Price Per Unit: (b) (4)	1,330 EA

SCHEDULE OF SUPPLIES/SERVICES (CONTINUED)**OPTION YEAR 2 (THROUGH TO 1095 DAYS AFTER AWARD OF CONTRACT)**

<u>ITEM NO</u>	<u>P/N</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>
0019	TI26082	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, R/H, XDPM Price Per Unit: (b) (4)	1,197 EA
0020	TI26083	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, L/H, XDPM Price Per Unit: (b) (4)	133 EA
0021	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors Price Per Unit: (b) (4)	23,328 EA
0022	TI34200	Air Cartridge - Single Shot (15-Foot Range, Training Use) - Yellow Blast Doors Price Per Unit: (b) (4)	5,320 EA
0023	TI44203	XP (Extra Penetration) Air Cartridge - Single Shot (25-Foot Range) - Green Blast Doors Price Per Unit: (b) (4)	8,028 EA
0024	TI44550	TASER Simulation Training Suit Price Per Unit: (b) (4)	175 EA
0025	TI26701	XDPM - Extended Digital Power Magazine (300 5-second Firing At Room Temperature) Price Per Unit: (b) (4)	1,000 EA
0026	TI26500	TASER X26 USB Dataport Download Software/ Adapter Windows 9X, NT, 2000, and XP Compatible Price Per Unit: (b) (4)	593 EA
0027	TI26744CBP	TASER Four Year Extended Customer Care Warranty Includes Two (2) Free Years of Warranty. Price Per Unit: (b) (4)	1,330 EA

SCHEDULE OF SUPPLIES/SERVICES (CONTINUED)

OPTION YEAR 3 (THROUGH TO 1460 DAYS AFTER AWARD OF CONTRACT)

<u>ITEM NO</u>	<u>P/N</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>
0028	TI26082	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, R/H, XDPM Price Per Unit: (b) (4)	1,197 EA
0029	TI26083	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, L/H, XDPM Price Per Unit: (b) (4)	133 EA
0030	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors Price Per Unit: (b) (4)	23,328 EA
0031	TI34200	Air Cartridge - Single Shot (15-Foot Range, Training Use) - Yellow Blast Doors Price Per Unit: (b) (4)	5,320 EA
0032	TI44203	XP (Extra Penetration) Air Cartridge - Single Shot (25-Foot Range) - Green Blast Doors Price Per Unit: (b) (4)	8,028 EA
0033	TI44550	TASER Simulation Training Suit Price Per Unit: (b) (4)	175 EA
0034	TI26701	XDPM - Extended Digital Power Magazine (300 5-second Firing At Room Temperature) Price Per Unit: (b) (4)	1,000 EA
0035	TI26500	TASER X26 USB Dataport Download Software/ Adapter Windows 9X, NT, 2000, and XP Compatible Price Per Unit: (b) (4)	593 EA
0036	TI26744CBP	TASER Four Year Extended Customer Care Warranty Includes Two (2) Free Years of Warranty. Price Per Unit: (b) (4)	1,330 EA

SCHEDULE OF SUPPLIES/SERVICES (CONTINUED)

OPTION YEAR 4 (THROUGH TO 1825 DAYS AFTER AWARD OF CONTRACT)

<u>ITEM NO</u>	<u>P/N</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>
0037	TI26082	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, R/H, XDPM Price Per Unit: (b) (4)	1,197 EA
0038	TI26083	TASER X26e Black w/ Black Grip Plate w/BlackHawk Holster, L/H, XDPM Price Per Unit: (b) (4)	133 EA
0039	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors Price Per Unit: (b) (4)	23,328 EA
0040	TI34200	Air Cartridge - Single Shot (15-Foot Range, Training Use) - Yellow Blast Doors Price Per Unit: (b) (4)	5,320 EA
0041	TI44203	XP (Extra Penetration) Air Cartridge - Single Shot (25-Foot Range) - Green Blast Doors Price Per Unit: (b) (4)	8,028 EA
0042	TI44550	TASER Simulation Training Suit Price Per Unit: (b) (4)	175 EA
0043	TI26701	XDPM - Extended Digital Power Magazine (300 5-second Firing At Room Temperature) Price Per Unit: (b) (4)	1,000 EA
0044	TI26500	TASER X26 USB Dataport Download Software/ Adapter Windows 9X, NT, 2000, and XP Compatible Price Per Unit: (b) (4)	593 EA
0045	TI26744CBP	TASER Four Year Extended Customer Care Warranty Includes Two (2) Free Years of Warranty. Price Per Unit: (b) (4)	1,330 EA

B.1 MINIMUM AND MAXIMUM AMOUNT OF SUPPLIES TO BE ORDERED

The following minimum and maximum amounts will be applied in accordance with FAR 52.216-22:

- a. The minimum amount of supplies to be ordered under this contract is: a combination of items 0001 through 0009 and will be at least \$250,000.00 total value.
- b. The maximum amount of supplies that may be ordered over the life of the contract will not exceed a dollar value of: \$11,258,986.80 (through a combination of items of 0001 through 0045).

B.2 ADDITIONAL SUPPLIES TO BE PROVIDED FREE OF CHARGE

As part of this contract, the vendor will delivery free of charge 7,500 each of the Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors (Same as item 0003) to the following address:

Customs and Border Protection

(b) (7)(E)

Attn: (b) (6)

4,200 each will be delivered at the same time as the first Delivery Order HSBP1109J28072. The balance of the items will be delivered upon issuance of the next delivery orders on a pro-rated (basis).

[End of Clause]

B.3 PRICING NOTES:

All pricing is based on GSA Schedule Pricing as modified by negotiation.

Shipping costs shall be agreed upon at time of delivery order. All shipments will be "ground".

[End of Clause]

[END OF SECTION B]

SECTION C**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 ITEM DESCRIPTIONS**

All items are to be provided in accordance with the Taser International Part Numbers as described in section B.

[End of Clause]

[END OF SECTION C]

SECTION D**PACKAGING AND MARKING****D.1 PACKAGING, PACKING AND MARKING**

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination.

Packages shall be clearly identified on the outer wrapping with the contract number and delivery/task order number, if applicable.

Packaging and Serialization shall be accomplished in accordance with Part 3 Paragraph 3.7 of the Statement of Work.

[End of Clause]

[END OF SECTION D]

SECTION E**INSPECTION AND ACCEPTANCE****E.1 FEDERAL ACQUISITION CLAUSES (INCORPORATED BY REFERENCE)**

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

NOTICE: All clauses in Section E are incorporated by reference as defined in FAR 52.252-2 (Section I of this document).

[END OF SECTION E]

SECTION F**DELIVERIES OR PERFORMANCE****F.1 FEDERAL ACQUISITION CLAUSES (INCORPORATED BY REFERENCE)**

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.247-34	NOV 1991	F.O.B. DESTINATION*

[End of By-Reference Clauses]

F.2 PERIOD OF PERFORMANCE

The period of performance will consist of a base year with 4 one-year options, with a maximum duration of five years if all options are exercised.

F.3 DELIVERY REQUIREMENTS

Deliver To: Per Delivery Order

<u>Item</u>	<u>Shipment Date</u>
All	45 Days After Receipt Order

[End of Clause]

[END OF SECTION F]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

G.2 3052.242-72 – CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

G.3 INVOICING INSTRUCTIONS

Until the website outlined later is in use, the original invoice/voucher document shall be submitted to the Contract Administrator at the address shown on page 1 of the contract. One copy of the invoice/voucher document shall be mailed to the Contracting Officer's Technical Representative.

In addition, until ordering/invoicing is handled through the contractor's website, a copy of the invoice shall be sent to the following:

DHS, Customs and Border Protection
National Finance Center
P.O. Box 68908
Indianapolis, IN 46268

Note: Each organizational element within the Department of Homeland Security for which body armor is supplied under a specific delivery order (i.e. Border Patrol, Coast Guard) shall be identified as appropriate on any resultant invoice.

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.
Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

H.1 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006) (CONTINUED)

- (1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
- (i) stock held by members of the expanded affiliated group which includes the origin incorporated entity; or
 - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) warrants;
 - (ii) options;
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
- (f) *Disclosure.* The offeror under this solicitation represents that [Check one]: ___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; ___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or ___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

H.2 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

H.3 ORDERING PROCEDURES -- SUPPLIES (MAR 2003)

Ordering of supplies under this contract shall be accomplished by the issuance of either electronic transmission of orders through the contractor's website or as necessary by written delivery orders specifying the types and quantities of supplies being ordered. All delivery orders issued under this contract shall conform to the provisions of the contract clause, "Ordering, FAR 52.216-18."

The only office(s) authorized to issue delivery orders under this contract are:

Department of Homeland Security Agencies as defined in table 1.2 of the Statement of Work.

*Prior to development of ordering process through the contractor's website, a copy of each order from any DHS Entity using this contract shall be sent by that DHS entity to the Contract Administrator as shown on Page 1 of the contract.

[End of Clause]

H.4 ORDERING -- MULTIPLE CONTRACTORS

In the case of multiple awards, the minimums/maximums specified under clause at 1.4, 52.216-22, Indefinite Quantity, October 1995 will apply to any/all successful offerors. For purposes of award of delivery orders following the minimum required for an indefinite delivery contract, the Contracting Officer and Contracting Officer's Technical Representative will conduct quarterly reviews of each Contractor's performance and inform all DHS components. The data from the quarterly reviews will allow all DHS components to ensure that fair consideration is given to all awardees prior to placement of any order for supplies listed under any resultant contract.

In accordance with FAR 16.505(b)(1), to the maximum extent practicable, CBP will provide for fair opportunity to be considered for orders exceeding \$3,000.00 unless a statutory exception applies under 16.505 (b)(2).

[End of Clause]

H.5 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (MAR 2003)**A. Contractor Performance Evaluation**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

B. Electronic access to contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comments by completing the registration form that can be obtained at the following address: http://oamp.od.nih.gov/OD/CPS/cps_contractor.html

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of Clause]

[END OF SECTION H]

PART II – CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACT SALES TO THE GOVERNMENT ALTERNATE 1 (OCT 1995)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52-215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-19	JAN 2006	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-20	DEC 1996	WALSH-HEALY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITED OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (CONTINUED)

NUMBER	DATE	TITLE
52.224-2	APR 1984	PRIVACY ACT
52.225-1	JUN 2003	BUY AMERICAN ACT – SUPPLIES
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA – GENERAL
52.229-3	APR 2003	FEDERAL, STATE AND LOCAL TAXES
52.232-17	JUL 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2005	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.232-36	MAY 1999	PAYMENT BY THIRD PARTY
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED PRICE
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of By-Reference Clauses]

I.2 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 for a period of five years from the date of contract award.
- (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, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$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 \$200,000.00
 - (2) Any order for a combination of items in excess of \$500,000.00 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 15 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]

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services 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 the 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; provided, that the Contractor shall not be required to make any deliveries under this contract after the five (5) year period plus 45 days.

[End of Clause]

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a) The Government may extend the term of this contract by written notice to the contractor within 365 days; provided that the Government gives the contractor a preliminary written notice of intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

I.6 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

[End of Clause]

[END OF SECTION I]