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001

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER N/A	PAGE 1 OF 13	
2. CONTRACT NO GS-01-97768/DAAB15-02-A-002	3. AWARD/EFFECTIVE DATE 15OCT2001	4. ORDER NUMBER	5. SOLICITATION NUMBER DAAB15-02-T-002	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: Mr. Jim Pasquini	8. NAME Mr. Jim Pasquini	9. TELEPHONE NUMBER (SEE BLOCK 10)	10. OFFER DUE DATE/LOCAL TIME	11. DISCOUNT TERMS
10. DELIVER TO USA CROOM Acquisition Center - Washington (CACW) ATTN: AMBIL-AC/WA-A (in Pentagon) Hoffman Building 1, Room 2B4 3462 Eisenhower Avenue Alexandria, Virginia 22304-0700	12. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> DVA	13. DELIVERY FOR JOB IDENTIFICATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	14. THIS CONTRACT IS A RATED ORDER UNDER DBA# (15 CFR 700)	
15. DELIVER TO IN ACCORDANCE WITH INDIVIDUAL TASK/DELIVERY ORDERS	16. ADMINISTERED BY DCMA BALTIMORE, ATTN: Eugene Johnson 217 East Red Wood Street, Suite 1800 Baltimore, MD 21202-5299	17. CONTRACTOR/ OFFEROR NASCATKA BARBER, INC 8022 Old Alexandria Ferry Road Chillum, MD 20755 TELEPHONE NO (301) 868-0824	18. PAYMENT WILL BE MADE BY AS SET FORTH IN INDIVIDUAL TASK/DELIVERY ORDERS	19. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP
17A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OPEN	20. ADMINISTERED BY	21. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 25 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF MULTIPLE SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE
	PORTABLE BARBERS HENSE XV, RATED CALL ON DODDED CERTIFIED LIST OF ANTI-RAM VEHICLE BARBERS DATED SEP 19 2001, AND LAW QSA PER CONTRACT GS-01-97768 DISCOUNTED RATES SET FORTH IN THIS RFA, AND THE TERMS AND CONDITIONS SET FORTH IN NASATKA LTR DTD (02/02/01)			
24. ACCOUNTING AND APPROPRIATION DATA N/A		25. TOTAL AWARD AMOUNT (incl. Unit. Lvs Only) \$0.00		
26. SOLICITATION INCORPORATES BY REFERENCE FAR 53.114, 53.114-4, FAR 53.123 AND 53.123-4 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
27. CONTRACT PURCHASE ORDER INCORPORATED BY REFERENCE FAR 53.123. FAR 53.123-4 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 DATED <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 10, INCLUDING ANY ADDITIONS OR CHANGES WHICH SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30. SIGNATURE OF OFFEROR <i>Ralph G. Nasatka</i>	31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary J. Byrd</i>	32. DATE SIGNED 10/15/01		
30A. NAME AND TITLE OF OFFEROR (FIRM OR INDIVIDUAL) Ralph G. Nasatka President	31A. NAME OF CONTRACTING OFFICER (FIRM OR INDIVIDUAL) MARY J. BYRD, CONTRACTING OFFICER	32A. DATE SIGNED 10/15/01		
33. 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	34. P/P NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	35. VOUCHER NUMBER	36. AMOUNT VERIFIED CORRECT FOR	
37. SIGNATURE OF AUTHORIZED COPY REPRESENTATIVE	38. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	39. ORDER NUMBER	40. PAID BY	
41. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42. SIGNATURE AND TITLE OF CERTIFYING OFFICER	43. DATE	44. RECEIVED BY (NAME)	45. RECEIVED AT (LOCATION)
46. DATE RECEIVED (MM/DD/YYYY)		47. TOTAL CONTAINERS	48. DATE RECEIVED (MM/DD/YYYY)	

AUTHORIZED FOR LOCAL REPRODUCTION

SEE PAGE 2 FOR GME CONTROL NUMBER AND PAPERWORK  
BUYER'S STATEMENT

STANDARD FORM 1449 (10-01)  
Prescribed by GSA-FAR (48 CFR) 101-11.2

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER N/A		PAGE 1 OF 13	
2. CONTRACT NO. GS-07F-9776H/DAAB15-02-A-0002		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DAAB15-02-T-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ms. Jan Pennington		b. TELEPHONE NUMBER (No collect calls) (703) 325-6094		8. SOLICITATION ISSUE DATE	
9. ISSUED BY CODE W909MY		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) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO CODE IN ACCORDANCE WITH INDIVIDUAL TASK/DELIVERY ORDERS		16. ADMINISTERED BY DCMA BALTIMORE, ATTN: Eugene Johnson 217 East Red Wood Street, Suite 1800 Baltimore, MD 21202-5299		CODE S2101A			
17a. CONTRACTOR/OFFEROR CODE ICBE3 FACILITY CODE NASATKA BARRIER, INC 8022 Old Alexandria Ferry Road Chiron, MD 20735 TELEPHONE NO. (301) 868-0524 TIN:		18a. PAYMENT WILL BE MADE BY CODE AS SET FORTH IN INDIVIDUAL TASK/DELIVERY ORDERS		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		
	PORTABLE BARRIERS NMSB XV, RATED K4/L1 ON DOS/DOD CERTIFIED LIST OF ANTI-RAM VEHICLE BARRIERS DATED SEP 19, 2001, AND IAW GSA FSS CONTRACT GS-07F-9776II DISCOUNTED RATES SET FORTH IN THIS BPA. AND THE TERMS AND CONDITIONS SET FORTH IN NASATKA LTR DTD OCT 13, 2001. <i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA N/A				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 50.00			
<input 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 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 (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY J. BYRD, CONTRACTING OFFICER		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		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		39. S/R VOUCHER NUMBER		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## DOS/DOD CERTIFIED ANTI-RAM VEHICLE BARRIERS

September 19, 2001

Manufacturer	Model	Rating*
<b>ARMR Services Corp.</b> 2724 Dorr Ave. Bay #4 Fairfax, VA 22031 (703) 876-9844 Tel (703) 876-0427 Fax	<b>BTA</b> (retractable bollards) <b>Model 400</b> (sliding gate)	<b>K4/L1</b> <b>K4/L2</b>
<b>Crisp &amp; Associates</b> 272 Airport Road Oliver Springs, TN 37840 (423) 435-6602 Tel/Fax	<b>VSB-P10</b> (surface-mounted hydraulic wedge) <b>VSB-F10</b> (hydraulic wedge)	<b>K12/L1</b> <b>K12/L3</b>
<b>Delta Scientific Corp.</b> 24901 West Ave. Stanford Valencia, CA 91355 (661) 257-1800 Tel (661) 257-0617 Fax	<b>TT207S</b> (hydraulic wedge) <b>TT207S/FM</b> (surface-mounted hydraulic wedge) <b>TT210</b> (retractable bollards) <b>TT212EC</b> (hydraulic drop bar) <b>TT280</b> (sliding gate) <b>IP500</b> (portable hydr. drop bar) <b>DSC501</b> (surface-mounted hydr. wedge w/o buttresses) <b>DSC701</b> (retractable bollards) <b>DSC720</b> (retractable bollards) <b>DSC800</b> (retractable bollards)	<b>K12/L3</b> <b>K12/L3</b> <b>K4/L2</b> <b>K4/L2</b> <b>K12/L2 &amp; K8/L3</b> <b>K4/L2</b> <b>K12/L3</b> <b>K8/L2</b> <b>K12/L2</b> <b>K4/L2</b>
<b>Intertex Barriers, Inc.</b> 25103 Rye Canyon Loop Valencia, CA 91355 (661) 295-0339 Tel (661) 295-3235 Fax	<b>Stinger</b> (shallow mount) <b>Magnum</b> (hydraulic wedge) <b>Mini-Magnum</b> (narrow blade) <b>Portapungi</b> (hydraulic wedge) <b>De-fender</b> (retractable bollards)	<b>K12/L3</b> <b>K12/L3</b> <b>K8/L3</b> <b>K8/L1</b> <b>K4/L2</b>
<b>Nasatka Barrier, Inc.</b> 8405 Dangerfield Place Clinton, MD 20735 (301) 868-0301 Tel (301) 868-0524 Fax	<b>NMSB II</b> (surface-mounted hydraulic wedge) <b>NMSB IIIb</b> (surface-mounted hydraulic wedge) <b>NMSB IV</b> (hydraulic wedge) <b>NMSB V</b> (hydraulic wedge) <b>NMSB XV</b> (portable barrier)	<b>K12/L3</b> <b>K12/L3</b> <b>K12/L3</b> <b>K12/L3</b> <b>K4/L1</b>
<b>Terio Barrier Intl., Inc.</b> 5301 Remington Road Alexandria, VA 22309 (703) 799-5635 Tel (703) 799-9323 Tel	<b>TVRS</b> (pop-up barrier)	<b>K12/L3</b>

\*NOTE: SD-STD-02.01 specifies perpendicular barrier impact by a 15,000 lb. (6810 kg) vehicle;

"K" indicates the DOS certified barrier's maximum vehicle impact speed rating; and

"L" indicates the test vehicle's distance of penetration upon impact with barrier.

**K12** = 50 mph (80 kph)      **L3** = 3 ft. (915 mm) or less  
**K8** = 40 mph (65 kph)      **L2** = 3 ft. to 20 ft. (915 mm to 6.1 m)  
**K4** = 30 mph (48 kph)      **L1** = 20 ft. to 50 ft. (6.1 m to 15.3 m)



October 12, 2001

Jan Pennington  
CECOM Acquisition Center – Washington  
Hoffman Bldg. 1, Room 284  
2461 Eisenhower Avenue  
Alexandria, VA 22331-0700

Email TO: [Mary.Byrd@cacw.army.mil](mailto:Mary.Byrd@cacw.army.mil)  
[Jan.Pennington@cacw.army.mil](mailto:Jan.Pennington@cacw.army.mil)  
[mbohheim@belvoir.army.mil](mailto:mbohheim@belvoir.army.mil)  
[jedwards@belvoir.army.mil](mailto:jedwards@belvoir.army.mil)  
[tendler@belvoir.army.mil](mailto:tendler@belvoir.army.mil)

Ref: RFQ DAAB15-02-T-0002 GSA FSS Contract GS -07F-9776H  
Blanket Purchase Agreement (BPA)

Ms. Pennington,

In response to the above mentioned documents, Nasatka Barriers Inc. request the following modifications be made to the basic BPA terms and conditions.

1. Item # 12.0 Delivery -- That the time limit required for delivery be extended from 30 days (CONUS) to 120 days and (OCONUS) from 60 days to 150 days.
2. That the barriers under this agreement are Portable Only and that any reference to "installation" be deleted from the BPA. This is to include the installation of warranty parts mentioned in item. 9.3
3. Item 13.1b TDY-Travel - Although local area meetings are understood, Nasatka Barrier Inc. foresees no reason to anticipate travel to contractors facilities, if such is required, compensation shall be negotiated outside the parameters of this BPA.
4. That this BPA is intended to include "PORTABLE BARRIERS ONLY (Model XV) and not other models which Nasatka Inc. may offer for sale which may be negotiated on a separate purchase order agreement. .

NASTAKA BARRIERS INC.

Ralph G. Nasatka, President (electronic signature)

8022 Old Alexandria Ferry Rd., Clinton, Maryland 20735  
Phone: (301)868-0301 - Fax: (301)868-0524

**CECOM ACQUISITION CENTER - WASHINGTON (CAC-W)  
PRODUCT MANAGER, PHYSICAL SECURITY EQUIPMENT  
AND RELATED SERVICES  
BLANKET PURCHASE AGREEMENT  
RFQ DAAB15-02-T-0002**

The U.S. Army Communications-Electronics Command Acquisition Center - Washington (CAC-W) hereby enters into a Blanket Purchase Agreement (BPA) on behalf of the Product Manager, Physical Security Equipment (PM-PSE) with Nasatka Barriers Incorporated to provide enhancement of Force Protection at Army installations worldwide through the application of Commercial-Off-The-Shelf (COTS) Physical Security Equipment such as Portable Barriers.

This agreement is under the terms and conditions of Nasatka Barriers Incorporated's GSA Federal Supply Schedule Contract GS-07F-9776H, and the following BPA terms and conditions:

**ADMINISTRATIVE DATA**

Primary Point of Contact:

Ralph G. Nasatka  
Contractor POC

President  
Title

Nasatka@aol.com  
Email Address

Nasatka Barrier, Inc.  
Company Address 1st Line

8022 Old Alex Ferry Rd.  
Company Address 2nd Line

Clinton, MD 20735  
Company Address 3rd Line

(301) 868-0300  
POC Telephone Number

(301) 868-0524  
POC Facsimile Number

Alternate Point of Contact:

\_\_\_\_\_  
Contractor POC

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Company Address 1st Line

\_\_\_\_\_  
Company Address 2nd Line

\_\_\_\_\_  
Company Address 3rd Line

\_\_\_\_\_  
POC Telephone Number

\_\_\_\_\_  
POC Facsimile Number

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

7381

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

YES \_\_\_\_\_ No X

3. Are you a Woman-Owned Business?

Yes X No \_\_\_\_\_

4. CAGE Code: \_\_\_\_\_

5. DUNS Number: 185057601

6. TIN: 52-1428080

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

\_\_\_\_\_  
DCMC POC

\_\_\_\_\_  
DCMC First Line Address

\_\_\_\_\_  
DCMC Attention Line

\_\_\_\_\_  
DCMC Third Line Address

\_\_\_\_\_  
DCMC Fourth Line Address

\_\_\_\_\_  
DCMC POC Telephone Number

\_\_\_\_\_  
DCMC POC Facsimile Number

\_\_\_\_\_  
DCMC POC Email Address

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

\_\_\_\_\_  
DFAS POC

\_\_\_\_\_  
DFAS First Line Address

\_\_\_\_\_  
DFAS Attention Line

\_\_\_\_\_  
DFAS Third Line Address

\_\_\_\_\_  
DFAS Fourth Line Address

\_\_\_\_\_  
DFAS POC Telephone Number

\_\_\_\_\_  
DFAS POC Facsimile Number

\_\_\_\_\_  
DFAS POC Email Address

**1.0 AUTHORIZED BPA USERS**

1.1 Pursuant to Federal Acquisition Regulation (FAR) Subpart 8.4, this BPA is established in response to the terrorist attack on the World Trade Center (WTC) and Pentagon on 11 September 2001. Its purpose is to enhance physical security, anti-terrorism and force protection at Army installations worldwide. This BPA will provide

support to the Product Manager, Physical Security Equipment (PM-PSE) while carrying out its physical security equipment mission.

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

## **2.0 TERM OF BPA**

The term of this BPA is thirty-six (36) months. However, if the underlying GSA FSS contract expires or is terminated prior to expiration of the BPA, the BPA shall be deemed to be terminated or to have expired, except that any outstanding Task/Delivery Orders shall be performed up to their completion dates to the extent permitted by the underlying contract. In addition, the BPA may be terminated during the thirty-six (36) month term by either the Government or the BPA holder.

## **3.0 ORDERING**

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

## **4.0 PREVAILING TERMS AND CONDITIONS**

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

## **5.0 OBLIGATION OF FUNDS**

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

## **6.0 ESTIMATED VOLUME**

The Government estimates, but does not guarantee, that the dollar value of orders issued through this BPA will be approximately \$77,000,000.00. There is no minimum quantity of products or services required to be ordered under this BPA. Further, the Government may satisfy any of the requirements of this BPA through means other than this BPA.

## **7.0 PRODUCTS AND SERVICES AVAILABLE UNDER THIS BPA**

7.1 Products and services set forth in Nasatka Barriers Corporation's GSA FSS Contract GS-07F-9776H are provided by this BPA. Attachment A (provided by the BPA holder) contains a listing of all products and services provided by the BPA. Attachment

A contains the FSS contractor's name, FSS contract number, FSS ordering number, name and description of the product and service available under this BPA with accompanying BPA discounted rates. Unless otherwise specified, pricing discounts shall be applicable to all years currently covered under the applicable FSS contract.

BPA TEAM LEADER (COMPANY) NAME Nasatka Barrier Inc.

GSA Federal Supply Schedule Contract Number(s) GS07F-9776H

TAX IDENTIFICATION NUMBER: 52-1428080

REMIT TO ADDRESS: 8022 Old Alexandria Ferry, Rd., Clinton, Maryland 20735

CAGE CODE: \_\_\_\_\_

DUNS NO: 185057601

GSA FSS Item No.	Description	Model No/ Labor Category	Qty	Unit	GSA Price	BPA discounted rate Includes 1% GSA Fee
246-35(5)	Portable Barrier	NMSB-XV			\$29,755.	None up to \$300,000.00 \$301,000.00 - \$400,000.00 apply 4% discount. \$401,000.00 and above apply 4.5% discount.

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

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

## **8.0 PRICING**

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

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

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

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

## **9.0 REQUIREMENTS**

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

9.2 PM-PSE has an immediate requirement to provide non-personal services and products to support Army installations worldwide.

a. The typical type of products we anticipate for future requirements include any or all of the systems, subsystems, or components for Portable Barriers.

b. Typical types of services we anticipate for future requirements include those associated with installation, integration and maintenance of the Portable Barriers.

### 9.3 WARRANTY AND/OR EXTENDED WARRANTIES

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

### 9.4 OTHER BPA REQUIREMENTS

9.4.a The BPA holder must have the capability to complete installation work at Continental United States (CONUS) and OCONUS sites on a concurrent basis when appropriate.

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

### 10.0 CONTRACT MANAGEMENT

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

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

CAC-W PCO: Mary J. Byrd  
Email address: [mbyrd@hoffman-issaa2.army.mil](mailto:mbyrd@hoffman-issaa2.army.mil)

Jan Pennington  
Email address: [jpenni@hoffman-issaa2.army.mil](mailto:jpenni@hoffman-issaa2.army.mil)

PM-PSE POC: Rod Dama  
Email address: [rdama@belvoir.army.mil](mailto:rdama@belvoir.army.mil)

Carlton Stevenson  
Email address: [carlton\\_d\\_stevenson@belvoir.army.mil](mailto:carlton_d_stevenson@belvoir.army.mil)

## 11.0 DELIVERY TICKETS

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

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

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

CAC-W PCO: Mary J. Byrd  
Email address: [mbyrd@hoffman-issaa2.army.mil](mailto:mbyrd@hoffman-issaa2.army.mil)

Jan Pennington  
Email address: [jpenni@hoffman-issaa2.army.mil](mailto:jpenni@hoffman-issaa2.army.mil)

PM-PSE POC: Rod Dama  
Email address: [rdama@bclvoir.army.mil](mailto:rdama@bclvoir.army.mil)

## 12.0 DELIVERY

Delivery shall be in accordance with individual orders issued under this BPA. The BPA holder shall start accepting orders upon issuance of the BPA. Delivery to the addressees specified in each Task/Delivery Order shall be within 30 days in the CONUS and 60 days OCONUS from the date the order is received by the vendor from a designated Contracting Officer. A delivery order is considered to be placed based on the effective date of order signed by the Contracting Officer.

## 13.0 MISCELLANEOUS

### 13.1 TDY-TRAVEL

13.1.a DoD's Per Diem, Travel and Transportation Allowance Committee has issued guidance deleting the authority to use Invitational Travel Orders (ITOs) to authorize travel and transportation for Government contractors or contractor employees. Implementing revisions appear in Change Number 404 of the Joint Travel Regulation

(JTR), and Change Number 150 of the Joint Federal Travel Regulations (JFTR). These changes were effective 1 June 1999.

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

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

## **13.2 SECURITY REQUIREMENTS**

Work under this BPA shall be unclassified.

## **13.3 INSPECTION AND ACCEPTANCE**

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

## **13.4 GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT**

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

## **13.5 INCIDENTALS/EMERGENCY ITEMS**

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

## **13.6 PAYMENT OFFICE**

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

### 13.7 REPRESENTATIVE OF THE CONTRACTING OFFICER

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

Mr. Jerry Edwards  
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NOTE: Additional CORs may be designated on a task order basis.