

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 6	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-02-A-0028		<b>3. Award/Effective Date</b> 2002SEP25		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> JUDY PAGLIARO		<b>B. Telephone Number (No Collect Calls)</b> (309)782-5086		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CT ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09		<b>10. This Acquisition Is</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
<b>e-mail:</b> PAGLIAROJ@RIA.ARMY.MIL				<input checked="" type="checkbox"/> <b>Unrestricted</b>		<input checked="" type="checkbox"/> <b>See Schedule</b>	
				<input type="checkbox"/> <b>Set Aside: % For</b>		<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>	
				<input type="checkbox"/> <b>Small Business</b>		<b>13b. Rating</b> DOA5	
				<input type="checkbox"/> <b>Small Disadv Business</b>		<b>14. Method Of Solicitation</b>	
<input type="checkbox"/> <b>8(A)</b>		<b>SIC:</b>		<input type="checkbox"/> <b>RFQ</b>		<input type="checkbox"/> <b>IFB</b>	
<input type="checkbox"/> <b>Size Standard:</b>		<input type="checkbox"/> <b>RFP</b>		<input type="checkbox"/> <b>RFP</b>			
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> PR TACOM-RI ATTN FIN AND ACCT OFC ROCK ISLAND IL 61299-6000		<b>Code</b> W52H09	
<b>Telephone No.</b>							
<b>17. Contractor/Offeror</b> TDF CORPORATION ROCK ISLAND ARSENAL BLDG 110, NE CORNER, GROUND FLOOR P O BOX 5164 ROCK ISLAND IL 61299-5001		<b>Code</b> OPL65 <b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS ST LOUIS ATT DFAS-SL-FPV 4300 GOODFELLOW BLVD BLDG 110 PO BOX 200009 ST LOUIS MO 63120-0009		<b>Code</b> HQ0304	
<b>Telephone No.</b>							
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b>		<input type="checkbox"/> <b>See Addendum</b>	
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>		<b>21. Quantity</b>		<b>22. Unit</b>	
		SEE SCHEDULE BPA Expiration Date: 2004DEC25 (Attach Additional Sheets As Necessary)				<b>23. Unit Price</b>	
						<b>24. Amount</b>	
<b>25. Accounting And Appropriation Data</b>				<b>26. Total Award Amount (For Govt. Use Only)</b> \$0.00			
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>				<input type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>			
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>				<input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>			
<b>28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> 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.</b>				<b>29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b>			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> RICHARD J PERMANTIER /SIGNED/ PERMANTIERR@RIA.ARMY.MIL (309)782-3430		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
<input type="checkbox"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>				<input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>35. Amount Verified Correct For</b>	
<b>32b. Signature Of Authorized Government Representative</b>		<b>32c. Date</b>		<b>36. Payment</b>		<b>37. Check Number</b>	
				<input type="checkbox"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>			
				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	
				<b>40. Paid By</b>			
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</b>		<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

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## SUPPLEMENTAL INFORMATION

TACOM-RI  
Blanket Purchase Agreement  
Federal Supply Schedule  
TDF Corporation

In the spirit of the Federal Acquisition Streamlining Act TACOM-RI and TDF Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial services from the General Services Administration (GSA) Federal Supply Schedule Contract GS-35F-0119K.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for services, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Pursuant to GSA Federal Supply Schedule Contract Number GS-35-F-0119K, Blanket Purchase Agreements, (BPA), the Contractor agrees to the following terms of a BPA exclusively with TACOM-RI:

1. This is a BPA for the purchase of Information Management Technology Services.
2. The effective period is from date of Contracting Officer signature through 25 December 2004, which may be extended contingent upon renewal of the GSA FSS Schedule. In the event of any degradation of quality of services, the Government may elect to cease placing orders against the BPA.
3. This BPA does not obligate any funds. The Government estimates, but does not guarantee that the volume of purchases through this agreement will be \$3,375,000.00. The Government is obligated only to the extent of orders placed against this BPA. Minimum order: none.
4. The prices for services to the Government shall be as low or lower than those charged to the supplier's most favored customer for comparable services under similar terms and conditions. Prices for labor categories are as listed in the scope of work paragraph 2.1.1. Prices shall not escalate and are not subject to upward adjustment during the term of the BPA. Prices for orders in excess of \$500,000.00 will be reviewed for possible price reduction.
5. Invoice periods on task orders will be no shorter than every two weeks.
6. Inspection and acceptance shall be at destination.
7. Scope of work dated 20 September 2002 is incorporated as attachment 001 to this BPA. It describes the general services to be ordered under this BPA. Specific taskings shall be as identified in each order. The primary order method under this BPA shall be as described in paragraph 6.0 and subparagraphs of the attached scope of work. All orders placed against this BPA are subject to the terms and conditions of the Federal Supply Schedule contract and the attached scope of work.
8. TACOM-RI is the only agency authorized to place orders under this BPA. The contracting officers, Mr. Howard J. Lewis and Mr. Richard J. Permantier are the only authorized individuals able to sign written orders against this BPA. This does not limit the contracting officers from later delegating ordering authority in writing.
9. Incorporation of clauses. This BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the full text is available for these clauses.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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FAR 52.203-3 Gratuities (Feb 2000)  
FAR 52.212-3 Offeror Representations and Certifications - Commercial Items - Alternate I,II  
FAR 52.212-4 Contract Terms and Conditions - Commercial Items  
FAR 52.212-5 Conditions Required to Implement Statutes or Executive Orders - Commercial Items  
FAR 52.219-21 Small Business Size Competitiveness Demonstration Program  
FAR 52.228-5 Insurance - Work on a Government Installation (Jan 1997)  
FAR 52.228-7 Insurance - Liability to Third Persons (Mar 1996)  
FAR 52.232-7 Payments Under Time and Materials and Labor Hour Contracts - Alternate II (Jan 1986)  
FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
FAR 52.243-3 Changes - Time and Materials and Labor Hour Contracts (Aug 1987)  
FAR 52.244-2 Subcontracts (Time and Materials and Labor Hour Contracts) (Apr 1985)  
FAR 52.245-5 Government Property - Alternate I  
FAR 52.246-6 Inspection - Time and Material and Labor Hour (Jan 1998)  
FAR 52.247-48 F.O.B. Destination Evidence of Shipment  
FAR 52.249-6 Termination (Cost Reimbursement) Alternate IV (Sep 1996)  
DFARS 252.201-7000 Contracting Officer Representative (Dec 1991)  
DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (Mar 1999)  
DFARS 252.204-7000 Disclosure of Information (Dec 1991)  
DFARS 252.204-7003 Control of Government Personnel Work Product (Apr 1992)  
DFARS 252.212-7001 Contract Terms and Conditions Required to Implement Statues or Executive Orders Applicable to Defense Acquisitions of Commercial Items  
DFARS 252.212-7000 Offeror Representations and Certifications - Commercial Items  
DFARS 252.227-7013 Identification and Assertion of Use, Release, or Disclosure Restrictions  
DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)  
DFARS 252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 1995)  
DFARS 252.227-7020 Rights in Special Works (Jun 1995)

Section K - Representations, Certifications, and other statements of offerors (must be filled in).

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Feb 1998)

(a) (1) The Standard Industrial Classification (SIC) Code for this acquisition is

(2) The Small Business Standard is 500

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_\_\_ is \_\_\_\_\_ is not a small business concern.

(2) (Complete only if offeror represents itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represents as part of its offer tha it \_\_\_\_\_ is \_\_\_\_\_ is not a small disadvantaged business concern.

(3) (Complete only if offeror represents itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_\_\_ is \_\_\_\_\_ is not a woman-owned business concern.

(c) Definitions. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small Disadvantaged Business Concern, as used in this provision, means a small business concern that (1) at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian Tribe or Native Hawaiian Organization,

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or a publically owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian Tribe, or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Woman Owned Small Business Concern, as used in this provision, means a small business concern--

(1) which at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and

(2) whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solocitation providing notice of the set aside contains restriction on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645 (D) any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to Section 8 (D) for a definition of program eligibility, shall--

- (i) be furnished by imposition of fine, imprisonment, or both,
- (ii) be subject to administrative remedies, including suspension and debarment, an
- (iii) be ineligible for participation in programs conducted under the authority of the Act.

End of Provision

**Exemption from Applications of Service Contract Act Provisions 52.222-48 (Oct 1995)**

a. The following certification shall be checked:

**Certification**

The offeror certifies ( )/ does not certify ( ) that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers, and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilized the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

b. If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

c. Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as requied in paragraph (b) of this clause may render the bid or offer nonresponsive.

End of Provision

**Required Insurance 52.228-4500 (Nov 1993)**

Pursuant to paragraph (a) of FAR Clause 52.228-5 entitled "Insurance - Work on a Government Installation", the contractor shall procure and maintain during the entire period of performance under this contract the following insurance:

TYPE	AMOUNTS
Workman's Compensation	As required by law
Employer's Liability	Minimum liability limit \$100,000.00

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Comprehensive General Liability

Minimum bodily injury limits, \$500,000.00 per occurrence.

Comprehensive Automobile Liability

Minimum liability of \$200,000.00 per person, \$5000,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SCOPE OF WORK	20-SEP-2002	020	