

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 14	
2. CONTRACT NO. D14PC00211			3. AWARD/ EFFECTIVE DATE 08/25/2014		4. ORDER NUMBER		5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Helen Watson		b. TELEPHONE NUMBER (No collect calls) 208-433-5024		6. SOLICITATION ISSUE DATE
9. ISSUED BY			CODE D41	10. THIS ACQUISITION IS		☐ UNRESTRICTED OR ☒ SET ASIDE 100.00 % FOR WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 488190 SIZE STANDARD: \$30.0	
Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706			☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE			12. DISCOUNT TERMS accp		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING
15. DELIVER TO			CODE	16. ADMINISTERED BY		CODE D41	
DOI Office of Aviation Services As specified in each task order				DOI, Interior Business Center, AQD Suite 200 Division 4/ Branch 1 300 East Mallard Drive Boise ID 83706			
17a. CONTRACTOR/ OFFEROR			CODE 0071355111	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE IPP INV
AVID LLC Attn: ATTN GOVERNMENT POC 120 NEWSOME DR STE A YORKTOWN VA 23692-5007					Invoice Processing Platform System US Department of Treasury http://www.ipp.gov		
TELEPHONE NO. 000-000-0000			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
	RADIO SYSTEMS AND INSTALLATION - for OAS fleet of Honeywell RQ-16C T-Hawk unmanned aircraft systems Indefinite Delivery, Indefinite Quantity (IDIQ) contract Orders for specific requirements will be placed using contract delivery orders - See Section C4, page 10. Period of Performance: 08/25/2014 to 08/24/2019 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$0.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED. ☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.						29. AWARD OF CONTRACT: 1 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)		31c. DATE SIGNED
Paul A. Gelhausen, Managing Member			Aug 26, 2014		Helen Watson		08/26/2014

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Radio Systems for Honeywell RRQ-16C T-Hawk Unmanned Aircraft Systems (UAS)				
00020	Installation of Radio Systems for Honeywell RRQ-16C T-Hawk Unmanned Aircraft Systems (UAS)				
	CUMULATIVE TOTAL OF DELIVERY ORDERS ISSUED MAY NOT EXCEED \$150,000.				
	The total amount of award: \$150,000.00. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

A1. REQUIREMENTS

A1.1 This solicitation is for a fixed price Indefinite Delivery, Indefinite Quantity (IDIQ) contract for purchase and installation of radios in unmanned aircraft systems (UASs) - Equal to the Microhard Systems, Inc. (manufacturer) systems. These radios will primarily be purchased for the US Department of the Interior (DOI) owned fleet of Honeywell RQ-16C T-Hawk unmanned aircraft systems.

A1.2 The Government's minimum quantity is for the purchase and installation of one system as shown in Line Item 00001.

A1.3 The contract period is five years from date of award.

A1.4 Per Federal Acquisition Regulations (FAR) clause 52.216-18 Ordering (Oct 1995), any items to be furnished under the resulting contract shall be ordered by issuance of delivery orders for each requirement.

A1.5 The Government makes no guarantee to order any quantity above the minimum stated above in paragraph A1.2.

SECTION A - REQUIREMENTS AND PRICES

A2. RADIO / INSTALLATION

0001 Radio / Installation – to be used in Honeywell RRQ-16C T-Hawk Unmanned Aircraft Systems (UAS) – Equal to radio manufactured by Microhard Systems, Inc.

A DELIVERY ORDER WILL BE ISSUED FOR ONE INSTALLED UNIT AFTER CONTRACT AWARD

If proposing alternate product, provide the name and part number for the alternate product and attach product literature that includes detailed specifications:

1.1	Radio price	<u>\$1,933.08</u>	X 1 ea = Total	<u>\$1,933.08</u>	Microhard Systems, Inc., Part iPn920 Radio System or equal
1.2	Installation	<u>\$3,547.98</u>	X 1 ea = Total	<u>\$3,547.98</u>	INSTALLATION Microhard Systems, Part iPn920 Radio System or equal
1.3	Radio price	<u>\$1,933.08</u>	X 1 ea = Total	<u>\$1,933.08</u>	Microhard Systems, Inc., Nano DDL Radio System, Part MHS113680 or equal
1.4	Installation	<u>\$3,547.98</u>	X 1 ea = Total	<u>\$3,547.98</u>	INSTALLATION Microhard Systems, Nano DDL Radio System, Part MHS113680 or equal
Delivery – Days ARO <u>45 days</u> Alternate Manufacturer(s):					Nano DDL not available, use * <u>Microhard iPn920</u>
Price offered expires <u>60 days</u> Alternate Part Number 1:					* _____
					Alternate Part Number 2: * _____

*If not proposing alternate, leave blank or enter "N/A"

NOTE: A "System" consists of two air vehicles and one ground control station.

During the contract period the Government may place additional orders in accordance with clause 52.216-18 Ordering (Oct 1995) in Section C of the contract. Any orders placed under the contract (other than the minimum quantity) will be priced based on the Contractor's actual cost plus the percentage markup identified below, not to exceed a published manufacturer's list price. Any orders placed under the contract (other than the minimum quantity) for installation will be priced at or below the offeror's current standard advertised rate. The Government may require Contractor to provide a copy of their actual cost (invoice) from the manufacturer. Shipping costs, if any, will be reimbursed based on actual costs.

For evaluation purposes for award, the Government will calculate the *Estimated Evaluated Price for Additional Quantities* in the table below by multiplying the *Estimated Cost* shown by the *(Cost-Plus) Percentage* and adding the mark-up value calculated to the *Estimated Cost* shown. These are estimates for offer evaluation purposes only and the Government makes no guarantee to procure any quantities above the minimum guarantee. If actual orders are placed for additional quantities, the award price will be calculated by adding percentage markup offered below to the current dealer price paid by the offeror to their supplier. Supplier prices used to calculate actual order prices may not exceed a published manufacturer list price. Installation prices may not exceed offeror's advertised rate at the time quotation is submitted.

SECTION A - REQUIREMENTS AND PRICES

0002 OPTIONAL QUANTITY PRICES – Information provided will be used for (1) Proposal Evaluation and (2) to compute price of any additional quantities ordered. If the Government places additional orders, Contractor will be asked for a quote for additional quantities required. The quotation price for any future optional quantities ordered will be computed by multiplying the offeror's cost paid to their supplier plus the mark-up percentage provided below. Estimated total cost in the table below is provided only as a basis to compute the evaluation price, not as an actual price for any anticipated purchases. Estimated "total cost" and "additional item" costs (yellow highlighted text) provided below will be used only for award evaluation, not for actual orders. See *example in the pricing table below.

Radio / Installation – to be used in Honeywell RRQ-16C T-Hawk Unmanned Aircraft Systems (UAS)

		<u>ACTUAL</u>		<u>FOR AWARD EVALUATION ONLY</u>	
<u>Requirement</u>	<u>Quantity</u>	<u>Mark-Up</u>	<u>Percentage</u>	<u>Estimated</u>	<u>(Parts)</u>
				<u>Total Cost</u>	<u>Additional Items</u>
*EXAMPLE - Part	11	5.00	%	\$22,000.00	\$ 23,100.00
2.1 Microhard Systems, Inc.,	11	6.00	%	\$22,000.00	\$ 23,320.00
2.2 Part iPn920 Radio System or equal	10	6.00	%	\$20,000.00	\$ 21,200.00
2.2 Microhard Systems, Inc., Nano DDL Radio System, Part MHS113680 or equal					
<u>Requirement</u>	<u>Quantity</u>			<u>(Job Rate)</u>	<u>(Installation)</u>
				<u>Total Cost</u>	<u>Additional Items</u>
2.3 Radio System Installation	11	\$		3,547.98	\$ 39,027.78
2.4 Microhard iPn920 Radio or equal	10	\$		3,547.98	\$ 35,479.80
2.4 Radio System Installation					
2.4 Microhard Nano DDL Radio MHS113680 or equal					

NOTE: Installation rates offered may not exceed offeror's rates advertised at the time quote is prepared.

0003 Radio / Installation – to be used in Honeywell RRQ-16C T-Hawk Unmanned Aircraft Systems (UAS)

If alternate, equal part number offered, enter manufacturer and part number: _____

0004 Price Evaluation

4.1	TOTAL EVALUATED PRICE FOR ITEMS 0002 (2.1, 2.2, 2.3, and 2.4)	\$ 119,027.58
4.2	TOTAL PRICE FOR ONE INSTALLED UNIT – LINE ITEM 0001	5,481.06
	TOTAL EVALUATED PRICE FOR AWARD	\$ 119,027.58

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B - GENERAL REQUIREMENTS

B1. Scope of Contract

B1.1 This contract provides for the Indefinite Delivery, Indefinite Quantity supply and installation of radios manufactured by Microhard Systems, Inc. or a brand-name equivalent for the Department of the Interior, Office of Aviation Services.

B1.1.1 The establishment of a good working relationship between the Contractor and the Government is essential to the success of this contract. The Contractor's employees' cooperation, professionalism, and positive attitude are required to establish the necessary relationship that must exist to successfully complete this contract.

B1.2 The radios required under this contract are for use on Government owned Honeywell RQ-16C T-Hawk Unmanned Aircraft Systems (UAS).

SECTION B – TECHNICAL SPECIFICATIONS

B2. Contractor Responsibilities

B2.1 Factory Authorized Distributor. The Contractor shall be a current factory authorized distributor for the brand of radios to be furnished.

B2.2 Point of Contact. The Contractor shall provide a primary (and an alternate if desired) contact person / customer service representative, assigned to this contract to provide consistent support. This person shall have solid knowledge and experience of the radios, components and appropriate manufacturer service support networks.

B2.3 Warranty Claims. The Contractor shall be required to represent the Government and process all warranty claims for radios purchased from this contract.

B3. Technical Requirements

New radios shall

- Meet the same specifications of the Microhard iPn920 or Nano DDL
- Provide the same functionality as the OEM RQ-16C radios.
- Must be capable of encrypting or otherwise securing the uplink and downlink signal.
- Offeror will be responsible for the work required to integrate the radios and test functionality within the RQ-16C system.
- Come with the necessary antenna for two way communication.
- Be designed to accommodate the safe field conditions as the OSM radios
- Transmit and receive on 902-928 MHz

SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

SOLICITATION AND CONTRACT CLAUSES

C1. Department of the Interior Clauses: The following Department of the Interior clauses and regulations apply to this procurement and are incorporated by reference with the same force and effect as if they were given in full text:

1. Department of the Interior Acquisition Regulation 1452.215-71, Title “Use and Disclosure of Proposal Information” April 1984. The full text of this clause may be accessed electronically at <http://www.doi.gov/pam/programs/acquisition/pamareg.cfm>.
- 2(a). Department of the Interior Acquisition Policy Release (DIAPR) 2011-04, Amendment 2, Subject: “Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP)” (September 2011). IPP website for vendor registration is <http://www.ipp.gov/>. **NOTE:** Contractor’s invoice shall be uploaded as an attachment to the electronic invoice generated in IPP.
- 2(b). Department of the Interior Acquisition Policy Release (DIAPR) 2012-11, Amendment 1, Subject: “Providing Accelerated Payment to Small Business Subcontractors” (52.232-9 Aug 2012) - DOI Class Deviation.
- 2(c). The full text of these clauses may be accessed electronically at <http://www.doi.gov/pam/programs/acquisition/diapr.cfm>.

C2. Federal Acquisition Regulation (FAR) 52.252-01 Solicitation Clauses Incorporated by Reference – Clauses are those in effect with *Federal Acquisition Circular (FAC 2005-56)*.

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>

- 52.204-7 Central Contractor Registration (Dec 2012);
- 52.204-13 Central Contractor Registration Maintenance (Dec 2012);
- 52.212-1 Instructions to Offerors—Commercial Items (Feb 2012) - See section D for more information;
- 52.212-2 Evaluation—Commercial Items (Jan 1999)) - See section D for more information;
- 52.212-3 Offeror Representations and Certifications - Commercial Items (Dec 2012);
- 52.212-4 Contract Terms and Conditions—Commercial Items (FEB 2012);
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jan 2013) **NOTE: Applicable items listed below*
- 52.225-7 Waiver of Buy American Act for Civil Aircraft and Related Articles (Mar 2012)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Dec 2012)

*The following Contracting Officer check items listed in 52.212-05 are applicable:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

NOTE: Because full text of the FAR clause is not included, only applicable Contracting Officer check items are included herein. Paragraph numbering from the full text of the clause has been retained for ease of reference.

- ✓ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ✓ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ✓ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- ✓ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ✓ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ✓ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ✓ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ✓ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- ✓ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ✓ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ✓ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ✓ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ✓ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

SUPPLEMENT TO CONTRACT TERMS AND CONDITIONS

C3. Contract Period and Funding

C3.1 Contract Period

The contract period is five years from date of award.

C3.2 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.
- (d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

C3.3 Availability of Funds (52.232-18, APR 1984)

Funds are not presently available for this contract. The Government’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C4. Ordering (52.216-18, 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 herein. Such orders may be issued from date of award through the contract period.
- (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.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

C5. Order Limitations (52.216-19, Oct 1995).

Minimum Order: The Government guarantees to purchase a minimum of one installed system that includes one antenna, two UAV and one GCS radio per system.

Maximum order. The contractor is not obligated to honor any single or combination of orders that would require delivery of more than five installed systems within overlapping delivery periods. Notwithstanding this limitation, the contractor shall honor any such order (or orders) exceeding these maximum order limitations unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the contractor's intent not to deliver the items called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C6. Indefinite Quantity (52.216-22, Oct 1995).

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in paragraph C3.1.

(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 listed 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. Most deliveries will be made to Anchorage, Alaska.

(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 6 years from date of contract award.

C7. Authority of Government Representatives

C7.1 Authorities and Delegations (DIAR 1452.201-70, SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

C7.2 Ordering Authorities

Warranted Contracting Officers from the Interior Business Center, in support of Office of Aviation Services, are the only officials authorized to place orders under this contract.

C8. Manufacturer Rebates and Offers

Any manufacturer promotional offers or rebates offered to the Contractor will be passed on to the Government.

C9. Brand Name or Equal (52.211-6 Aug 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

C10. Place of Manufacture (52.225-18, Sept 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☒ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States. *NOTE: Space for Offeror to provide this information is located in Section E.*

AVID LLC Proposal to DOI Solicitation D14PS00633



Submitted by: Randy Simpson
Chief Operating Officer
AVID LLC
120 Newsome Drive
Suite A
Yorktown, VA 23692
(757) 886-2611 (Office)
(540) 961-0067 (Office)
(757) 886-2615 (FAX)
rsimpson@avidaerospace.com



Submitted to: Helen Watson
Department of the Interior
Solicitation D14PS0063
Office of Aviation Services
300 E. Mallard Drive, STE 200
Boise, Idaho 83706-3991
Helen.Watson@ibc.doi.gov

Tax ID: 06-1637406
DUNS: 95583501
CAGE: 3AVF1

August 21, 2014

This proposal is valid for 60 days.

E1. Requirements Questionnaire

OFFEROR NAME AVID LLC

MINIMUM REQUIREMENTS		
Authorized Distributor	Microhard Systems, Inc. (manufacturer) radios	X YES NO
	Manufacturer Name: N/A If Alternate Product Offered	YES NO
Customer Service Representative	B2.2 Primary Contact / Customer Service Rep	Randy Simpson AVID LLC 120 Newsome Drive, STE A Yorktown, VA 23692 (757) 886-2611 (Office) (540) 961-0067 (Office) UASSupport@avidaerospace.com
Warranty Claims	B2.3 Contractor will process all warranty claims for radios purchased from this contract and represent the Government if requested by the Government	X YES NO

Place of Manufacture (52.225-18, Sept 2006) - See paragraph C10:

For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) X In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

Government Website Registration Compliance – See paragraph D6:

X Offeror is registered with the System for Award Management (SAM) for Electronic Funds Transfer (<https://www.sam.gov/portal/public/SAM/>.)

DUNS Number 9558350

X The Offeror's Online Representations and Certifications (ORCA) are posted at the Government website (<https://www.sam.gov/portal/public/SAM/>). See Offeror Representations and Certifications - Commercial Items (FAR) 52.212-3

X The Offeror is registered with the U. S. Department of the Treasury's Invoice Processing Platform system (IPP). The IPP website registration address is: <https://www.ipp.gov>. (Vendors who do not currently have an IPP profile will not be allowed to register with IPP until after award of a contract that will be paid through IPP.)

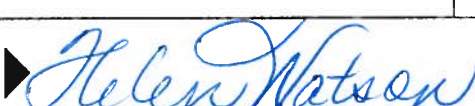
ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/26/2014		2. CONTRACT NO. (If any) D14PC00211		6. SHIP TO	
3. ORDER NO. D14PD01060		4. REQUISITION/REFERENCE NO. 0040168219		a. NAME OF CONSIGNEE DOI Office of Aviation Services	
5. ISSUING OFFICE (Address correspondence to) Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706				b. STREET ADDRESS 300 E Mallard Dr Ste 200	
				c. CITY Boise	d. STATE ID
				e. ZIP CODE 83706-3991	
7. TO: ATTN GOVERNMENT POC				f. SHIP VIA	
a. NAME OF CONTRACTOR AVID LLC				8. TYPE OF ORDER	
b. COMPANY NAME				☐ a. PURCHASE ☒ b. DELIVERY	
c. STREET ADDRESS 120 NEWSOME DR STE A				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY YORKTOWN		e. STATE VA	f. ZIP CODE 23692-5007		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2014	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS ACCP	
17. SCHEDULE (See reverse for Rejections)					
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Install radio system in Honeywell RRQ-16C T-Hawk Unmanned Aircraft Systems (UAS) - System Kit#16, Serial# 1011129 Continued ...				
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Invoice Processing Platform System				\$5,481.06	
b. STREET ADDRESS (or P.O. Box) US Department of Treasury http://www.ipp.gov					
c. CITY				d. STATE	e. ZIP CODE
				\$5,481.06	
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Helen Watson TITLE: CONTRACTING/ORDERING OFFICER	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
08/26/2014

CONTRACT NO.
D14PC00211

ORDER NO.
D14PD01060

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: DOI, Interior Business Center, AQD Suite 200 Division 4/ Branch 1 300 East Mallard Drive Boise ID 83706 Accounting Info: Period of Performance: 08/26/2014 to 09/30/2014					
00010	PART iPn920 Radio System for T-Hawk UAS				1,933.08	
00020	INSTALL iPn920 Radio System on T-Hawk UAS				3,547.98	
	C5 Order Limitation - This order satisfies the contract minimum guarantee The total amount of award: \$5,481.06. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$5,481.06