

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO. BAF8L34PM02263	PAGE 1 OF 4
2. CONTRACT NO. W91B4N-08-M-1591	3. AWARD/EFFECTIVE DATE See Block 31c	4. ORDER NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL ▶		a. NAME Ms (b)(6), (b)(3) YA-3	b. (b)(6), (b)(2), (b)(3)	8. OFFER DUE DATE/LOCAL	
9. ISSUED BY US ARMY BAGRAM AB AFG BAGRAM JOINT CONTRACTING CELL BLDG 90 BAGRAM AB, AFG APO AE 09354 Attn: Ms. (b)(6), (b)(3)		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 STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (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 NET 30	
15. DELIVER TO SEE BLOCK 9		16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR Rapiscan Systems Corporate Headquarters 2805 Columbia Street Torrence, CA 90503 USA Phone 571-480-3854		18a. PAYMENT WILL BE MADE BY DFAS-Rome Attn: Vendor Pay (b)(6) 325 Brooks Road (b)(2)			
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule Estimated Delivery is due to Bagram NLT 1 Nov 08				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
(b)(2)High				\$327,209.98	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> 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 HEREIN.			29. AWARD OF CONTRACT: REFERENCE 08-3979 Rev 1 RFQ DATED 7-30-08 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input checked="" type="checkbox"/>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(3)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b)(3), (b)(6) YA-3, US Army		31c. DATE SIGNED 26 Aug 08
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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38.S/R ACCOUNT NO.	39.S/R VOUCHER NO.	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

**PART B SCHEDULE
CONTINUATION OF SF1449**

Item No.	Description	QTY	Unit of Issue	Unit Price	Total Price
0001	See Attached Quote	1	Lot	\$327,209.98	\$327,209.98
				TOTAL	\$327,209.98

CLAUSES

Clauses Incorporated by Reference

52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.212-4	Contract Terms and Conditions—Commercial Items	SEP 2005
52.213-1	Fast Payment Procedures	NOV 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.209-7001	Disclosure of Ownership or Control by the Government Of a terrorist country	OCT 2006
252.222-7002	Compliance with Local Labor Laws (overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.246-7000	Material Inspection and Receiving Report	MAR 2003
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled By the Govt of a Terrorist Country	DEC 2006
252.247-7023	Transportation of Supplies by Sea	MAY 2002

Clauses

52.252-2 -- Clauses Incorporated by Reference

As prescribed in [52.107\(b\)](#), insert the following clause:

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/these address(es): <http://farsite.hill.af.mil/vffara.htm>

PACKAGING AND SHIPPING INSTRUCTIONS

ALL ITEMS SHALL BE PROPERLY PACKAGED TO AVOID DAMAGE DURING TRANSPORTATION; EXTRA CARE IN PACKAGING SHALL BE TAKEN TO PREVENT FRAGILE ITEMS FROM BREAKING.

ALL ITEMS SHIPPED SHALL BE MARKED FOR FINAL DELIVERY TO:

BAGRAM JOINT G CELL

ATTN: Ms (b)(3), (b)(6) &

BAGRAM AF, AFG

APO AE, 09354

CONTRACT: W91B4N-08-M-1591

IMPORTANT

PROOF OF DELIVERY

Performance on the part of the contractor shall not be considered complete until proof of delivery to Bagram AB, APO AE 09354 is received. Prior to approval, the contractor shall provide the following to the issuing office:

1. A delivery receipt must contain at a minimum the contract number, the date of delivery, the signature and legibly printed/typed name of the government official signing for the shipment, and reliable contact information for that individual signing for the shipment. If the identity of the signer and/or the legitimacy of the receiving point official cannot be verified then performance on this contract shall be considered incomplete.
2. If the delivery receipt provided above does not contain a complete contract line item inventory then an additional signed/certified document indicating the contents of the shipment by contract line item shall be provided to the contracting officer. The delivery receipt must reasonably indicate that the shipment and containers signed for at the delivery point contains the contract line items listed in the additional documentation.
3. The performance on the part of the contractor shall not be considered complete until all items are received and accepted at the final destination indicated in Block 9 of this contract.
4. If items are shipped via USPS, DHL, FEDEX or UPS, it is the **SOLE RESPONSIBILITY OF THE CONTRACTOR** to provide proof of delivery to the Contracting Office.

NOTE: The United States Postal Service (USPS) is considered a government entity and proof of delivery can be achieved upon authentication by any USPS official. DHL, FEDEX and UPS are considered private entities. Proof of Delivery using these private companies should come in the form of a signed receipt of a courier from this contracting office after acceptance.

INVOICE AND PAYMENTS

- 1 Submit invoices to the organization in Block 18 of the SF1449.
- 2 Payment in U.S. Dollars

Payment by the US government may be made in any of the following:

(1) Electronic Fund Transfer (EFT).

As required below, the contactor will establish an account at a local national bank which can receive an EFT from the US government. The contractor will provide to the Contracting Officer prior to the award of the contract, account routing information to facilitate payment in any of the above mentioned formats.

_____ Proof of account routing information IS required.

 X Proof of account routing information IS NOT required.

d. Partial payments are not **authorized**.

(End of Contract)

W91B4N-08-M-1591 Attachment #1



Corporate Headquarters
 2805 Columbia Street
 Torrance, California 90503 USA
 Telephone +1 310-978-1457
 Facsimile +1 310-349-2491

Customer: US Army
 Contact: (b)(3), (b)(6)
 Address: 382ND Military Police DET
 Bagram Airfield

Date: 7/30/2008
 Quote: 08-3979
 Rev 1

Telephone:
 End User: Email: (b)(2), (b)(3), (b)(6)

Item No.	Quantity	Part	Description	Unit Price	Extended Price
1	2	RAP 626XR	Rapiscan Systems 622XR X-Ray baggage and Parcel Screening System	\$32,219.85	\$64,439.70
2	2	Secure 1000	Secure 1000 Personnel Scanner	\$101,959.00	
			Crystal Clear Image (Secure 1000)	\$8,800.00	
			Secure 1000 Console (Secure 1000)	\$3,172.28	
		5610577	UPS - 230V (Secure 1000)	\$900.00	
			Accessory Box (Secure 1000)	\$105.00	
			200Ft Cable (Secure 1000)	\$1,100.00	
			Secure 1000 Total	\$116,036.28	\$232,072.56
3	2		Export Airfreight Crating Charges Secure 1000	\$1,000.00	\$2,000.00
4	2		Shipping Secure 1000 to Dover AFB	\$3,000.00	\$6,000.00
5	2		Export Airfreight Crating Charges 626XR	\$1,200.00	\$2,400.00
6	2		Shipping 626XR to Dover AFB	\$1,948.86	\$3,897.72
7	4	MYD	Installation Labor (War Zone)	\$3,200.00	\$12,800.00
8	2	MYD	Travel Labor (Out side War Zone)	\$1,800.00	\$3,600.00
			Military to provide: Life support, force protection and Transportation		
			This assumes site is prepared and AC power ready for installation any delays which cause extra time in the war zone will be invoice at \$3,200.00 per day or any part thereof.		
			Warranty: Parts Only		
				TOTAL	\$327,209.98

Terms of Delivery: FOB Destination
 Terms of Payment: Net 30
 Shipping Date: 60 days
 Prepared by: (b)(6)
 Phone: (b)(6)
 Email: (b)(6)

Notes:
 Import Duties Not Included for International Shipments
 Quote Valid for 30 Days

Rapiscan Systems, Inc. is a U.S. company and is REQUIRED to comply with all applicable export control laws, including the Export Administration Regulations (EAR) International Traffic in Arms Regulations (ITAR) and policies administered by the U.S. Treasury Department. Therefore, Rapiscan's acceptance of any contract where there is an export or deemed export of its commodity or technology is expressly conditioned upon the receipt of all applicable export licenses and approval by the U.S. government.