

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 290		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N00039-16-R-0005		6. SOLICITATION ISSUE DATE 24-Nov-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOSEPH A GONZALES			b. TELEPHONE NUMBER (No Collect Calls) 619-221-7193		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 08 Jan 2016	
9. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127  TEL: FAX:		CODE N00039	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1000 NAICS: 334111			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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO NAVAL SURFACE WARFARE CENTER-PANAMA CITY VINH TRAN DEPLOYABLE JOINT COMMAND & CONTROL 110 VERNON AVENUE, BLDG 544 - DJC2 PANAMA CITY FL 32407 TEL: FAX:		CODE N61331	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR   TEL. FACILITY CODE		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 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	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 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>0</u> COPIES <input 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.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

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
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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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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 ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 FFP		64	Each		
	<p>Computing Platform</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-NX-1465S-12000</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-1 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002  FFP		256	Each		
	<p>License Pro</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-LIC-PRO- 1065S</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-2 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003  FFP		64	Each		
	<p>3YR Production Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-PRD-1065S- 3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-3 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004  FFP		512	Each		
	<p>3YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-4 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005  FFP		256	Each		
<p>3YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-5 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006  FFP		512	Each		
	<p>Cable, 3 Meter</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-C-CBI-3m- SFP+-SFP+</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-6 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007  FFP		64	Each		
<p>1YR Production Support                      (Brand Name or Equal)                      Brand Name MFR: Nutanix                      Part#: 422-S-PRD-1065S- 1yr                      ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS                      YEAR ONE OF ORDERING PERIOD                      Refer to Table B-7 of NOTE 1, Stepladder Pricing                      FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008  FFP		512	Each		
	<p>1YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-8 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009  FFP		256	Each		
	<p>1YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-9 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010  FFP		64	Each		
	<p>48 Port Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-12X48U-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-10 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011  FFP		64	Each		
	<p>Network Module</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: C3850-NM-8-10G</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-11 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012  FFP		4	Each		
<p>Small Form-Factor Pluggable Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-24S-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-12 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1013  FFP		8	Each		
	<p>3 Meter Stacking Cable</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: STACK-T1-3M</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-13 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1014  FFP		64	Each		
<p>Firewall Hard Ware &amp; Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Fortinet</p> <p>Part#: FG-60D-BDL-USG-950-36</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-14 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1015  FFP		64	Each		
	<p>Network Attached Storage Server 453U</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-453U-US</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-15 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1016  FFP		512	Each		
	<p>Red Network Attached Hard Drive(4TB)</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Western Digital</p> <p>Part#: WD40EFRX</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-16 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1017  FFP		64	Each		
<p>Rackmount Case, 5U, Green 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: T0001608</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-17 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1018  FFP		37	Each		
<p>Rackmount Case, 6U, Green 30"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00111239</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-18 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1019  FFP		64	Each		
	<p>Console/Terminal Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: B095-004-1E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-19 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1020  FFP		64	Each		
	<p>Networ Time Protocal GPS Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: NTP100-GPS-HS</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-20 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1021  FFP		64	Each		
<p>USB 2.0 Type B Feed Extension</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Cables to Go</p> <p>Part#: 28074</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-21 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1022  FFP		64	Each		
	<p>USB 2.0 A Male to B Male - 6ft</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Show me Cables</p> <p>Part#: 23-100-006</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-22 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1023  FFP		64	Each		
	<p>Rack Mount Kit</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: RM4</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-23 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1024  FFP		166	Each		
<p>Single-Phase Basic PDU</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: PDU1220</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-24 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1025  FFP		128	Each		
	<p>Network Attached Storage Server TS-253</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-253 Pro</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-25 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1026  FFP		239	Each		
	<p>24-port Shielded Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N254-024-SH</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-26 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1027  FFP		4	Each		
	<p>16-port Fiber Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N490-016-STST</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-27 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1028  FFP		2,688	Each		
<p>CABLE, CAT5E, 4-FOOT, BLUE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-BL-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-28 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1029  FFP		2,688	Each		
	<p>CABLE, CAT5E, 4-FOOT, GREEN</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-GN-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-29 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1030  FFP		2,688	Each		
	<p>CABLE, CAT5E, 4-FOOT, PURPLE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-PU-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-30 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1031  FFP		2,688	Each		
<p>CABLE, CAT5E, 4-FOOT, RED</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-RD-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-31 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1032  FFP		1	Each		
	<p>Rackmount Case, 6U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00112521</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-32 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1033  FFP		64	Each		
	<p>Rackmount Case, 3U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00110967</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR ONE OF ORDERING PERIOD</p> <p>Refer to Table B-33 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001  FFP		58	Each		
	<p>Computing Platform</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-NX-1465S- 12000</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-1 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002  FFP		232	Each		
	<p>License Pro</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-LIC-PRO- 1065S</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-2 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003  FFP		58	Each		
	<p>3YR Production Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-PRD-1065S- 3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-3 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004  FFP		464	Each		
	<p>3YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-4 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005  FFP		232	Each		
	<p>3YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-5 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006  FFP		464	Each		
	<p>Cable, 3 Meter</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-C-CBI-3m- SFP+-SFP+</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-6 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007  FFP		58	Each		
	<p>1YR Production Support                      (Brand Name or Equal)                      Brand Name MFR: Nutanix                      Part#: 422-S-PRD-1065S- 1yr                      ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS                      YEAR TWO OF ORDERING PERIOD                      Refer to Table B-7 of NOTE 1, Stepladder Pricing                      FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 FFP		464			
	<p>1YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-8 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009  FFP		232	Each		
<p>1YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-9 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010  FFP		58	Each		
	<p>48 Port Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-12X48U-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-10 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011  FFP		58	Each		
	<p>Network Module</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: C3850-NM-8-10G</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-11 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2012  FFP		12	Each		
<p>Small Form-Factor Pluggable Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-24S-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-12 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2013  FFP		24	Each		
	<p>3 Meter Stacking Cable</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: STACK-T1-3M</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-1 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2014  FFP		58	Each		
	<p>Firewall Hard Ware &amp; Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Fortinet</p> <p>Part#: FG-60D-BDL-USG-950-36</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-14 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2015  FFP		58	Each		
	<p>Network Attached Storage Server 453U</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-453U-US</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-15 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2016 FFP		464	Each		
	<p>Red Network Attached Hard Drive(4TB)</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Western Digital</p> <p>Part#: WD40EFRX</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-16 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2017  FFP		58	Each		
<p>Rackmount Case, 5U, Green 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: T0001608</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-17 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2018  FFP		31	Each		
<p>Rackmount Case, 6U, Green 30"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00111239</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-18 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2019 FFP		58	Each		
	<p>Console/Terminal Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: B095-004-1E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-19 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2020  FFP		58	Each		
<p>Networ Time Protocal GPS Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: NTP100-GPS-HS</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-20 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2021  FFP		58	Each		
	<p>USB 2.0 Type B Feed Extension</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Cables to Go</p> <p>Part#: 28074</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-21 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2022  FFP		58	Each		
	<p>USB 2.0 A Male to B Male - 6ft</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Show me Cables</p> <p>Part#: 23-100-006</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-22 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2023  FFP		58	Each		
	<p>Rack Mount Kit</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: RM4</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-23 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2024  FFP		150	Each		
	<p>Single-Phase Basic PDU</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: PDU1220</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-24 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2025  FFP		116	Each		
<p>Network Attached Storage Server TS-253</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-253 Pro</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-25 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2026  FFP		209	Each		
	<p>24-port Shielded Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N254-024-SH</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-26 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2027  FFP		12	Each		
	<p>16-port Fiber Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N490-016-STST</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-27 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2028  FFP		2,436	Each		
<p>CABLE, CAT5E, 4-FOOT, BLUE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-BL-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-28 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2029  FFP		2,436	Each		
	<p>CABLE, CAT5E, 4-FOOT, GREEN</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-GN-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-29 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2030  FFP		2,436	Each		
<p>CABLE, CAT5E, 4-FOOT, PURPLE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-PU-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-30 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2031  FFP		2,436	Each		
<p>CABLE, CAT5E, 4-FOOT, RED</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-RD-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-31 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2032  FFP		3	Each		
	<p>Rackmount Case, 6U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00112521</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-32 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2033  FFP		58	Each		
	<p>Rackmount Case, 3U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00110967</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR TWO OF ORDERING PERIOD</p> <p>Refer to Table B-33 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001  FFP		45	Each		
<p>Computing Platform</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-NX-1465S- 12000</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-1 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002  FFP		180	Each		
	<p>License Pro</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-LIC-PRO- 1065S</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-2 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003  FFP		45	Each		
	<p>3YR Production Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-PRD-1065S- 3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-3 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004  FFP		360	Each		
<p>3YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-4 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005  FFP		180	Each		
	<p>3YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-5 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006  FFP		360	Each		
	<p>Cable, 3 Meter</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-C-CBI-3m- SFP+-SFP+</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-6 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007  FFP		45	Each		
	<p>1YR Production Support                      (Brand Name or Equal)                      Brand Name MFR: Nutanix                      Part#: 422-S-PRD-1065S- 1yr                      ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS                      YEAR THREE OF ORDERING PERIOD                      Refer to Table B-7 of NOTE 1, Stepladder Pricing                      FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008 FFP		360			
	<p>1YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-8 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009  FFP		180	Each		
	<p>1YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-9 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010  FFP		45	Each		
	<p>48 Port Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-12X48U-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-10 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3011  FFP		45	Each		
	<p>Network Module</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: C3850-NM-8-10G</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-11 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3012  FFP		8	Each		
<p>Small Form-Factor Pluggable Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-24S-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-12 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3013  FFP		16	Each		
	<p>3 Meter Stacking Cable</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: STACK-T1-3M</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-13 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3014  FFP		45	Each		
	<p>Firewall Hard Ware &amp; Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Fortinet</p> <p>Part#: FG-60D-BDL-USG-950-36</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-14 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3015  FFP		45	Each		
	<p>Network Attached Storage Server 453U</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-453U-US</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-15 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3016  FFP		360	Each		
	<p>Red Network Attached Hard Drive(4TB)</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Western Digital</p> <p>Part#: WD40EFRX</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-16 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3017  FFP		45	Each		
<p>Rackmount Case, 5U, Green 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: T0001608</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-17 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3018  FFP		23	Each		
<p>Rackmount Case, 6U, Green 30"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00111239</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-18 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3019  FFP		45	Each		
<p>Console/Terminal Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: B095-004-1E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-19 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3020  FFP		45	Each		
<p>Networ Time Protocal GPS Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: NTP100-GPS-HS</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-20 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3021  FFP		45	Each		
	<p>USB 2.0 Type B Feed Extension</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Cables to Go</p> <p>Part#: 28074</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-21 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3022  FFP		45	Each		
	<p>USB 2.0 A Male to B Male - 6ft</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Show me Cables</p> <p>Part#: 23-100-006</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-22 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3023  FFP		45	Each		
	<p>Rack Mount Kit</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: RM4</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-23 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3024  FFP		115	Each		
	<p>Single-Phase Basic PDU</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: PDU1220</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-24 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3025  FFP		90	Each		
<p>Network Attached Storage Server TS-253</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-253 Pro</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-25 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3026  FFP		159	Each		
	<p>24-port Shielded Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N254-024-SH</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-26 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3027  FFP		8	Each		
	<p>16-port Fiber Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N490-016-STST</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-27 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3028  FFP		1,890	Each		
	<p>CABLE, CAT5E, 4-FOOT, BLUE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-BL-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-28 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3029  FFP		1,890	Each		
	<p>CABLE, CAT5E, 4-FOOT, GREEN</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-GN-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-29 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3030  FFP		1,890	Each		
<p>CABLE, CAT5E, 4-FOOT, PURPLE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-PU-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-30 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3031  FFP		1,890	Each		
	<p>CABLE, CAT5E, 4-FOOT, RED</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-RD-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-31 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3032  FFP		2	Each		
	<p>Rackmount Case, 6U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00112521</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-32 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3033  FFP		45	Each		
	<p>Rackmount Case, 3U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00110967</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR THREE OF ORDERING PERIOD</p> <p>Refer to Table B-33 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001  FFP		22	Each		
	<p>Computing Platform</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-NX-1465S- 12000</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-1 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002  FFP		88	Each		
	<p>License Pro</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-LIC-PRO- 1065S</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-2 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 FFP		22	Each		
	<p>3YR Production Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-PRD-1065S- 3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-3 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 FFP		176	Each		
<p>3YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-4 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005  FFP		88	Each		
	<p>3YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-5 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006  FFP		176	Each		
	<p>Cable, 3 Meter</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-C-CBI-3m- SFP+-SFP+</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-6 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 FFP		22	Each		
	<p>1YR Production Support                      (Brand Name or Equal)                      Brand Name MFR: Nutanix                      Part#: 422-S-PRD-1065S- 1yr                      ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS                      YEAR FOUR OF ORDERING PERIOD                      Refer to Table B-7 of NOTE 1, Stepladder Pricing                      FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008  FFP		176	Each		
	<p>1YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-8 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009 FFP		88	Each		
	<p>1YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-9 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010  FFP		22	Each		
	<p>48 Port Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-12X48U-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-10 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4011 FFP		22	Each		
	<p>Network Module</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: C3850-NM-8-10G</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-11 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4012  FFP		4	Each		
	<p>Small Form-Factor Pluggable Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-24S-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-12 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4013  FFP		8	Each		
	<p>3 Meter Stacking Cable</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: STACK-T1-3M</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-13 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4014  FFP		22	Each		
	<p>Firewall Hard Ware &amp; Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Fortinet</p> <p>Part#: FG-60D-BDL-USG-950-36</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-14 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4015  FFP		22	Each		
	<p>Network Attached Storage Server 453U</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-453U-US</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-15 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4016  FFP		176	Each		
	<p>Red Network Attached Hard Drive(4TB)</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Western Digital</p> <p>Part#: WD40EFRX</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-16 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4017  FFP		22	Each		
<p>Rackmount Case, 5U, Green 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: T0001608</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-17 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4018 FFP		11	Each		
	<p>Rackmount Case, 6U, Green 30"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00111239</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-18 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4019  FFP		22	Each		
<p>Console/Terminal Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: B095-004-1E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-19 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4020  FFP		22	Each		
	<p>Networ Time Protocal GPS Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: NTP100-GPS-HS</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-20 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4021  FFP		22	Each		
	<p>USB 2.0 Type B Feed Extension</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Cables to Go</p> <p>Part#: 28074</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-21 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4022  FFP		22	Each		
	<p>USB 2.0 A Male to B Male - 6ft</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Show me Cables</p> <p>Part#: 23-100-006</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-22 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4023  FFP		22	Each		
	<p>Rack Mount Kit</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: RM4</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-23 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4024  FFP		56	Each		
	<p>Single-Phase Basic PDU</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: PDU1220</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-24 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4025  FFP		44	Each		
	<p>Network Attached Storage Server TS-253</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-253 Pro</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-25 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4026  FFP		77	Each		
	<p>24-port Shielded Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N254-024-SH</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-26 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4027  FFP		4	Each		
	<p>16-port Fiber Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N490-016-STST</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-27 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4028  FFP		924	Each		
<p>CABLE, CAT5E, 4-FOOT, BLUE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-BL-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-28 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4029  FFP		924	Each		
<p>CABLE, CAT5E, 4-FOOT, GREEN</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-GN-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-29 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4030  FFP		924	Each		
<p>CABLE, CAT5E, 4-FOOT, PURPLE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu Tech</p> <p>Part#: SH-C5E-PU-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-30 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4031  FFP		924	Each		
<p>CABLE, CAT5E, 4-FOOT, RED</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-RD-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-31 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4032  FFP		1	Each		
	<p>Rackmount Case, 6U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00112521</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-32 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4033  FFP		22	Each		
<p>Rackmount Case, 3U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00110967</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FOUR OF ORDERING PERIOD</p> <p>Refer to Table B-33 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001  FFP		26	Each		
	<p>Computing Platform</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-NX-1465S- 12000</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-1 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002  FFP		104	Each		
	<p>License Pro</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-LIC-PRO- 1065S</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-2 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003  FFP		26	Each		
	<p>3YR Production Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-PRD-1065S- 3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-3 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004  FFP		208	Each		
<p>3YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-4 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005  FFP		104	Each		
<p>3YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-3yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-5 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006 FFP		208	Each		
	<p>Cable, 3 Meter</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-C-CBI-3m- SFP+-SFP+</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-6 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007  FFP		26	Each		
	<p>1YR Production Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-PRD-1065S- 1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-7 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5008  FFP		208	Each		
	<p>1YR Support for 2TB Hard Disk Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-HDD- 2TB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-8 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5009  FFP		104	Each		
<p>1YR Support for 480GB Solid State Drive</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Nutanix</p> <p>Part#: 422-S-NRDK-SSD- 480GB-1yr</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-9 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5010  FFP		26	Each		
	<p>48 Port Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-12X48U-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-10 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5011  FFP		26	Each		
	<p>Network Module</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: C3850-NM-8-10G</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-11 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5012  FFP		8	Each		
<p>Small Form-Factor Pluggable Switch</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: WS-C3850-24S-E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-12 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5013  FFP		16	Each		
	<p>3 Meter Stacking Cable</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: CISCO</p> <p>Part#: STACK-T1-3M</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-13 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5014  FFP		26	Each		
	<p>Firewall Hard Ware &amp; Support</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Fortinet</p> <p>Part#: FG-60D-BDL-USG-950-36</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-14 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5015  FFP		26	Each		
	<p>Network Attached Storage Server 453U</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-453U-US</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-15 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5016  FFP		208	Each		
	<p>Red Network Attached Hard Drive(4TB)</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Western Digital</p> <p>Part#: WD40EFRX</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-16 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5017  FFP		26	Each		
<p>Rackmount Case, 5U, Green 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: T0001608</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-17 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5018  FFP		13	Each		
	<p>Rackmount Case, 6U, Green 30"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00111239</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-18 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5019  FFP		26	Each		
	<p>Console/Terminal Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: B095-004-1E</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-19 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5020  FFP		26	Each		
<p>Networ Time Protocal GPS Server</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: NTP100-GPS-HS</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-20 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5021  FFP		26	Each		
	<p>USB 2.0 Type B Feed Extension</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Cables to Go</p> <p>Part#: 28074</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-21 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5022  FFP		26	Each		
	<p>USB 2.0 A Male to B Male - 6ft</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Show me Cables</p> <p>Part#: 23-100-006</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-22 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5023  FFP		26	Each		
	<p>Rack Mount Kit</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Masterclock</p> <p>Part#: RM4</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-23 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5024  FFP		67	Each		
	<p>Single-Phase Basic PDU</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: PDU1220</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-24 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5025 FFP		52	Each		
<p>Network Attached Storage Server TS-253</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: QNAP</p> <p>Part#: TS-253 Pro</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-25 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5026  FFP		91	Each		
	<p>24-port Shielded Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N254-024-SH</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-26 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5027  FFP		8	Each		
	<p>16-port Fiber Patch Panel</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: TrippLite</p> <p>Part#: N490-016-STST</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-27 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5028  FFP		1,092	Each		
	<p>CABLE, CAT5E, 4-FOOT, BLUE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-BL-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-28 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5029  FFP		1,092	Each		
	<p>CABLE, CAT5E, 4-FOOT, GREEN</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-GN-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-29 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5030  FFP		1,092	Each		
<p>CABLE, CAT5E, 4-FOOT, PURPLE</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-PU-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-30 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5031  FFP		1,092	Each		
<p>CABLE, CAT5E, 4-FOOT, RED</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: Accu-Tech</p> <p>Part#: SH-C5E-RD-04-CL</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-31 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5032  FFP		2	Each		
<p>Rackmount Case, 6U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00112521</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-32 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5033  FFP		26	Each		
<p>Rackmount Case, 3U, 40"</p> <p>(Brand Name or Equal)</p> <p>Brand Name MFR: ECS</p> <p>Part#: 00110967</p> <p>ITEM(S) TO BE DELIVERED WITH ALL APPLICABLE OPERATING MANUALS</p> <p>YEAR FIVE OF ORDERING PERIOD</p> <p>Refer to Table B-33 of NOTE 1, Stepladder Pricing</p> <p>FOB: Destination</p>					

NOTE 1

**STEPLADDER PRICING**

**TABLE B-1**

<b>CLIN X001- COMPUTING PLATFORM</b>
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>

<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51- ABOVE					

**TABLE B-2**

<b>CLIN X002- LICENSE PRO</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-50					
51-100					
101-150					
151-200					
201-ABOVE					

**TABLE B-3**

<b>CLIN X003- 3YR PRODUCTION SUPPORT</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					

11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-4**

<b>CLIN X004- 3YR SUPPORT 2TB HARD DISK DRIVE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-100					
101-200					
201-300					
301-400					
401-500					
501-ABOVE					

**TABLE B-5**

<b>CLIN X005- 3YR SUPPORT FOR 480 GB SOLID STATE DRIVE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-50					
51-100					
101-150					

151-200					
201-ABOVE					

**TABLE B-6**

<b>CLIN X006- CABLE, 3 METER</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-100					
101-200					
201-300					
301-400					
401-500					
501-ABOVE					

**TABLE B-7**

<b>CLIN X007- 1YR PRODUCTION SUPPORT</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-8**

<b>CLIN X008- 1YR SUPPORT 2TB HARD DISK DRIVE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-100					
101-200					
201-300					
301-400					
401-500					
501-ABOVE					

**TABLE B-9**

<b>CLIN X009- 1YR SUPPORT FOR 480 GB SOLID STATE DRIVE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-50					
51-100					
101-150					
151-200					
201-ABOVE					

**TABLE B-10**

<b>CLIN X010- 48 PORT SWITCH</b>
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<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-11**

<b>CLIN X011- NETWORK MODULE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-12**

<b>CLIN X012- SMALL FORM PLUGGABLE SWITCH</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>

1-3					
4-7					
8-ABOVE					

**TABLE B-13**

<b>CLIN X013- 3 METER STACKING CABLE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-3					
4-7					
8-ABOVE					

**TABLE B-14**

<b>CLIN X014- FIREWALL HARD WARE &amp; SUPPORT</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-15**

<b>CLIN X015- NETWORK ATTACHED STORAGE SERVER 453U</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-16**

<b>CLIN X016- RED NETWORK ATTACHED HARD DRIVE (4TB)</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-100					
101-200					
201-300					
301-400					
401-500					
501-ABOVE					

**TABLE B-17**

<b>CLIN X017- RACKMOUNT CASE , 5U, GREEN 40"</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					

<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-18**

<b>CLIN X018- RACKMOUNT CASE , 6U, GREEN 30"</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-5					
6-10					
11-15					
16-20					
21-25					
26-ABOVE					

**TABLE B-19**

<b>CLIN X019- CONSOLE/TERMINAL SERVER</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>

1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-20**

<b>CLIN X020- NETWORK TIME PROTOCOL GPS SERVER</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-21**

<b>CLIN X021- TYPE B FEED EXTENSION</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					

21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-22**

<b>CLIN X022- USB 2.0 A MALE TO B MALE – 6FT</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**TABLE B-23**

<b>CLIN X023- RACK MOUNT KIT</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					

41-50					
51-ABOVE					

**TABLE B-24**

<b>CLIN X024- SINGLE-PHASE BASIC PDU</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-50					
51-100					
101-150					
151-ABOVE					

**TABLE B-25**

<b>CLIN X025- NETWORK ATTACHED STORAGE SERVER TS-253</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-20					
21-40					
41-60					
61-80					
81-100					
101-ABOVE					

**TABLE B-26**

<b>CLIN X026- 24-PORT SHIELDED PATCH PANEL</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-50					
51-100					
101-150					
151-200					
201-ABOVE					

**TABLE B-27**

<b>CLIN X027- 16-PORT FIBER PATCH PANEL</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-3					
4-7					
8-ABOVE					

**TABLE B-28**

<b>CLIN X028- CABLE, CAT5E, 4-FT, BLUE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-500					
501-1000					
1001-1500					

1501-ABOVE					
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**TABLE B-29**

<b>CLIN X029- CABLE, CAT5E, 4-FT, GREEN</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-500					
501-1000					
1001-1500					
1501-ABOVE					

**TABLE B-30**

<b>CLIN X030- CABLE, CAT5E, 4-FT, PURPLE</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-500					
501-1000					
1001-1500					
1501-ABOVE					

**TABLE B-31**

<b>CLIN X031- CABLE, CAT5E, 4-FT, RED</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>

1-500					
501-1000					
1001-1500					
1501-ABOVE					

**TABLE B-32**

<b>CLIN X032- RACKMOUNT CASE, 6U, 40"</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-2					
2-ABOVE					

**TABLE B-33**

<b>CLIN X033- RACKMOUNT CASE , 3U, 40"</b>					
<b>FIRM FIXED PRICING PER ORDERING PERIOD</b>					
<b>ORDERING QTY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>
1-10					
11-20					
21-30					
31-40					
41-50					
51-ABOVE					

**\* Combined quantity buy adjustments for multiple delivery orders placed within a 30 day period.** For delivery orders placed under any CLIN(s) 1001 through 5033, all items ordered under a given CLIN within a period of ten

(10) working days will be treated as a single quantity buy, or “grouped together”, for the purpose of establishing a quantity price. For example, if one delivery order was placed for a quantity of 10 under CLIN 1001, then 10 days later a new delivery order was placed for a quantity of 5 under CLIN 1001, the unit pricing for both orders shall be based upon the unit price in Table B-1 for the total combined quantity of 15. A modification under the first Delivery Order will be processed to reflect the revised unit price.

STATEMENT OF WORK

Statement of Work

Contractor shall provide original, new, and Buy American and Balance of Payments Program – Basic (BAA) (Clause 252.225-7001) compliant products in accordance with the Schedule of Pricing and this contract. All products delivered under this contract shall be eligible for all manufacturer warranties and other ancillary services or options provided by the manufacturer.

For all Information and Communications Technology (ICT) products provided, which includes all categories of ubiquitous technology used for the gathering, storing, transmitting, retrieving, or processing of information (e.g., microelectronics, software, network components, etc.) including CLINs 1001, 1010, 1011, 1012, 1014, 1015, 1016, 1019, 1020, 1024, 1025, 1026, and 1027 (and corresponding CLINs in Ordering Year 2 through 5), the contractor shall provide a Certificate of Authenticity with each delivery. The contractor’s signed Certificate of Authenticity shall be attached to the invoice submitted through Wide Area Workflow (WAWF). The Certificate of Authenticity (contractor format) will certify that contractor has obtained all products from the Original Equipment Manufacturer (OEM) or OEM-authorized suppliers, to include Value Added Resellers (VAR) or through legal distribution channels only, in accordance with all applicable laws and policies at the time of purchase. . The contractor shall warrant that the products were received new and in their original box.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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5019	Destination	Government	Destination	Government
5020	Destination	Government	Destination	Government
5021	Destination	Government	Destination	Government
5022	Destination	Government	Destination	Government
5023	Destination	Government	Destination	Government
5024	Destination	Government	Destination	Government
5025	Destination	Government	Destination	Government
5026	Destination	Government	Destination	Government
5027	Destination	Government	Destination	Government
5028	Destination	Government	Destination	Government
5029	Destination	Government	Destination	Government
5030	Destination	Government	Destination	Government
5031	Destination	Government	Destination	Government
5032	Destination	Government	Destination	Government
5033	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1001	45 dys. ADC	64	NAVAL SURFACE WARFARE CENTER- PANAMA CITY VINH TRAN DEPLOYABLE JOINT COMMAND & CONTROL 110 VERNON AVENUE, BLDG 544 - DJC2 PANAMA CITY FL 32407 FOB: Destination	N61331
1002	45 dys. ADC	256	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1003	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1004	45 dys. ADC	512	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1005	45 dys. ADC	256	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

1006	45 dys. ADC	512	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1007	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1008	45 dys. ADC	512	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1009	45 dys. ADC	256	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1010	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1011	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1012	45 dys. ADC	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1013	45 dys. ADC	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1014	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1015	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1016	45 dys. ADC	512	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1017	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1018	45 dys. ADC	37	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1019	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1020	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1021	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

1022	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1023	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1024	45 dys. ADC	166	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1025	45 dys. ADC	128	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1026	45 dys. ADC	239	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1027	45 dys. ADC	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1028	45 dys. ADC	2,688	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1029	45 dys. ADC	2,688	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1030	45 dys. ADC	2,688	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1031	45 dys. ADC	2,688	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1032	45 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
1033	45 dys. ADC	64	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2001	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2002	45 dys. ADC	232	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2003	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2004	45 dys. ADC	464	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2005	45 dys. ADC	232	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

2006	45 dys. ADC	464	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2007	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2008	45 dys. ADC	464	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2009	45 dys. ADC	232	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2010	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2011	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2012	45 dys. ADC	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2013	45 dys. ADC	24	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2014	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2015	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2016	45 dys. ADC	464	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2017	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2018	45 dys. ADC	31	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2019	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2020	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2021	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

2022	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2023	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2024	45 dys. ADC	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2025	45 dys. ADC	116	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2026	45 dys. ADC	209	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2027	45 dys. ADC	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2028	45 dys. ADC	2,436	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2029	45 dys. ADC	2,436	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2030	45 dys. ADC	2,436	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2031	45 dys. ADC	2,436	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2032	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
2033	45 dys. ADC	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3001	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3002	45 dys. ADC	180	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3003	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3004	45 dys. ADC	360	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3005	45 dys. ADC	180	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

3006	45 dys. ADC	360	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3007	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3008	45 dys. ADC	360	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3009	45 dys. ADC	180	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3010	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3011	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3012	45 dys. ADC	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3013	45 dys. ADC	16	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3014	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3015	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3016	45 dys. ADC	360	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3017	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3018	45 dys. ADC	23	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3019	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3020	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3021	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

3022	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3023	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3024	45 dys. ADC	115	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3025	45 dys. ADC	90	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3026	45 dys. ADC	159	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3027	45 dys. ADC	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3028	45 dys. ADC	1,890	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3029	45 dys. ADC	1,890	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3030	45 dys. ADC	1,890	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3031	45 dys. ADC	1,890	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3032	45 dys. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
3033	45 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4001	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4002	45 dys. ADC	88	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4003	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4004	45 dys. ADC	176	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4005	45 dys. ADC	88	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

4006	45 dys. ADC	176	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4007	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4008	45 dys. ADC	176	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4009	45 dys. ADC	88	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4010	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4011	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4012	45 dys. ADC	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4013	45 dys. ADC	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4014	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4015	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4016	45 dys. ADC	176	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4017	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4018	45 dys. ADC	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4019	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4020	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4021	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

4022	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4023	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4024	45 dys. ADC	56	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4025	45 dys. ADC	44	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4026	45 dys. ADC	77	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4027	45 dys. ADC	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4028	45 dys. ADC	924	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4029	45 dys. ADC	924	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4030	45 dys. ADC	924	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4031	45 dys. ADC	924	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4032	45 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
4033	45 dys. ADC	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5001	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5002	45 dys. ADC	104	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5003	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5004	45 dys. ADC	208	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5005	45 dys. ADC	104	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

5006	45 dys. ADC	208	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5007	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5008	45 dys. ADC	208	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5009	45 dys. ADC	104	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5010	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5011	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5012	45 dys. ADC	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5013	45 dys. ADC	16	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5014	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5015	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5016	45 dys. ADC	208	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5017	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5018	45 dys. ADC	13	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5019	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5020	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5021	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

5022	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5023	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5024	45 dys. ADC	67	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5025	45 dys. ADC	52	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5026	45 dys. ADC	91	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5027	45 dys. ADC	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5028	45 dys. ADC	1,092	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5029	45 dys. ADC	1,092	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5030	45 dys. ADC	1,092	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5031	45 dys. ADC	1,092	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5032	45 dys. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331
5033	45 dys. ADC	26	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61331

## CLAUSES INCORPORATED BY REFERENCE

52.203-17	Contractor Employee Whistleblower Rights and Requirement	APR 2014
	To Inform Employees of Whistleblower Rights	
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-7	System for Award Management	JUL 2013

52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.246-15	Certificate of Conformance	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	AUG 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.227-7000	Non-estoppel	OCT 1966
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

## 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)

(a) Definition. As used in this clause--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp> (e) Additional guidance for maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

52.211-6 BRAND NAME OR EQUAL (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.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC

20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this

solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM

database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**52.212-1 ADDENDUM****INSTRUCTIONS TO OFFERORS**

In addition to the instructions contained in FAR 52.212-1, offerors shall provide additional information as described below:

**(a) Proposal Organization**

The offeror's proposal shall consist of Three (3) separate Volumes:

Volume I:	Technical Proposal
Volume II:	Price Proposal
Volume III:	Contract Documents

Proposals shall be submitted in accordance with "Submission of Electronic Proposals".

**(b) Proposal Format**

In addition to all other requirements of this solicitation, each offeror shall demonstrate its capability by means of a detailed written proposal in each of the areas indicated under 52.212-2, Evaluation – Commercial Items. **Proposals submitted for consideration for award must address the full scope of the solicitation. Proposals, which address only part of the solicitation, will be considered unacceptable.**

DO NOT INCLUDE PRICING INFORMATION IN ANY VOLUME OTHER THAN THE PRICE PROPOSAL. If pricing information is found in any other volume, the pricing information will be redacted from that volume prior to evaluation and, therefore, the redacted information will not be evaluated.

(c) **Proposal Content**

Each volume of the proposal shall be submitted in accordance with the provision “Submission of Electronic Proposals” to permit a detailed evaluation. Each section of information shall be labeled in accordance with the indexed format in paragraph (b) above. Proposals are to be neat, legible and orderly. Content is more important than quantity. Pages shall be numbered.

Responses to the requirements in each of the factors listed in 52.212-2 are necessary to enable the Government to evaluate the offeror’s understanding of, and capability to accomplish, the stated requirements. The offeror must provide sufficient detail to substantiate the validity of all stated claims. Proposals shall be submitted in accordance with the instructions contained herein. Non-conformance to the instructions may cause rejection of the proposal. An offeror’s proposal is presumed to represent their best efforts to respond to the solicitation. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Sufficient supporting information shall be provided to allow the Government to evaluate the offeror’s approach. Stating that the offeror understands and complies with this effort or paraphrasing the statements of the RFP is considered inadequate and unacceptable. Phrases such as: “Standard procedures will be employed” and “well known techniques will be used” are also considered inadequate. Elaborate artwork and expensive visual or other presentation aids are not necessary.

Proposals shall correlate directly and sequentially with the following specific proposal preparation instructions. Proposals shall be complete and self-sufficient, relate exactly to what is requested and proposed, and strictly adhere to the requirements of this solicitation. Use of documentation by reference, and not incorporated into the proposal, will not be allowed. Where cross-referencing is used, the volume, attachment, exhibit and paragraph numbers, as appropriate, shall be referenced.

TECHNICAL PROPOSAL (VOLUME I)
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**General Guidelines for Content**

Each offeror shall submit a written technical proposal to enable the Government to make a thorough evaluation and arrive at a sound determination as to whether or not the proposed equipment will meet the requirements of the Government. To this end, each technical proposal shall be so specific, detailed, and complete as to clearly and fully

demonstrate that the prospective contractor has a thorough understanding of the requirements and demonstrates how they propose to comply with the requirements of the specification.

Wherever relevant, the offeror is encouraged to use cross-references to the applicable sections of the proposal, rather than repeating that information in the several sections of this volume. Hypertext links shall be used in the electronic version. **No pricing information shall be included in the technical proposal.**

### **1. Brand Name or Equal**

The offeror shall provide the Manufacturer Name and Part Number for each proposed item (CLIN) as detailed in Attachment 1, Brand Name or Equal spreadsheet.

If offering an “equal” product the offeror shall comply with FAR 52.211-6. The Offeror shall also complete the Proposed Physical Characteristic column (Column D) with the “equal” characteristic proposed, and clearly state whether the proposed item meets, exceeds or does not meet the Threshold Physical Characteristic in Column E. Offeror shall submitted descriptive literature or product brochures that detail conformance to the salient characteristics.

### **2. Past Performance**

Offerors shall provide information for no more than three (3) previous Government contracts for efforts relevant to the requirements of this Request for Proposal. Relevant is defined as contracts supplying same or similar equipment that is listed in the Schedule of Pricing within this RFP. The contracts provided must have been performed within the last 5 years. If the Offeror has not had three (3) Government contracts within the last five (5) years, information on subcontracts and/or contracts performed by subcontractor and/or commercial contracts may be submitted instead.

This information shall **ONLY** be provided by the submission of Attachment 3 of the solicitation, “Reference Information Sheets” for each contract. Block 11 allows Offerors to provide a summary description of contract work, and shall not exceed two pages in length per contract. Offerors’ submissions should demonstrate work of a similar nature, scope, magnitude, complexity and difficulty to that under this solicitation. Offerors should elaborate the aspects of the contracts which are deemed relevant to the proposed effort and may include a discussion of significant achievements or explanation of past problems including efforts to identify and manage program risk. If there were differences between the past performance reference and what is being requested under this solicitation,

offeror shall detail the difference between the two. The Offeror shall note if the Past Performance information is located in the Contractor Performance Assessment Reporting System (CPARS) or the Past Performance Information Retrieval System (PPIRS) (as indicated on the Attachment 3, Reference Information Sheet).

(b) The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

*NOTE: Offerors shall provide the Past Performance Reference Information Sheet for each cited contract (as applicable).*

## PRICE PROPOSAL (VOLUME II)

### **1. Step Ladder Pricing**

Offerors shall provide firm fixed prices for all line items within the Step Ladder Pricing tables provided in the solicitation. Pricing shall be provided for each year within the five year ordering period.

### **2. Proposed Pricing**

For the purposes of the evaluation, the contractor shall populate the Attachment 2, Enclave Pricing Table. The price in the completed spreadsheet shall match that which the contractor priced in Step Ladder Pricing provided in the Schedule of Prices of the RFP for the corresponding quantities. The "Estimated Quantity" ("EST QTY") column reflects an estimate of what to the Government may acquire, over the life of this contract. The Government does not guarantee that it will actually place orders for the quantities and types of products listed below. The current estimate is provided for the contractor's information and the Government's use in evaluating proposals.

## CONTRACTS DOCUMENTS (VOLUME III)

## 1. Completed RFP

The offeror's proposal shall provide a completed RFP. The Offeror shall submit with its offer a signed copy of Standard Form 1449 with Blocks 17 and 30 fully completed. All Offerors are responsible for completing the Certifications and Representations on-line in accordance with FAR Clause 52.212-3, with the exception of the additional provisions set forth in solicitation which shall be submitted with the proposal.

## 2. Original Equipment Manufacturer (OEM) or OEM-Authorized Certification

The statement below applies to all Information and Communications Technology (ICT) products proposed, which includes all categories of ubiquitous technology used for the gathering, storing, transmitting, retrieving, or processing of information (e.g., microelectronics, software, network components, etc.) including CLINs 1001, 1010, 1011, 1012, 1014, 1015, 1016, 1019, 1020, 1024, 1025, 1026, and 1027 (and corresponding CLINs in Ordering Year 2 through 5)

To be considered for award, the offeror shall certify that the product being offered is an original, new, and Buy American and Balance of Payments Program – Basic (BAA)(Clause 252.225-7001) compliant, and that the subject products are eligible for all manufacturer warranties and other ancillary services or options provided by the manufacturer. Offeror shall further certify that its suppliers are the Original Equipment Manufacturer (OEM) or OEM-authorized, to include Value Added Resellers (VAR), to sell the products being proposed. Offerors are required to submit documentation with the offer identifying its supply chain for the product (including OEM or OEM-Authorized certification), and certifying that all products are new, BAA compliant, and in their original (Brand Name) packaging. By making an offer, the offeror also consents to, at a minimum, no cost cancellation of the non-compliant awarded items if, upon inspection after delivery, any products provided are not recognized or acknowledged by the manufacturer as new and original products that are eligible for warranties and all other ancillary services or options provided by the manufacturers or that the offeror was not authorized by the manufacturer to sell the product in the U.S., or that the product is in some manner not BAA compliant.

## 2. Commercial Software Licenses

Offers shall include a copy of the OEM (GOVERNMENT SPECIFIC) license agreement(s) with their submission of offer, for those OEMs for which they are proposing.

**ESTIMATED EFFECTIVE AWARD DATE**

For Bidding/Proposal purposes the estimated effective date of contract award is **April 2016**.

## **SUBMISSION OF ELECTRONIC PROPOSALS**

(a) Offerors shall submit their proposals electronically to SPAWAR Headquarters San Diego under the instructions contained in this provision. Offerors shall submit their signed proposals in Microsoft Office PC format. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the “Submitting a Proposal?” web page found in the SPAWAR E-CC. For information about “e-Proposal” submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>.

(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror’s name. E-Proposal files shall not contain classified data.

(c) The electronic submission governs for the purpose of the submission, modification and withdrawal of proposals coverage in the FAR 52.212-1 “Instructions to Offerors - Commercial Items” provision contained in the solicitation, and this paragraph (c) supplements that coverage. Proposals submitted electronically will be considered “late” unless the offeror completes the entire transmission of the proposal prior to the due date and time for receipt of proposals. **Proposal transmission must be completed by 12:00 PM (PDT), 24 December 2015.**

(End of Addendum)

**52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

--SEE 52.212-2 ADDENDUM BELOW--

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.212-2 ADDENDUM****52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a resulting contract from this solicitation to the technically acceptable offeror, conforming to the solicitation, offers the lowest evaluated price for all line items as detailed below. The Government intends to make a single IDIQ award for all CLINs. **Only those proposals that are completely “Technically Acceptable” will be eligible for a price analysis and award.** A rating of “Unacceptable” for either non-price sub factor will make the proposal ineligible for award of a contract.

**FACTOR 1: TECHNICAL ACCEPTIBILITY**

Subfactor 1: Brand Name or Equal

Subfactor 2: Past Performance

In evaluating proposals, the Government will assign a rating of Acceptable, Unacceptable or Neutral (Past performance only) to each requirement as identified in the RFP. Receiving an “unacceptable” rating in either Subfactor 1 or Subfactor 2 will render the entire proposal as “unacceptable” and it will be removed from further consideration for award of a contract. The adjectival ratings are defined below:

**a) “Acceptable”**

**Brand Name or Equal:** The Government will assess an item as “Acceptable” if the Government determines that the proposed “equal” items meet or exceed all Threshold Physical Characteristics, as stated in the table of Salient Characteristics contained in Attachment 1, Brand Name or Equal Spreadsheet, as well as all stated technical requirements within the RFP. An offer that proposes the brand name products listed in Attachment 1 will be assessed as “acceptable”. An acceptable offer shall meet all the contract requirements.

**Past performance:** The Government will assess past performance as “Acceptable” if the Government determines that the offeror’s performance of previously awarded relevant contract(s) met or exceeded contractual requirements. Performance on contracts either was consistently of high quality or exhibited a trend of becoming so. The offeror’s past performance record leads to a strong expectation of successful performance.

**b) “Unacceptable”**

**Brand Name or Equal:** The Government will assess an item as “Unacceptable” if the Government determines that the proposed “equal” items do not meet all the Threshold Physical Characteristics, as stated in the table of salient characteristics contained in Attachment 1, Brand Name or Equal Spreadsheet. An unacceptable proposal is one that fails to meet any single Threshold Physical Characteristics within the RFP. Proposals that fail to address any criteria will be considered unacceptable.

**Past performance:** The Government will assess past performance as “Unacceptable” if the Government determines that the offeror’s performance of previously awarded relevant contracts did not meet all or some contractual requirements. The assessed prior performance reflected some serious problems for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance on contracts was consistently of mediocre quality or exhibited a trend of becoming so. The offeror’s past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

c) **“Neutral” (Past Performance Only):** The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror’s past performance record. In this case, the offeror would be rated Neutral where Neutral is considered “Acceptable.”

**FACTOR 2: PRICE:**

Once a proposal has been determined to be “Acceptable,” award will be based on the Price Factor only.

The Government will conduct a price analysis on the firm-fixed-price CLINs in accordance with FAR 15.404-1 for the purpose of determining the reasonableness of the proposed price. The Government will determine the evaluated prices by multiplying the proposed unit price by the total quantity specified in Attachment 2. The total evaluated price will include all CLINs within the ordering period.

In addition to evaluating the prices proposed, the Government will evaluate the extent to which evidence of unbalanced pricing exists, either between CLINs or between different quantities within one CLIN. Offerors are advised that an offer that includes unbalanced pricing may be rejected. As defined at FAR 15.404, unbalanced pricing exists when, despite an acceptable total evaluated cost or price, the cost or price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

(End of Addendum)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily

business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity

owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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 size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is 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 whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to

the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have

been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and

other small businesses that are participating in the joint venture: \_\_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate

signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( \_\_\_ ) has, ( \_\_\_ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( \_\_\_ ) has, ( \_\_\_ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( \_\_\_ ) has developed and has on file, ( \_\_\_ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( \_\_\_ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( \_\_\_ ) are, ( \_\_\_ ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( \_\_\_ ) Have, ( \_\_\_ ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( \_\_\_ ) Are, ( \_\_\_ ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( \_\_\_ ) Have, ( \_\_\_ ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[  ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[  ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (  ) does (  ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ \_\_\_\_ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( \_\_\_\_ ) does ( \_\_\_\_ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

( \_\_\_ ) TIN has been applied for.

( \_\_\_ ) TIN is not required because:

( \_\_\_ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( \_\_\_ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_ ) Foreign government;

( \_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ \_\_\_\_ ] has or [ \_\_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name:

\_\_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[ \_\_\_ ] Yes or [ \_\_\_ ] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

—

Highest-level owner legal name:

—

(Do not use a ``doing business as" name)

(End of Provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. If repair/replacement or reperformance

will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
  - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
    - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C.

chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the

Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any

Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

\_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_X\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_X\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (OCT 2014) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_X\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_X\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

\_\_X\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_X\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_(42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(44) 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).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Firm Fixed-Price (FFP) Indefinite Delivery, Indefinite Quantity (IDIQ) Single Award Contract resulting from this solicitation.

(End of provision)

## 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 from 11 April 2016 through 10 April 2021.

CLIN 1001 through CLIN 1033 – 11 April 2016 through 10 April 2017

CLIN 2001 through CLIN 2033 – 11 April 2017 through 10 April 2018

CLIN 3001 through CLIN 3033 – 11 April 2018 through 10 April 2019

CLIN 4001 through CLIN 4033 – 11 April 2019 through 10 April 2020

CLIN 5001 through CLIN 5033 – 11 April 2020 through 10 April 2021

(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)

## 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 \$1,000.00, 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 \$100,000.00

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 3 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)

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 **10 April 2021**.

(End of clause)

#### 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that--

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that--

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a

subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either--

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

#### 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be--

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. .

(End of clause)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from SPAWAR, Attn: Kim Reidy , 4301 Pacific Highway, San Diego, CA 92110-3127

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth

elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be

ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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):

<http://acquisition.gov/far/>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

**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/these address(es):

<http://acquisition.gov/far/>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7996

**252.203-7996 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation.**

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235).

**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)**

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997

**252.203-7997 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements.**

Include the following clause in all solicitations and contracts, including solicitations and contracts for the acquisition of commercial items under FAR part 12, that will use funds made available by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235).

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL  
CONFIDENTIALITY AGREEMENTS  
(DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act,

2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

X (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete

as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA	.....	.....

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with	20	EA	.....	.....

	CPU, Keyboard and Mouse.		
0002.....	Monitor.....	20	EA .....

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(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g.,

Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

-----

Contract line, subline, or exhibit

line item No.	Item description
-----	-----
.....	.....
-----	-----

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

-----

Contract line, subline, or exhibit

line item No.	Item description
-----	-----
.....	.....
-----	-----

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information

technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph

(c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the

contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from 11 April 2016 through 10 April 2021.

(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)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N00039

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	To be Specified AT Time of Award
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	N61331
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	

Other DoDAAC(s)

-----  
(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

\_\_\_\_\_  
(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_  
(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.216-9209 APPOINTMENT OF ORDERING OFFICER(S) (DEC 1999)

(a) The contracting officer and/or his duly authorized representative at the following activity(ies) are designated as Ordering Officers:

Activiy: SPAWAR  
CODE: 2.0  
Address: 4301 Pacific Highway, San Diego CA, 92110-3127

(b) The above individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

(End of Clause)

#### 5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specification and fair and reasonable prices can be established at the outset.

(End of clause)

#### 5252.216-9216 PROCEDURES FOR ISSUING ORDERS (JUN 2009)

(a) *Ordering.* This is an IDIQ Contract for Commercial off the shelf (COTS) Equipment. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer or the representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures.* (1) Delivery or task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The estimated cost plus fixed fee or ceiling price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date

(2)(a) Pursuant to the clause at 52.216-18, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(b) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed \$3,000.00.

(c) *Modification of Delivery/Task Orders.* Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price.* The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders.* Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(End of clause)

#### 5252.216-9218 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$ \$1,000,000 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

(End of clause)

## L-343 CONTRACTOR RESPONSIBILITY (JUN 2002)

To aid in the determination of contractor responsibility, the following information is required:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If this solicitation includes provision L-325, "Past Performance Information," and if the offeror believes that the information provided thereunder adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

- (1) accounting procedures and controls.
- (2) organization.
- (3) production control procedures.
- (4) property control system.
- (5) quality assurance programs.
- (6) equipment and facilities relative to this effort.

(d) If any subcontracting, provide the following information:

- (1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
- (2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.

(3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.

(e) A list of credit references, including suppliers. Provide company name, point of contact, and telephone number.

(f) Any other additional information that will assist in a better or complete understanding of your firm and capabilities.

(End of provision)

CONTRACT ATTACHMENTS

Attachment No. 1 – Enclave Brand Name or Equal Spreadsheet

Attachment No. 2 – Enclave Pricing Table

Attachment No. 3 – Reference Information Sheets