

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 1300258556		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00039-12-R-0045	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHANE H DERBY		b. TELEPHONE NUMBER (No Collect Calls) 619-524-7181		6. SOLICITATION ISSUE DATE 17-May-2012	
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 type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1000 NAICS: 334112		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 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	
15. DELIVER TO SPAWAR SYSTEM CENTER PACIFIC TREY WEBB PH SUPPORT OFFICE NBVC VENTURA CO BLDG 507 507 PATTERSON RD PORT HUENEME CA 93043 TEL: (805) 982-2847 FAX:		CODE N66001		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE		FACILITY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
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 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				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>SEE SCHEDULE</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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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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>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001 FFP		267	Each		
	Printer HP LaserJet Enterprise 600 Printer P/N M602DN or Equivalent FOB: Destination PR Number: 1300258556				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002 FFP		267	Each		
	Printer Case Pelican Case P/N 1660 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003 FFP		427	Each		
	All in One HP Officejet Pro 8600 e-All-in-One P/N CM749A or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004 FFP		427	Each		
	All in One Case Pelican Case P/N 1660 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005 FFP		12	Each		
	Mobile Printer HP Officejet 100 Mobile Printer P/N CN551A or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006 FFP		12	Each		
	Mobile Printer Case Pelican Case P/N 1500 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007 FFP		29	Each		
	Printer HP Officejet Pro K8600 Color Printer P/N CB015A or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008 FFP		29	Each		
	Printer Case Pelican Case P/N 1690 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009 FFP		16	Each		
	Large Format Printer with Stand HP DesignJet 510 24" Large Format Printer with Stand P/Ns CH336A and Q1246B or Equivalent. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010 FFP		92	Each		
	100Base TX Switch Cisco Catalyst 3560V2-TS 100BaseTX Switch P/N 3560V2-24TS or Equivalent. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011 FFP		15	Each		
	Transceiver 3COM 100BASE-FX Dual-Mode SFP Transceiver P/N 3CSFP9-81 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012 FFP		118	Each		
	Fiber Optic Splice Cartridge Stran Technologies Fiber Optic Splice Cartridge P/N 900-0065 or Equivalent. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013 FFP		59	Each		
	Fiber Optic Cable Black Box Distribution Style Fiber Optic Cable 6 Core Plenum P/N EXP3006A-2000 (2,000 Feet in Length), or equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014 FFP		885	Each		
	Fiber Optic SC Connector 3M Crimplok Fiber Optic SC Connector P/N 6900 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015 FFP		354	Each		
	Fiber Optic ST Connector 3M Crimplok Fiber Optic ST Connector P/N 6901 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016 FFP		708	Each		
	Optical Fiber Splice 3M Fibrlok II Universal Optical Fiber Splice P/N 2529 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017 FFP		310	Each		
	IP Phone CISCO IP Phone P/N CP-7942G or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018 FFP		19	Each		
	Mobile VTC CIS Secure Computing Tactical Mobile VTC P/N DTD-FRC20 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019 FFP		10	Each		
	Surge Suppressor Tripp Lite Isobar 12 Outlet 120V Surge Suppressor P/N 145685 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020 FFP		213	Each		
	Uninterruptible Power Supply APC Smart-UPS 2200VA RM 3U 120V/230V In 120V Out Uninterruptible Power Supply P/N SU2200R3X167 or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021 FFP		10	Each		
	Broadband Global Area Network Terminal Thrane & Thrane Explorer 700 Broadband Global Area Network Terminal P/N TT-00-3720A or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0022 FFP		2	Each		
	Scanner Panasonic Scanner P/N KV-S1025C or Equivalent FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0023 FFP		115	Each		
	Laptop Case Pelican Laptop Case P/N 1495 or Equivalent FOB: Destination				

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001	POP 01-JUL-2012 TO 30-JUN-2013	N/A	SPAWAR SYSTEM CENTER PACIFIC TREY WEBB PH SUPPORT OFFICE NBVC VENTURA CO BLDG 507 507 PATTERSON RD PORT HUENEME CA 93043 (805) 982-2847 FOB: Destination	N66001
0002	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0003	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0004	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0005	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0006	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0007	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0008	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0009	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0010	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0011	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0012	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0013	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0014	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0015	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0016	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001

0017	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0018	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0019	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0020	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0021	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0022	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0023	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government

0023 Destination

Government Destination

Government

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012)

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

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

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (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. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (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 (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(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.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (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 (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)

____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

____ (ii) Alternate I (Jan 2004) of 52.225-3.

____ (iii) Alternate II (Jan 2004) of 52.225-3.

____ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

52.212-5 ADDENDUM

52.219-14, LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (**other than procurement from a nonmanufacturer of such supplies**). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* “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\(16\)](#).

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) *General.*

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (**other than acquisition from a nonmanufacturer of the supplies**), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in [19.101](#) of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in [19.102\(f\)](#) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

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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 01 July 2012 through 30 June 2013.

(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)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 30 September 2013.

(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 \$5,000, 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 the estimated value of this contract

(2) Any order for a combination of items in excess of the estimated value of this contract; or

(3) A series of orders from the same ordering office within 30 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 30days 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)

52.225-1 BUY AMERICAN ACT--SUPPLIES (FEB 2009)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ___ Alternate I (OCT 2011) of 252.225-7001.

(7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

- (9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) ____ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) ____ 252.225-7021, Trade Agreements (JANUARY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7021.
- (14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ____ Alternate III (OCT 2011) of 252.225-7036.
- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.211-7003 Item Identification and Valuation

JUN 2011

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this contract shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor “Quick Reference” Guides are located at the following web site:
http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N00039
Admin DODAAC	TBD
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	(805) 982-2847
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N00039
Acceptor Contact Information	(805) 982-2847

COR Contact Information	Charles (Trey) Webb
LPO Contact Information	N00039
DCAA Auditor DoDAAC **	N/A
Service Approver DoDAAC **	N/A
PAY DODAAC	TBD

* Select "Invoice and Receiving Report (Combo)" if billing for goods, or goods and incidental services together; or "Cost Voucher" for all cost-type, T&M, or Labor Hour
 ** Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Dave Chesnut	david.chesnut@navy.mil	(858) 537-0364	PCO
Shane Derby	shane.derby1@navy.mil	(619) 524-7181	Contract Specialist
Trey Webb	charles.i.webb@navy.mil	(805) 982-2847	Acceptor

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

(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 (<http://assist.daps.dla.mil>).

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

(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 (<http://assist.daps.dla.mil/wizard>);

(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 Central Contractor Registration (CCR) 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 CCR 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) Central Contractor Registration. 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 CCR 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 CCR 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 CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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

Proposal Format

A. Technical Proposal

1. Brand Name or Equal

If the Offeror proposes to deliver an end product other than the brand name product, the Offeror shall clearly demonstrate that the "equal" product meets the Government's minimum requirements, as stated in the table of salient performance characteristics contained herein. This section is not applicable and shall not be submitted if the Offeror proposes to deliver the brand name product.

2. Schedule

The Offeror shall state whether it can deliver all units within 30 days after date of delivery order.

B. Price Proposal

The Offeror shall complete the schedule of supplies stated herein, including firm-fixed-price unit prices and total amounts.

C. Standard Form 1449

The Offeror shall submit with its offer a signed copy of Standard Form 1449 with Blocks 17 and 30 fully completed.

CLAUSES INCORPORATED BY FULL TEXT

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

(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 --

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) 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

EVALUATION FACTORS FOR AWARD

The Government will award a contract based on the lowest price technically acceptable source selection process identified at FAR 15.101-2. A rating of "Unacceptable" for either non-price factor will make the proposal ineligible for award of a contract.

A. Non-Price Factors

1. Brand Name or Equal

The Government will evaluate whether the proposed “equal” product will meet the Government’s minimum requirements, as stated in the table of salient performance characteristics contained herein.

The Government will assess an “Acceptable” rating if the Government determines that the “equal” product meets the Government’s minimum requirements, as stated in the table of salient performance characteristics contained herein. *

The Government will assess an “Unacceptable” rating if the Government determines that the “equal” product does not meet all the Government’s minimum requirements, as stated in the table of salient performance characteristics contained herein. **

2. Schedule

The Government will evaluate whether the proposal clearly assents to the required delivery schedule contained herein.

The Government will assess an “Acceptable” rating if the Government determines that the proposal clearly assents to the required delivery schedule contained herein. *

The Government will assess an “Unacceptable” rating if the Government determines that the proposal clearly DOES NOT assent to the required delivery schedule contained herein. **

NOTE:

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

** Once a proposal has been determined to be “Unacceptable,” it will be removed from further consideration for award of a contract.

B. Price Factor

The Government will conduct a price analysis on the firm-fixed-price CLIN in accordance with FAR 15.404-1 for the purpose of determining the reasonableness of the proposed price.

The Government will determine the evaluated price by multiplying the proposed unit price by the total quantity specified.

SALIENT CHARACTERISTICS

TO BE CONSIDERED ACCEPTABLE FOR AWARD ALL "EQUAL" ITEMS MUST MEET THE FOLLOWING SALIENT PERFORMANCE CHARACTERISTICS OF THE BRAND NAME ITEMS

Item 0001 HP LaserJet Enterprise 600 Printer P/N M602DN

	Threshold	Amount
Print Speed, Black (Normal Quality Mode)	Minimum	52 ppm
First Page Out (Black)	Minimum	8.5 seconds
Print Resolution, Black	Minimum	1200 x 1200 dpi
Print Technology	Required	Laser
Monthly Duty Cycle	Minimum	225,000
Recommended Monthly Print Volume	Between	3,000 and 15,000 pages
Memory, Standard	Minimum	512 MB
Memory, Maximum	Minimum	1 GB
Processor Speed	Minimum	800 MHz
Print Language	Minimum	HP PCL 6, HP PCL 5e (HP PCL 5e driver available from the Web only), HP postscript level 3 emulation, native PDF printing (v 1.4)
Paper Trays, Minimum	Minimum	2
Paper Trays, Maximum	Maximum	6
Paper Handling Standard, Input	Minimum	100-sheet multipurpose tray 1, 500-sheet input tray 2, Automatic duplexer for two-sided printing
Paper Handling Optional, Input	Minimum	Optional 500-sheet input tray, optional Custom media cassette (for tray 2 position only), optional 1500-sheet High-capacity input tray (add up to 4 additional trays for up to 3600-sheet input capacity), optional 75-sheet envelope feeder
Paper Handling Standard, Output	Minimum	500-sheet output bin; 100-sheet rear output bin
Paper Handling Optional, Output	Minimum	Optional 500-sheet stacker, optional 500-sheet stapler-stacker, optional 500-sheet 5-bin mailbox
Duplex printing (printing on both sides of paper)	Required	Automatic (standard)

Media Size, Standard	Minimum	Multipurpose tray 1: letter, legal, executive, statement, 8.5 x 13 in, 3 x 5 in, 4 x 6 in, 5 x 7 in, 5 x 8 in, envelope (commercial No. 9, No. 10, Monarch), US postcard; Tray 2, optional 500-sheet input tray: letter, legal, executive, 8.5 x 13 in; optional 1500-sheet High-capacity input tray: letter, legal
Media Size, Custom	Minimum	Multipurpose tray 1: 3 x 5 to 8.5 x 14 in; Tray 2, optional 500-sheet input tray: 5.83 x 8.27 to 8.5 x 14 in; Optional Custom media cassette: 4.02 x 5.83 to 6.69 x 11.10 in
Media Types	Minimum	Paper (bond, color, letterhead, plain, preprinted, prepunched, recycled, rough, light); envelopes; labels; cardstock; transparencies; shelf edge labels; user-defined
Document Finishing	Required	Sheetfed
Connectivity, Standard	Required	1 Hi-Speed USB 2.0; 1 Gigabit Ethernet; 2 External Host USB (1 walk-up and 1 external accessible); 2 internal Host USB 2.0-like ports (for 3rd party connection); 1 Hi-Speed USB 2.0 HIP (for 3rd party connection)
Connectivity, Optional	Required	802.11b/g/n wireless LAN (Station mode), other networking accessories; HP Jetdirect 2700w USB Wireless Print Server (available in early 2012)
Media Weight		Multipurpose tray 1: 16 to 53 lb; Tray 2, optional 500-sheet input tray, optional Custom media cassette, optional 1500-sheet High-capacity input tray: 16 to 32 lb; Optional Envelope feeder: 20 to 28 lb; Duplexer: 16 to 32 lb
Dimensions (W x D x H)	Required	16.3 x 20 x 15.7 in
Weight	Maximum	57.8 lb

System Requirements	Minimum	Microsoft® Windows® 7, Windows Vista®, Windows XP® (SP2 or higher), Windows® Server 2003 (SP1 or higher), Windows® Server 2008, Windows® Server 2008 R2; 200 MB available hard disk space; operating system compatible hardware system requirements
Compatible Operating Systems	Minimum	Microsoft® Windows® 7, Windows Vista®, Windows XP® (SP2+), Windows® Server 2003 (SP1+), Windows® Server 2008 (all 32-bit and 64-bit), Windows® Server 2008 R2 (64-bit); Mac OS X v10.5, 10.6, 10.7; Citrix and Windows Terminal Services
Power Supply	Maximum	Input voltage: 100 to 127 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz); 220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz)
Power Consumption	Maximum	820 watts (Printing), 21 watts (Ready), 5.5 watts (Sleep), 1.0 watt (Auto-Off), 0.3 watts (Manual-Off)
Recommended Operating Temperature	Between	59 to 89.6°F
Compatible Print Cartridges	Required	HP90A and HP90X
Warranty	Minimum	One-year, next business day, on-site limited warranty
What is included		Printer; Right-angled power cord; Software and documentation on CD-ROM; HP Black LaserJet Toner cartridge (~10,000 pages); Automatic duplexer for two-sided printing; Getting Started Guide; Support flyer; HP ePrint flyer; Warranty Guide (where applicable)
Network Ready	Minimum	Standard (Build In Ethernet)

Item 0002 Pelican Case P/N 1660

	Threshold	Amount
Description		Pelican Case Photographic Equipment 1660
Foam	Required	Pick and Pluck

Wheels	Required	Wheels
Handle	Required	Push and Pull
Outside Dimensions	Required	31-1/2L X 22-7/8W X 18-7/8D
Inside Dimensions	Required	29-1/8L X 20-11/16W X 17-5/8D
Warranty	Required	Lifetime

Item 0003 HP Officejet Pro 8600 e-All-in-One P/N CM749A

	Threshold	Amount
All-in-one functions	Required	Print, Copy, Scan, Fax, Web
Multitasking	Required	Capability
Print Speed, Laser Comparable, Black	Minimum	18 ppm
Print Speed, Laser Comparable, Color	Minimum	13 ppm
Print Speed Black (Draft, Letter)	Minimum	32 ppm
Print Speed Color (Draft, Letter)	Minimum	32 ppm
Print Speed, Black (Normal Quality Mode)	Minimum	18 ppm
Print Speed, Color (Normal Quality Mode)	Minimum	13 ppm
First Page Out (Black)	Minimum	13 seconds
First Page Out (Color)	Minimum	14 seconds
Monthly Duty Cycle	Minimum	25,000 pages
Recommended Monthly Print Volume		250 - 1250 pages
Print Technology	Required	Thermal Inkjet
Print Resolution, Black	Minimum	1200 x 600 dpi
Print Resolution, Color	Minimum	Up to 4800 x 1200 optimized dpi on HP Advanced Photo paper, 1200 x 1200 input dpi
Paper Handling Optional, Input	Minimum	Optional 250-sheet input tray
Paper Handling Standard, Input	Minimum	250-sheet input tray
Paper Handling Optional, Output	Minimum	150-sheet output tray
Envelope Capacity	Minimum	Up to 30 envelopes
Duplex Printing (double sided)	Minimum	Automatic (standard)
Document Finishing	Required	Sheetfed
Media Size, Standard	Minimum	Tray 1: Letter, legal, statement, executive, 3 x 5 in, 4 x 6 in, 5 x 7 in, 5 x 8 in, 4 x 10 in, 4 x 11 in, 4 x 12 in, 8 x 10 in, envelopes (No. 10, Monarch, DL)
Media Weight, Recommended		16 to 28 lbs. (plain paper); 60 to 75 lbs. (photo); 20 to 24 lbs. (envelope); 90 to 110 lbs. (card)
Memory, Standard	Required	128 MB
Print Language, Standard	Required	HP PCL 3 GUI, HP PCL 3 Enhanced
Scanner Type	Required	Flatbed, ADF
Scanner Resolution, Optical	Minimum	4800 dpi

Bit Depth	Required	24-bit
Scan Size, Maximum (Flatbed)	Required	8.5 x 11.7 in
Scan Size, Maximum (ADF)	Required	8.5 x 14 in
Digital Sending Features	Required	Scan-to Folder; Fax Archive to Folder
Copy Speed, Black (Copies per Minute)	Minimum	32 cpm
Copy Speed, Color (Copies per Minute)	Minimum	32 cpm
Copy Resolution, Black	Minimum	1200 x 600 dpi
Copy Resolution, Color	Minimum	1200 x 600 dpi
Maximum Number of Copies	Minimum	99 Copies
Fax Transmission Speed (Seconds Per Page)	Maximum	4 Seconds Per Page
Fax Memory	Minimum	100 pages
Speed Dials, Maximum Number	Minimum	99 numbers
Redial	Required	Automatic
Fax Delayed Sending	Required	Fax Delayed Sending
Junk Fax Barrier	Required	Yes, Requires Caller ID
Fax Forwarding	Required	Forwarding
Faxing	Required	Color
Connectivity, Standard	Required	1 USB 2.0; 1 Ethernet; 1 Wireless 802.11b/g/n; 2 RJ-11 modem ports; memory card slots
Minimum System Requirements	Required	Microsoft® Windows® 7: 1 GHz 32-bit (x86) or 64-bit (x64) processor, 2 GB hard disk space, CD-ROM/DVD drive or Internet connection, USB port, Internet Explorer; Windows Vista®: 800 MHz 32-bit (x86) or 64-bit (x64) processor, 2 GB hard disk space, CD-ROM/DVD drive or Internet connection, USB port, Internet Explorer; Windows® XP (SP3)* or higher (32-bit only): any Intel® Pentium® II, Celeron® or compatible processor, 233 MHz or higher, 750 MB hard disk space, CD-ROM/DVD drive or Internet connection, USB port, Internet Explorer 6 or higher. *Supports 32-bit only. Mac OS X v 10.5 or v 10.6: PowerPC G4, G5 or Intel® Core™ Processor, 500 MB available hard disk space, CD-ROM/DVD drive or Internet

		connection, USB port; Linux
Compatible Operating Systems	Required	Microsoft® Windows® 7, Windows Vista®, Windows® XP (SP3)* or higher (32-bit only); *Supports 32-bit only; Mac OS X v 10.5, v 10.6 or v 10.7; Linux
Display	Minimum	2.65" (6.73 cm) CGD (color graphics), touchscreen
Memory Card Capability	Minimum	Memory Stick Duo, Memory Stick Pro Duo, MagicGate Memory Stick Duo; Memory Stick Micro (requires adapter, sold separately); Secure Digital (SD); Secure Digital High Capacity; miniSD, microSD, microSDHC (requires adapter, sold separately); MultimediaCard (MMC), Secure MultimediaCard; Reduced-Size MultimediaCard (RS-MMC), MMC Mobile, MMCmicro (requires adapter, sold separately)
Borderless Printing	Required	up to 8.5 x 11 in, 216 x 279 mm
Dimensions (W x D x H)	Required	19.4 x 18.1 x 11.8 in
Weight	Maximum	26.4 lbs.
Power Supply	Maximum	Input voltage: 100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz)
Power Consumption	Maximum	28 watts
Acoustic Pressure Emissions	Maximum	57 dB(A)
Acoustic Power Emissions	Maximum	6.4 B(A)

Recommended Operating Temperature	Between	59 to 90°F
Recommended Operating Humidity Range	Between	25 to 75% RH
Energy Star	Required	Qualified
Compatible Cartridges	Required	HP950, HP951
Included in Box	Required	HP Officejet Pro 8600 e-All-in-One Printer, automatic two-sided printing accessory; HP 950 Setup Black Officejet Ink Cartridge (~1000 pages); HP 951 Setup Cyan Officejet Ink Cartridge; HP 951 Setup Magenta Officejet Ink Cartridge; HP 951 Setup Yellow Officejet Ink Cartridge: composite yield (~700 pages); power cord; phone cord; setup poster; Getting Started Guide; CD-ROMs
Warranty	Required	One-year limited hardware warranty, 24-hour, 7 days a week Web support, business hour phone support within warranty period

Item 0004 Pelican Case P/N 1660

	Threshold	Amount
Description		Pelican Case Photographic Equipment 1660
Foam	Required	Pick and Pluck
Wheels	Required	Wheels
Handle	Required	Push and Pull
Outside Dimensions	Required	31-1/2L X 22-7/8W X 18-7/8D
Inside Dimensions	Required	29-1/8L X 20-11/16W X 17-5/8D
Warranty	Required	Lifetime

Item 0005 HP Officejet 100 Mobile Printer P/N CN551A

	Threshold	Amount
Description		Mobile printer with built-in Bluetooth wireless technology
Print Speed Black and White	Minimum	22 ppm
Print Speed Color	Minimum	18 ppm
Print Quality	Minimum	4800 x 1200 optimized dpi color 600 x 600 optimized dpi black and white
Two Sided Printing	Required	Manual allowed
Input Capacity (std/max)	Minimum	50 sheets / up to 50 sheets
Connectivity	Required	1 USB 2.0; 1PictBridge; 1

		Bluetooth
Compatible OS	Required	Microsoft® Windows® 7, Windows Vista® (x32 and x64), Windows® XP Professional x32, Windows® Server 2003, Windows® Server 2008; Mac OS X v 10.5 or higher, Windows Mobile® 5.0, 6.x for Pocket PC, Linux
Display	Required	4 front-panel buttons (Cancel, Power On/Off, Resume, Bluetooth On/Off); 5 LEDs (Battery charging, Black/color cartridges, Power On/Off, Bluetooth On/Off, Battery power level)
Memory (std/max)	Required	64 MB/64 MB
Paper Trays (std/max)	Required	1 papertray/1 papertray
Duty Cycle	Minimum	500 pages per month
Processor	Minimum	220 MHz
Media Size	Required	Letter, legal, statement, executive, envelopes (No. 10, Monarch), cards (3 x 5 in, 4 x 6 in, 5 x 8 in), photo (5 x 7 in, 4 x 6 in)
Cartridge Compatibility	Required	compatible with HP94, HP95, HP97, HP98, and HP99 cartridges
Warranty	Minimum	One-year limited hardware warranty backed by HP Customer Care, service and support; one-year technical phone support
Included in Box	Required	HP Officejet 100 Mobile Printer; HP 98 Black Print Cartridge; HP 95 Tri-Color Print Cartridge; Starter CD with printer drivers; User documentation; AC adapter; power cord; HP Lithium-ion battery
Dimensions (WxDxH)	Required	13.7x6.91x3.32 inches
Weight	Maximum	5.1 lbs without battery, 5.5 lbs with battery

	Threshold	Amount
Description		Pelican 1500 Case
Foam	Required	Pick and Pluck with convoluted lid foam
Ruggedization	Required	Watertight, crushproof and dust proof
Latches	Required	Easy open double throw
Seals	Required	O-ring
Wheels	Required	Wheels
Pressure Valve	Required	Automatic Pressure Equalization Valve
Handle	Required	Rubber over-molded handle
Hardware	Required	Stainless steel padlock protectors
Inside Dimensions	Required	16.75" x 11.18" x 6.12"
Warranty	Required	Lifetime

Item 0007 HP Officejet Pro K8600 Color Printer P/N CB015A

	Threshold	Amount
Print speed, black (draft quality)	Minimum	35 ppm
Print speed, black (laser quality)	Minimum	13 ppm
Print speed, color (draft quality)	Minimum	35 ppm
Print speed, color (laser quality)	Minimum	10 ppm
Monthly Duty Cycle	Minimum	6,250 pages
Processor	Minimum	192 MHz
Print quality, black	Minimum	1200 x 1200 dpi
Print quality, color	Minimum	4800 x 1200 optimized dpi color (on premium photo paper, 1200 x 1200 input dpi)
Ink types	Required	Pigment-based (black), Dye-based (colors, CMY)
Compatible Cartridges	Required	HP 88 (black, cyan, magenta, yellow)
Paper Tray(s), Standard	Required	1
Input Capacity, Standard	Minimum	250 sheets
Output Capacity	Minimum	150 sheets
Media Sizes, Standard	Required	Letter, legal, statement, executive, tabloid, super B, 8.5 x 13 in, envelopes (No. 10, Monarch), index cards
Media Types	Required	Paper (inkjet, photo, plain), envelopes, labels, cards (greeting, index), transparencies
Memory	Minimum	32MB

Print Language	Required	PCL 3, PCL GUI
Connectivity	Required	Hi-Speed USB port (compatible with 2.0 specifications)
Operating Humidity	Minimum	20-80% relative humidity
Non-Operating Humidity	Minimum	15-90% relative humidity
Power Consumption	Maximum	80 watts max / 30 watts active Energy Star qualified
Acoustic Power Emissions	Maximum	6.1 B(A) (printing at default mode); 6.4 B(A) (printing at 24 ppm)
Dimensions (W x D x H)	Required	24" x 16.54" x 8.78"
Weight	Maximum	27.1
Warranty	Minimum	One-year limited hardware warranty, standard exchange, 24 hours a day, 7 days a week Web support, standard phone support
Included in the box	Required	HP Officejet Pro K8600 Printer, HP 88 Officejet Ink Cartridges (1 each: black, cyan, magenta, yellow), software CD, setup and warranty poster, power cord, power supply

Item 0008 Pelican Case P/N 1690

	Threshold	Amount
Description		Pelican 1690 Case
Foam	Required	Three level Pick and Pluck with convoluted lid foam
Ruggedization	Required	Watertight, crushproof and dust proof
Latches	Required	Easy open double throw
Seals	Required	O-ring
Wheels	Required	4 polyurethane wheels with stainless steel bearings
Handle	Required	Retractable extension, large 2-person fold down handles
Pressure Valve	Required	Automatic Pressure Equalization Valve
Handle	Required	Rubber over-molded handle
Hardware	Required	Stainless steel padlock protectors
Inside Dimensions	Required	30.01" x 25.02" x 15.00"
Warranty	Required	Lifetime

Item 0009 HP DesignJet 510 24" Large Format Printer with Stand P/Ns CH336A and Q1246B

	Threshold	Amount
Black Print Resolution	Minimum	2400 x 1200 dpi

Color Print Resolution	Minimum	2400 x 1200 dpi
Printer Memory	Minimum	160 MB
Print Speed	Minimum	Line Drawings: 55 sec/page Color Images: 3.5 minutes/page
Recommended Volume	Required	Up to 50 D/A 1 per week
Ink Types	Required	Dye based (color), pigment based (black/white)
Ink Colors	Required	Cyan, Magenta, Yellow, Black
Line Accuracy	Required	+/- .2%
Print Length	Required	Unlimited (depending on media thickness)
Supported Paper Sizes	Minimum	ANSI A, B,C, D; Arch A, B, C, D Roll: 8.3 to 24-in wide sheets; 18 to 24-in rolls
Network Connectivity	Required	Network Capability
Weight	Maximum	85.3 pounds
Dimension	Required	49 inches x 19 inches x 14 inches
Supported OS	Minimum	Windows Vista(R); Windows XP Home; Windows XP Professional; Windows Server 2003; Windows 2000; Mac OS X v 10.3; Mac OS X v 10.4; Mac OS X v 10.5
Print Language	Required	HP-GL/2, HP-RTL, HP PCL 3 GUI
Energy Star	Required	Energy Star Qualified
Stand	Required	Plotter Stand with Media Bin
Warranty	Minimum	One-year, next business day, on-site warranty

Item 0010 Cisco Catalyst 3560V2-TS 100BaseTX Switch P/N 3560V2-24TS

	Threshold	Amount
Description		24 Ethernet 10/100 ports 2 Small Form-Factor Pluggable (SFP)-based Gigabit Ethernetport; 1 rack unit (RU)
Forwarding Bandwidth	Required	32 Gbps
Flash Memory	Minimum	32 MB
Max VLANs	Required	1K
VLANs ID	Required	4K
Switch Virtual Interfaces (SVIs)	Minimum	1000
Maximum Transmission Unit	Required	9000 bytes
Jumbo Frames	Required	9016 bytes
Port Status LEDs	Required	link integrity, disabled, activity, speed, full-duplex indicator

System Status LEDs	Required	System, RPS, link, status, link duplex, link speed
Dimensions (HxWxD)	Maximum	1.73" x 17.46" x 11.62"
Weight	Maximum	8.2 pounds
Operating Temperature Range	Minimum	Between 32F and 113F
Storage Temperature Range	Minimum	Between -13F and 158F
Operating Altitude	Required	up to 9,843 feet
Storage Altitude	Required	Up to 15,000 feet
Operating Relative Humidity Range	Minimum	10% - 85% non condensating
Storage Relative Humidity Range	Minimum	10%-85% non condensating
Mean Time Between Failure	Minimum	377,260 hours
Power Supply Rated	Required	60W and 205 BTU/hour
Measured 100% Throughput Power Consumption	Required	24W and 80 BTU/hour
Measured 5% Throughput Power Consumption	Required	22W or 72 BTU/hour
AC/DC Input Voltage	Required	100-240 VAC
DC Output Voltage	Required	plus 12V at 2A
Warranty	Minimum	Limited Lifetime Warranty

Item 0011 3COM 100BASE-FX Dual-Mode SFP Transceiver P/N 3CSFP9-81

	Threshold	Amount
Description		Transceiver that allows existing FX-based networks to link directly to Gigabit switches
Media Interface	Required	LC
Connector Type	Required	LC
Fiber Type	Required	Multi-Mode
Connectivity Speed	Required	100 Mb
Transmission Range	Minimum	2 km

Item 0012 Stran Technologies Fiber Optic Splice Cartridge P/N 900-0065

	Threshold	Amount
Optical Loss	Required	Singlemode 9/125: 0.01 dB Multimode 50, 62.5/125: 0.02 dB
Splice	Minimum	Standard 40mm splice
Length	Required	Overall splice enclosure length: 11"
Diameter	Maximum	Maximum splice enclosure diameter: 1"
Crush	Maximum	Maximum crush pressure: 600 lbs. / linear inch
Bend Radius	Maximum	Maximum bend radius: 2-3/8", 55 lbs. to maintain this radius

Cable Pull-Out Force	Required	>400 lbs.
Fluid Immersion	Required	30 feet of water / 15 psi for 24 hours
Mechanical Shock	Minimum	8 foot drop on concrete – 8 times
Operating Temperature Range	Minimum	-54°C to +85°C
Corrosion Resistance	Minimum	500 hours salt spray
Number of Splice Fibers	Required	Accommodates 1-8 spliced fibers
Mode Fiber Types	Required	Single and Multimode

Item 0013 Black Box Distribution Style Fiber Optic Cable 6 Core Plenum P/N EXP3006A-2000 (2,000 Feet in Length)

	Threshold	Amount
Description		Tight-buffered, Distribution-Style Fiber Optic Bulk Cut to Length Cable
Applications	Required	Gigabit Ethernet and 10-Gigabit Ethernet
Attenuation	Maximum	850nm: 3.5dB/km and 1300nm: 1.2dB/km
Bend Radius	Required	Installation: 3" Long-Term: 2"
Diameters	Required	62.5nm core, 125micron cladding, 900micron buffering
Distance	Minimum	Gigabit Ethernet: 850nm, 300m 1300nm, 550m 10-Gigabit Ethernet: 850nm, 32m
Outer Diameter	Maximum	.17" (Nominal)
Overfill Launch Bandwidth	Minimum	850nm: 200 MHz/km, 1300nm: 600MHz/km
Installation/Operating Temperature Range	Minimum	32F to 158F
Storage Temperature Range	Minimum	-40F to 167F
Tension	Minimum	Installation: 239 lbs., Long Term: 143 lbs.
Compliances	Minimum	TIA/EIA 568-A, GR-409-COR RoHS: 2002/95 EC C(ETL): 115304 TAA compliant
Weight	Maximum	26 lbs.
Warranty	Minimum	1 Year Warranty

Item 0014 3M Crimplok Fiber Optic SC Connector P/N 6900

	Threshold	Amount
Description		Insertion Loss (dB) Typical Field Mount (one mated pair) @ 1300 nm: <0.2 Reflection (dB) Typical Field Mount: -27 Connection Durability (dB) Change after 500

		matings: <0.2
Boot Material	Required	Thermoplastic Elastometer
Cable Tension Side Pull	Minimum	<0.5 dB increase at 3 lbs.
Cable Tension Straight Pull	Minimum	<0.5 dB increase at 11.24 lbs.
Cable Type	Required	Jacketed, 250/900 (mu)m
Connector Body Material	Required	Engineered Resin
Connector Durability	Minimum	<0.2 dB after 500 matings
Connector Ferrule Material	Required	Zirconia ceramic
Connector Housing Material	Required	Engineered resin
Connector Style	Required	Crimplok
Connector Type	Required	SC
EU RoHS Compliant	Required	Yes
Fiber Size	Required	125 (mu)m
Flame Retardant	Required	UL-94 V-0
Insertion Loss Typical	Maximum	>0.2 Decibel
Mode Type	Required	Multimode
Operating Temperature Range	Minimum	-10 to 60 Degree Celsius
Reflection	Required	-55 Decibel
Storage Temperature Range	Minimum	-40 to 85 Degree Celsius
Testing Specifications	Required	TIA

Item 0015 3M Crimplok Fiber Optic ST Connector P/N 6901

	Threshold	Amount
Description		Crimplok Multimode ST Field Mount Fiber Optic Connector
EU RoHS Compliant		Yes
Operating Temperature Range	Minimum	-10 to 60 degrees C

Item 0016 3M Fibrlok II Universal Optical Fiber Splice P/N 2529

	Threshold	Amount
Fiber Diameter	Required	125nm
Coating Diameter	Required	250nm or 900nm
Mean Insertion Loss	Maximum	< 0.1 dB
Reflectance	Maximum	< -35 dB from -40C to 80C < -60 dB typical room temperature
Tensile Strength	Minimum	4.4N (1.0 lbs.) minimum; 13.2N (>3.0 lbs.) typical
Material	Required	Engineering thermoplastics with aluminum alloy element; UL 94, V-0 rating
Operating Temperature Range	Minimum	-40C to 80C
Thermal Cycle	Maximum	Change in insertion loss <0.5 dB, -40C to 80C
Fungus Resistance	Required	ASTM G-21-70; rating 0
Vibration	Required	IEC 61300-2-1 (EIA standard FOTP-11; test condition 1)

Water Immersion	Minimum	Seven days at 43C; change in insertion loss less than or equal to .05dB; 21,000 hours with < 0.2 dB change
Extended High Humidity	Minimum	8,812 hours at 85C, 85% humidity with <.2dB change
Warranty	Minimum	One year, free from material and manufacturer defects

Item 0017 CISCO IP Phone P/N CP-7942G

	Threshold	Amount
Description		Unified IP Phone
Display	Minimum	5-inch (12.5 cm), high-resolution (320 x 222), graphical monochrome 4-bit grayscale display.
Wideband Audio	Required	Support for wideband (G.722 codec, adherence to TIA 920), including handset, headset, and speakerphone
Codec Support	Required	G.711a, G.711 μ , G.729a, G.729ab, G.722, and iLBC audio compression codecs are supported
Speakerphone	Required	Full-duplex speakerphone with acoustic echo cancellation
Speakerphone, Mute, and Headset Buttons	Required	Speakerphone includes Speaker On/Off, Microphone Mute, and Headset buttons that are lit when active. For added security, the audible dual tone multifrequency (DTMF) tones are masked when the speakerphone mode is used.
Ethernet Switch	Required	Internal 2-port Cisco Ethernet switch allows for a direct connection to a 10/100BASE-T Ethernet network through an RJ-45 interface with single LAN connectivity for both the phone and a colocated PC. System administrator can designate separate VLANs (802.1Q) for the PC and phone, providing improved security and reliability of voice and data traffic.
Headset Port	Required	Dedicated headset port eliminates the need for a separate headset amplifier and allows the handset to

		remain in its cradle, making headset use simpler. Both wideband (G.722) and narrowband headsets are supported.
Volume Control	Required	Provides easy decibel-level adjustments for the speakerphone, handset, headset, and ringer.
Adjustable Foot-Stand	Required	Stand is adjustable from flat to 60 degrees to provide optimum display viewing and comfortable use of all buttons and keys. The foot-stand is keyed to match standard wall-jack configurations for wall mounting.
Multiple Ring Tones	Required	More than 24 defined user-selectable ring tones are available.
Quality of Service (QoS) Options	Required	Supports differentiated services code point (DSCP) and 802.1Q/p standards.
Security	Required	Positive device identity through X.509v3 Certificates, digitally signed images, cryptographically secure provisioning, and secure signaling and secure media with AES-128. Cryptography is not enabled by default and may only be enabled through a cryptographically enabled CUCM. The phone also contains an 802.1X supplicant and supports EAPOL pass-through.
Language Support	Required	Built-in support for more than 30 languages (dependent on Cisco Unified Communications Manager version).
Configuration Options	Required	IP address assignment can be statically configured or configured through the DHCP client.
Dimensions (H x W x D)	Maximum	8.2 x 10.5 x 6 in. (20.32 x 26.67 x 15.24 cm)
Weight	Maximum	3.5 lbs. (1.6 kg)
Phone-Casing Composition	Preferred	Acrylonitrile butadiene styrene (ABS) plastic in textured dark gray color with silver bezel
Power	Required	Supports IEEE 802.3af PoE (Class 2). Also supports Cisco Prestandard

		Power over Ethernet (PoE), allowing powering from any of the Cisco Inline Power-capable blades and boxes, plus Cisco midspan. 48VDC is required; it can be supplied locally at the desktop using an optional AC-to-DC power supply (part number CP-PWR-CUBE-3=) or power injector (CP-PWR-INJ=). Local power options require a corresponding AC country cord (see Table 6).
Phone Software Requirements	Required	Supported in 8.3(2) and greater
Call Control Compatibility	Required	Supported in Cisco Unified Communications Manager Versions 4.1(3)sr5b, 4.2(3)sr2b, 4.3(1), 5.1.1(b), 5.1(2), 6.0(1) and greater Supported in Cisco Unified Communications Express and SRST Version 4.1
Signaling Protocols	Required	Skinnny Client Control Protocol (SCCP) and Session Initiation Protocol (SIP) with Cisco call control
Operating Temperature Range	Minimum	32 to 104°F (0 to 40°C)
Relative Humidity Range	Minimum	10 to 95% (noncondensing)
Storage Temperature Range	Minimum	14 to 140°F (-10 to 60°C)
Warranty	Minimum	One year Limited Hardware Warranty

Item 0018 CIS Secure Computing Tactical Mobile VTC P/N DTD-FRC20

	Threshold	Amount
Description		Executive Mobile Briefcase, Cisco C20- based tactical videoconferencing
Network Interface	Required	1 x LAN/Ethernet (RJ-45) 10/100/1000
Dual Stream	Required	H.239 (H.323) dual stream, BFCP (SIP) dual stream, support resolutions up to WXGA (1280x768)
Protocols	Required	H.323, SIP
Embedded Encryption	Required	H.323/SIP point-to-point, Standards-based H.235 v2 and v3 and AES, Automatic key generation and exchange, supported in dual

		stream
Performance Features	Required	Optimal definition up to 1080p30/720p60, H.323/SIP up to 6Mbps
Audio Standards	Required	G.711, G.722, G.722.1, 64 Bit MPEG4 AAC-LD
Audio Inputs	Required	1 x 3.5 mm Mic In, 1 x RCA
Video Inputs	Required	1 x VGA (for PC graphics input, H.239), 1 x HDMI for Camera
Audio Outputs	Required	1 x Line Out / Headset (L + R), 1 x RCA main audio
Video Outputs	Required	HDMI Monitor 1, HDMI Monitor 2
Operating Temperature Range	Minimum	Between 0C and 40C
Operating Humidity Range	Minimum	Between 15% and 85% non-condensing
Storage Temperature Range	Minimum	Between -20C and 60C
Storage Humidity Range	Minimum	Between 10% and 90% non-condensing
Case	Required	Ruggedized hardcase
Dimensions	Required	18.5" x 13" x 4.75"
Weight	Maximum	18 pounds
Power	Required	AC Voltage 1 00-240V, 50-60 Hz, 2.5A
Warranty	Minimum	One Year, Factory Return

Item 0019 Tripp Lite Isobar 12 Outlet 120V Surge Suppressor P/N 145685

	Threshold	Amount
Description		12 Outlet 120V Surge Suppressor
Certifications & Standards	Required	UL1449 (let through rating 330V) ; UL1283; cUL; IEEE 587 category A and B
Circuit Breaker	Required	15 A
Current	Required	15 A Line Current/60 kA Surge Current
Filtering	Required	EMI/RFI Filtering 40 to 80 dB
Plug/Connector Type	Required	NEMA 5-15P
Power Cord/Cable	Required	15 ft
Power Handling	Required	1.80 kVA
Power Switch	Required	Lighted Power Switch
Receptacles	Required	12 x NEMA 5-15R
Color	Required	Black
Form Factor	Required	1U Rack-mountable

Frequency	Required	50 Hzor 60 Hz
Input Voltage	Required	120 V AC
Output Voltage	Required	120 V AC
Product Type	Required	Surge Suppressor
Protection Type	Required	Full normal mode (H-N) and common mode (N-G / H-G) line surge suppression
Surge Energy Rating	Required	3.8 kJ
Dimension (DxHxL)	Required	4" x 1.8" x 17.5"
Weight	Maximum	4.60 lbs.
Warranty	Minimum	Lifetime with \$25,000 Ultimate Lifetime Insurance (USA & Canada Only) coverage

Item 0020 APC Smart-UPS 2200VA RM 3U 120V/230V In 120V Out Uninterruptable Power Supply P/N SU2200R3X167

	Threshold	Amount
Description		APC Global Deployment, 1600 Watts / 2200 VA, Input 120V, 230V / Output 120V , Interface Port DB-9 RS-232, SmartSlot , Rack Height 3U
Output Power Capacity	Required	1600 Watts / 2200 VA
Max Configurable Power	Required	1600 Watts / 2200 VA
Nominal Output Voltage	Required	120V
Output Voltage Distortion	Required	Less than 5% at full load
Output Frequency (sync to mains)	Required	47 - 53 Hz for 50 Hz nominal, 57 - 63 Hz for 60 Hz nominal
Waveform Type	Required	Sine wave
Output Connections	Required	(8) NEMA 5-15R
Nominal Input Voltage	Required	120V, 230V
Input Frequency	Required	50/60 Hz +/- 3 Hz (auto sensing)
Input Connections	Required	NEMA 5-20P
Cord Length	Required	6 feet/1.83 meters
Battery Type	Required	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leak-proof
Recharge Time	Maximum	3 hour(s)
Interface Port(s)	Required	DB-9 RS-232, SmartSlot
Available SmartSlot™ Interface Quantity	Required	1
Control panel	Required	LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : and Overload Indicators
Audible Alarm	Required	Alarm when on battery : distinctive low battery alarm : configurable delays

Surge energy rating	Required	480 Joules
Filtering	Required	Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449
Dimensions (HxWxD)	Maximum	5.2" x 19" x 25"/132.00 mm x 483.00 mm x 635.00 mm
Rack Height	Required	3U
Net Weight	Maximum	103.22 lbs./46.82 KG
Operating Temperature Range	Minimum	32F-104F/0 - 40 °C
Operating Relative Humidity Range	Minimum	0 - 95%
Operating Elevation	Minimum	0-9,842.5 feet/0-3000 meters
Audible noise at 1 meter from surface of unit	Maximum	47.00 dBA
Online Thermal Dissipation	Maximum	275.00 BTU/hr
Regulatory Approvals	Required	CSA,FCC Part 15 Class A,UL 1778
Standard Warranty	Minimum	2 years repair or replace, optional on-site warranties available, optional extended warranties available
Environmental Compliance	Required	RoHS 7b Exemption
Package Content	Required	CD with software, Country-specific detachable power cord, Smart UPS signaling RS-232 cable, User Manual

Item 0021 Thrane & Thrane Explorer 700 Broadband Global Area Network Terminal P/N TT-00-3720A

	Threshold	Amount
Description		Heavy duty broadband terminal with phone and fax capabilities via satellites. Multi-user terminal suited for top-level logistics and media applications in harsh environments
Part Number		TT-00-3720A
Data Rate (kbps)	Minimum	Transmit 492 and Receive 492, simultaneously
Operating Temperature, External Power Source	Minimum	Between -25C and 55C/Between -13F and 131F
Operating Temperature, Battery Only	Minimum	Between 0C and 55C/Between 32F and 131F
Charging Temperature	Minimum	Between 0C and 45C/Between 32F and 113F
Antenna	Required	Detachable
Stand	Required	Integral Transceiver

Dimensions	Maximum	12.1" x 16" x 2"
Weight	Maximum	7 lbs. (Antenna 3.7 lbs. + Transceiver 3.3 lbs.)
Communication	Required	simultaneous voice and data communication over BGAN
User	Required	full duplex, single or multi-user, up to 492 kpbs
IP Streaming	Required	support of IP at 32, 64, 128 and 256 kpbs
Global Coverage	Required	Seamless
Ports	Required	LAN, USB, Bluetooth and phone/fax ports
Router	Required	Integral DHCP/NAT wireless router
Compatibility	Required	ISDN compatibility
Web Server	Required	Built-in to manage phone book, messages and calls
Solar Panel	Required	Direct Interface
Transceiver to Antenna Range	Required	70m/230ft
Interfaces	Required	Antenna, USB, 2xEthernet, Bluetooth. Supports cordless telephony, serial port, dial-up networking, LAN access
User Access	Required	WLAN access point, 802.11 a/b/g, Encryption, DHCP, 2x ISDN 64 kpbs, 3.1kHz audio, RDI and UDI, 2xRJ-1, 12xDigital I/O, 12V solar panel. On PC built-in web interface. On terminal audio and LCO pointing aids LED indicators
Radiated Power	Maximum	+20dBW +/- 1dB
Power Supply	Required	AC or DC via external adaptor
External Power	Required	100-240 volts
Battery Life	Minimum	1.5 hours transmit at 492kbps, 36 hours standby time
Battery Type	Required	Lithium-ion, Rechargeable
Input Voltage	Required	10-32 Volt DC
Operating Humidity	Required	Relative Humidity, 95% non-condensing at +40C
Water and Dust	Required	Ingress Protection IP 52 (Terminal), IP 66 (Antenna)
SMS	Minimum	160 Characters
Voice	Minimum	4kbps, 3.1kHz audio
Warranty	Minimum	Two-years

Item 0022 Panasonic Scanner P/N KV-S1025C or Equivalent

	Threshold	Amount
Description		Scanner
Capability	Required	Duplex
Rated Speed	Minimum	Binary 200 dpi, up to 26 ppm/52 ipm, color 200 dpi, up to 26 ppm/52 ipm
ADF Size	Minimum	50 sheets, three hard cards
Paper Size	Required	Minimum: 1.9" x 2.8" length, Maximum: 8.5" x 100" length
Resolution	Minimum	Color and B&W: 100 to 600 dpi (1 dpi step)
Daily Duty Cycle	Minimum	1,000 pages
Color Dropout	Required	Red, Green and Blue, Multi Color Dropout - Up to 3 colors, any color
Interface	Minimum	High-speed USB 2.0 up to 480 Mbps transfer rate
Dimension (HxWxD)	Maximum	8.6" x 12.5" x 7.2"
Weight	Maximum	9.3 pounds
Warranty	Minimum	1-year limited advance exchange

ITEM 0023 Pelican Laptop Case P/N 1495

	Threshold	Amount
Description		Pelican Case Laptop Case 1495, Fits Laptops up to 17", Waterproof, Crushproof and Dustproof
Foam	Required	Pick and Pluck
Lock	Required	3 Dial Combination Lock
Handle	Required	Double Throw Latches
Valve	Required	Automatic Pressure Equalizer Valve
Padlock Protectors	Required	Stainless Steel
Shoulder Strap	Required	Padded
Interior Volume	Required	.55 Cubic Feet
Weight	Required	8.37 Pounds
Outside Dimensions	Required	21.62"L x 17.25"W x 4.87"D
Inside Dimensions	Required	18.87"L x 13.12"W x 3.81"D
Warranty	Required	Lifetime

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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.

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 Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 (o) 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, for general statistical purposes, 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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns 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) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) 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)(11)(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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --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 Act--Supplies.”

(2) Foreign End Products:

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

(List as necessary)

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

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-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, 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 Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

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

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

[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 Act-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 Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American Act-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 Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) 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)(4)(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
—	—
—	—
—	—

(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 Act. 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).

(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 Act. (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 Act 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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(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) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(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) Sanctioned activities relating to Iran.

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

(2) Representation and Certification. 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; and

(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.

(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.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)