NITAAC | ECS III

OMB Authorized GWACs for IT Acquisition | PRODUCTS/SERVICES

Electronic Commodities Store III

Contract Conformed

November, 2013

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ECS III Contract Details

Award Date: 11/26/2002
Expiration Date: 11/25/2014
Contact: 1-888-773-6542

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PART II – CONTINUATION OF SF1449, THE SCHEDULE

SECTION A – CONTRACTOR SCHEDULE OF ITEMS

This section contains each respective Contractor's schedule of items.

SECTION B – SUPPLIES OR SERVICES AND PRICE

B.1 Scope of Work The Contractor, as an independent Contractor, and not an agent of the Government shall setup, maintain, and manage an Electronic Commodities Store III (ECS III) providing Commercial-Off-The-Shelf (COTS) desktop, laptop, handheld computing devices (including peripherals), workstations, software, networking equipment, commercial telecommunications equipment items related to telephony, including but not limited to (network routers, switches, repeaters, and cabling), scientific research workstations, and other electronic devices and systems, software (including operating systems), related warranty and maintenance services, and support services ancillary to these items to assist the National Institutes of Health (NIH) and other Federal Government agencies in accomplishing their mission.

B.1.1 The Service Contract Act The Service Contract Act does not apply to this contract.

B.2 Schedule Of Items The ECS III contract is a Fixed Price, Indefinite Delivery, Indefinite Quantity type contract. The Contractor must provide the NIH and other Federal Government agencies with a full range of commercial off-the-shelf hardware, software, documentation, maintenance, peripherals, training, supplies and related support services, in accordance with the Specifications identified in Section C for the schedule of items it is offering.

When providing changes to the schedule of items it is offering, the Contractor shall review the Specifications in Section C and provide a clear description of each Contract Line Item offered by its company, including the Original Equipment Manufacturer (OEM); OEM Part/Model Number; Contractor Part/Model Number if different from the OEM Part Number; and a description of all Information Technology (IT) resources offered. It is the Contractor's responsibility to identify the IT resources that will be available through the NIH ECS III. Contract Line Items and any associated Enterprise License Agreement (ELA) on this contract must be within the scope of the existing terms and conditions of the ECS III contract.

B.2.1 Price Tables/Lots The tables provided are samples to be used by the Contractors to prepare new contract line item proposals. Three price table formats are available for vendor use. The Streamlined price table formats covers all possible CLIN proposal actions: Add, Delete, Price Increase, Price Decrease, and Administrative Changes. The Contractor must provide price tables that contain the columns described below for all Lots as applicable for each CLIN proposal action. All of the items or services offered, with the exception of open market items, for which the Contractors expect to receive compensation (i.e., payment), must appear in these price tables. If there is no explicit charge associated with a particular item or service, "N/C" (i.e., No Charge) shall be noted in the Product Description column and "0" (zero) placed in the price column. If an item is associated with one or more ELAs, the number of ELAs it is associated with must be clearly indicated on the price table and the ELA ID Number, Title, and Manufacturer for each ELA entered into an ELA Form (Attachment Number JA.1 contains the ELA Form and specific instructions). The ELA Form shall be attached to the price table along with a copy of each ELA. The information required for each column of the price tables for is defined below in Section B.2.1.2.

B.2.1.1 Downloadable Sample of Pricing Table (Excel Format):

ECS III Add/Delete Price Table (see Attachment JT.1)

ECS III Price Increase Price Table (see Attachment JT.2)

ECS III Streamlined Price Table (see Attachment JT.3)

B.2.1.2 Column Descriptions for the ECS III Price Table:

CLINs proposed for addition to, deletion from, price increase or decrease, or administrative changes on the contract must contain the information in column descriptions below where "require" is specified for that CLIN Action. All other columns are optional.

Column 1 – CLIN Action. (Required for all) In this column, the Contractor shall enter whether the CLIN is being added, deleted, increased or decreased in price, or if this is an administrative change such as an update to the product description. (Values: A = Add, D = Delete, PI = Price Increase, PD = Price Decrease, AC = Administrative Change)

Column 2 – Lot. (Required for CLIN Action "A") In this column, the Contractor shall enter the Lot number for the product being proposed. (A single price table can be submitted for all lots being proposed.)

Column 3 - Contract Line Item Number (CLIN). (Required for all) The CLIN must be a unique number that is only associated with one item for the life of the vendor's contract. (An example of CLIN syntax for Lot 1 items in the price table might be: 100001, 100002, 100003, etc. Ending the CLIN with a sequential number helps to make the number unique. However, the number may follow any syntax of the vendor's choosing as long it is unique across the entire vendor contract schedule of items.)

Column 4 - OEM Name. (Required for all) In this column, the Contractor shall identify the name of the Original Equipment Manufacturer (OEM) for the CLIN.

Column 5 – OEM Model #. (Optional) Enter the specific equipment model numbers for all equipment components for the CLIN. (For example, manufacturer server model "3000" series, where "3000' is the model number.)

Column 6 – OEM Part # /ID #. (Required for all) Enter the specific OEM part numbers for all equipment components for the CLIN. (For example, Q5420BB. This number allows the NITAAC Contracting Officer to clearly identify the item and its commercial availability and pricing.)

Column 7 – Contractor ID #. (Optional) If desired, enter the specific equipment identification number used for Contractor tracking of the product.

Column 8 – Product Description. (Required for CLIN Action "A") Enter a brief, but clear, description of the IT resource and salient characteristics for each item listed in the price tables. (For example, you might describe a laptop in terms of "Lightweight, Pentium III laptop with Windows XP Operating System, and carrying case". Avoid technical abbreviations and jargon by using common language whenever possible. If volume discounts are offered, also enter the quantity range that is applicable for the offered price i.e. (1 - 10), (11 - 20). Each price break must be listed under a separate Contract Line

Item Number. If detailed information is provided in the next column (Technical Industry Specifications (TIS)), a general product description is sufficient here, such as "Laptop.")

Column 9 – Technical Industry Specifications (TIS). (Optional) List the technical specifications for the product, or a TIS website Uniform Resource Locator (URL) where TIS specification information can be located, or "See Attached copy of Catalog Item". (The following is an example of TIS: Pentium M 1.4GHz, 14.0" XGA, 256MB SDRAM, 40GB, DVD, V.90/56K Modem, 10/100 Ethernet LAN, Wi-Fi, USB FDD, 9 cell battery, Win XP Pro.)

Column 10 – Unit. (Required for CLIN Action "A") Specify the unit of the item for which the ECS III price is based. (For example, each, roll, box, case, etc. Most items will have a unit of "each.")

Column 11 –Quantity. (Required for CLIN Action "A") Specify the quantity of items for which the ECS III price is based. If the price offered is based upon a quantity of one (1) enter (1).

Column 12 - ECS Price. (Required) Enter the Electronic Commodities Store III price proposed for each IT Resource included in the price tables.

Column 13 - GSA Contract Number. (Conditional - required for CLIN Action "A" if Catalog/List Price is NOT provided.) This column applies only if the product is on a General Services Administration (GSA) schedule. This includes schedule contracts with the OEM and schedule contracts with the Contractor. Enter the GSA schedule contract number for all equipment and components included in the price tables.

Column 14 - GSA Schedule Price. (Conditional - required for CLIN Action "A" if Catalog/List Price is NOT provided.) This column applies only if the product is on a GSA schedule. This includes schedule contracts with the OEM and Schedule contracts with the Contractor. Enter the GSA price for all equipment and components included in the price tables.

Column 15 – Catalog List Price. (Conditional - required for CLIN Action "A" if GSA Schedule Price is NOT provided.) Enter the price for the product that would be offered to the general public. (See FAR 2.101 "Commercial Item" (6)(i).) This is the contractor catalog price or manufacturer's list price for the CLIN.

Column 16 – Number of Associated ELAs. (Optional) If the CLIN is associated with one or more ELAs, the Contractor shall enter the number of ELAs in this column. If it is not applicable, enter "0" (zero) or leave this column blank. In addition, the Contractor must attach a completed ELA Form to the price table. (See Attachment Number JA.1 for ELA Form instructions.)

Column 17 – EPEAT Compliant. (Optional) If the item is EPEAT compliant, the Contractor may enter the level of EPEAT qualification (Silver, Bronze, Gold) in this column.

Column 18 – Trade Act Compliant. (Required for CLIN Action "A") If the item is Trade Act compliant, enter "Y". If the item is not Trade Act compliant, enter "N".

Column 19 – Original NITAAC Proposal Number. (Required for CLIN Actions "PI", "PD") When submitting a price increase, enter the NITAAC Proposal Number on which this CLIN was first submitted.

Column 20 – Original CLIN Request Date. (Required for CLIN Actions “PI”, “PD”) Enter the date the CLIN was originally submitted.

Column 21 – Original Modification Number. (Optional) Enter the Modification Number on which this CLIN was first approved.

Column 22 – Original ECS III Price. (Required for CLIN Actions “PI”, “PD”) Enter the ECS III Price for this CLIN when it was first approved.

Column 23 – Reason for Price Increase. (Required for CLIN Action “PI”) Enter an explanation of why the price needs to be increased for this CLIN. (For example, “Manufacturer increased cost.”)

Column 24 – Restricted Sales. (Optional) Enter Y if this CLIN is not available to all Federal customers and should not be shown on any NITAAC on-line product listings.

B.2.1.3 Pricing If the Contractor proposes an NIH ECS III price that is higher than the GSA schedule price or the Catalogue List price, then the Contractor shall provide an explanation for the higher price on an attachment to the ECS III Price Table.

B.2.2 RESERVED

B.3 Program Ceiling Amount The program ceiling amount established for this acquisition is $600 million a year for twelve years, a period of one hundred twenty (144) months. The following provisions apply. The minimum contract amount established for this acquisition is $100.00. Maximum contract amounts will not be established for individual contracts; however, the aggregate amount expended under all of the contracts awarded shall not exceed $6,000,000,000.00 during a one hundred forty four (144) month period.

SECTION C – STATEMENT OF WORK/SPECIFICATIONS

C.1. OBJECTIVE.

C.1.1 This Specification defines the NIH ECS III requirements for:

- Lot 1: commercial-off-the-shelf (COTS) desktop, laptop and handheld computing devices (including peripherals), workstations, software, and networking equipment,
- Lot 2: commercial telecommunications equipment items related to telephony (including, but not limited to, network routers, switches, repeaters, and cabling),
- Lot 3: scientific research workstations, and other electronic devices and systems,
- Lot 4: software (including operating systems),
- Lot 5: related warranty and maintenance services, and
- Lot 6: related support services.

C.1.2. The ECS III contract provides a mechanism to acquire IT resources in production at the time of acquisition, for the NIH Institutes and Centers, and for other Federal agencies. The NIH seeks to acquire state-of-the-art commodities including electronics and computing devices capable of executing the latest generation of software under Microsoft Windows XP/.NET, Mac and UNIX (primarily SUN, SGI, and Linux) operating systems.

C.1.3. The following definition of Information Technology is used in this contract (FAR 2.101, Definitions):

> "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.
>
> (1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—
>
> (i) Its use; or
>
> (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.
>
> (2) The term "information technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
>
> (3) The term "information technology" does not include any equipment that—
>
> (i) Is acquired by a contractor incidental to a contract; or
>
> (ii) Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

C.2. OPERATIONAL ENVIRONMENT

C.2.1. Although the NIH's current networking environment is based on the IEEE 802.3 and IEEE802.11x standards, with Transmission Control Protocol/Internet Protocol (TCP/IP) and vendor-proprietary protocols such as IPX, and Appletalk, it is not known what the environment will be at the time that this contract expires. Therefore, the purpose of this contract is to provide equipment to maintain currency of the installed base of desktop, fileserver, and workstation computers as well as provide a source for first time procurement of IT commodities and services.

C.2.2. Desktop, Workstation and Fileserver Computing Environment The equipment shall be used in various environments at the NIH. The three primary user communities are: Intramural Research Programs, which consist of biomedical researchers and staff, and of hospital personnel and staff; Extramural Programs, which consist of health science administrators and staff; and NIH administrators (budget, personnel, procurement, clerical, service support staff, and action officers, etc.) and staff. There is a range of users in each of the previous categories, from novice to power users. There is a range of requirements for each of the user communities. For example, the Intramural Research Programs use desktop machines to perform tasks such as creating scientific manuscripts, and the same machine may be used to operate a piece of scientific research equipment.

C.2.3. Business Procedure Environment The NIH Information Technology Acquisition and Assessment Center (NITAAC), with the assistance of NIH Institutes and Centers, will maintain a record of all information relevant to order processing and contract administration. Product information such as descriptions, prices, and specifications shall be electronically and remotely accessible by NIH customers and other users of this contract (the Department of Health and Human Services, and other Federal Agencies) within 15 business days after contract award. Contractors should be prepared to comply with the NITAAC designated Internet implementing convention that will allow catalogue product search capability and on-line ordering. The minimum required elements of the on-line catalogue are CLIN, product description (including salient characteristics), OEM part name and part number, and ECS III price. In addition, each Contractor shall establish a single e-mail address for the purpose of receiving Requests for Quotations from the NITAAC ECS III Quoting System.

C.2.4. Processing Fee Contractors shall collect for NITAAC a ½ % processing fee on all delivery orders placed through the ECS III. The collected fees shall be remitted to NITAAC monthly.

C.2.5. RESERVED.

C.2.6. Electronic Commerce In accordance with the Government Paperwork Elimination Act (GPEA, see OMB Memorandum M-00-10), NITAAC is implementing to the greatest degree possible the paperless processing of all NIH ECS III orders, reports, pricing information, and other relevant business documents.

C.2.7. Electronic Data The Contractor must be able to transmit, receive, and process electronic documents. They must comply with published government data conventions and implementation guidelines including NIH's IT architecture. All transactions will be conducted in a secure manner (public/private key encryption, authentication, non-repudiation) whether the transport mechanism is the Internet or a Virtual Private Network (VPN).

C.2.8. Electronic Commerce and www Electronic Catalogue Implementation The ECS III Contractor shall make available to NITAAC, NIH Institutes and Centers (ICs), and authorized users of this contract, within 15 business days of contract award, a full complement of contract related resources, documents, and information like those described in C.2.3 above, on the World Wide Web. In addition, the Contractor agrees to accept orders placed against the NIH ECS III Contract, issue invoices, and receive payment through electronic commerce implemented by NIH and approved by the NITAAC. Contractors shall provide a central corporate e-mail address for

ECS III Business (for example, ECSIII@company-name.com). For the purpose of evaluation, the Contractor shall provide a URL address to view its proposed electronic catalogue.

C.3. APPLICABLE DOCUMENTS

The standards referenced in this Specification may be obtained from the applicable documents listed below. In the event of conflict between these documents and the contents of the rest of this technical specification, the references in this section shall govern. The below listed documents are for Contractors to ensure compliance with applicable standards.

C.3.1 Office of Management and Budget (OMB) Circular A-130 may be found at:
http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html

OMB Memorandum M-00-10 may be found at:
http://www.whitehouse.gov/omb/memoranda/m00-10.html

C.3.2 HHS Cybersecurity Program Policy.
The HHS Cybersecurity Program Policy may be found at:
http://intranet.hhs.gov/it/cybersecurity/polices_by_topic_area/policies_topic.html

C.3.3 National Computer Security Center Documents.
Copies of security requirements may be obtained from the National Security Agency, Central Security Service: http://www.nsa.gov/ia/guidance/index.shtml

C.3.4 Defense Security Service Documents.
Copies of security requirements may be obtained from: Defense Security Service http://www.dss.mil.

C.4. COMMERCIALLY AVAILABLE PRODUCTS

C.4.1. Equipment and software proposed by the Contractor as modifications to this contract shall, by the date of the modification, be commercially available, off-the-shelf, state-of-the-art, in current production, and have previously been the subject of one or more sales. Similarly, equipment and software proposed in response to a Request for Quotation (RFQ) under this contract, shall by the closing date of the RFQ, be commercially available, off-the-shelf, state-of-the-art, in current production, and have previously been the subject of one or more sales. Prototype, developmental, limited production, or beta test products are not acceptable. Discontinued, announced discontinued, used/refurbished, remanufactured, or reconditioned products are also not acceptable.

C.4.1.1 An item is "commercially available" if it is customarily used for other than Government purposes, and it has been sold, leased, or licensed to the general public, or has been offered for sale, lease or license to the general public. (See "Commercial item" in FAR 2.1.)

C.4.1.2 An item is also "commercially available" if it has evolved from an item described as a commercial item in C.4.1.1, above, through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under an ECS III order. (See "Commercial item" in FAR 2.1.)

C.4.1.3 “State-of-the-art" is defined as recently designed components, which are in current production, marketed, available, and maintained.

C.4.1.4 To be in "current production", an item must be completely constructed with components specified by the manufacturer for that equipment, and those component types (not necessarily the specific components) must have been manufactured within the last 180 calendar days.

C.4.2 Open market items, also known as incidental items, are defined as items that are not currently available as a contract line item (CLIN) on the ECS III contract. The contractor may offer open market items to ECS III customers if the following conditions apply:

a) the items are within the scope of the ECS III contract

b) the total cost of the open market items being sold on the delivery order do not exceed the micro-purchase limit of $3,000

c) the items are clearly labeled on the order as open market items

C.5. CONTRACT TERMINOLOGY AND GENERAL REQUIREMENTS

C.5.1. Definitions.

Equipment. The term equipment is used throughout the contract to refer to a combination of items such as hardware, software, and firmware.

C.5.2. Certifications. The equipment offered by the Contractor must be compliant with the Commercial Items, EPA ENERGY STAR®, Federal Communications Commission (FCC) Class B, EN 55022 Class B, and Underwriters Laboratory (UL) Listing. UNIX operating systems must be compliant with the NIST POSIX approved product listing. All desktop, file server, Web server, and application server systems shall be certified for the current version of Windows (contained in the Microsoft Hardware Compatibility List, or HCL) within 12 months of the date they are proposed. The 12-month period is intended to provide Microsoft with sufficient time to evaluate and certify the offering. Systems that are delivered prior to appearance on the NIST POSIX approved products listing and Windows HCL certification will be retrofitted or replaced for compliance, if necessary, at no cost to Government.

C.5.3 EPA ENERGY STAR®. The Contractor shall offer equipment that is ENERGY STAR® compliant, whenever available. For product groups where ENERGY STAR® labels are not yet available, the Contractor shall offer products that are in the upper 25 percent of energy efficiency as designated by the Federal Energy Management Program (FEMP)., The sole ENERGY STAR® requirement shall be the self-certification by the Contractor that the offered equipment is ENERGY STAR® compliant. If any ENERGY STAR®-designated equipment fails to meet ENERGY STAR® requirements, the Contractor shall replace, not retrofit, at no additional cost to the Government, all equipment it delivers under this contract to be ENERGY STAR® compliant as determined by the EPA sanctioned test. All subsequent deliveries of equipment shall also be ENERGY STAR® compliant as determined by the EPA sanctioned test. Equipment specifically exempted from EPA ENERGY STAR® requirements (e.g., multi-user systems) is exempt from the requirements of this section.

C.5.4 Security. The Contractor must provide assurances that it meets the safeguards outlined in the Office of Management and Budget Circular A-130, Management of Federal Information Resources, and the HHS Cybersecurity Program Policy. The Contractor may be required to provide a written security plan prior to performance that addresses the safeguards required by delivery orders.

C.5.4.1 Information, computer systems, LANs, and other telecommunications systems at NIH should be considered to be categorized as high criticality/high sensitivity systems, unless otherwise identified by the Government. See Section H.11 for additional information.

C.5.4.2 The Contractor shall agree to establish and follow any additional security precautions considered by NIH to be necessary to ensure proper and confidential handling of data and

information. A written agreement between NIH and the Contractor shall be reached before data and information otherwise exempt from public disclosure may be disclosed to the Contractor. The Contractor must include these requirements in any subcontract awarded under the prime contact.

C.5.4.3. Contractor personnel shall be granted rights of entry to and exit from those NIH and other Government facilities required for performance of work under this contract. Contractor employees shall comply with all applicable directives and policies regarding conduct of personnel and operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry to and "sign-out" upon exit from any Government facility.

C.5.4.4. The Contractor shall secure and protect all Contractor-owned property and equipment brought into Government facilities during performance of work under this contract. The Government shall not be held liable for loss of or damage to Contractor-owned property or equipment brought into Government facilities. The Contractor shall remove any Contractor-owned property deemed inappropriate by the Government, for any reason, from the Government facility in which it is found.

C.5.4.5. Under no circumstances are Contractor personnel permitted to use Government equipment, software, or supplies for purposes other than performance of this contract.

C.5.4.6. All Contractor employees must be United States citizens, legal residents of the United States, or aliens authorized temporary employment in the United States before they can be employed under this contract. All Contractor employees and sub-Contractor employees must sign a "Commitment to Protect Non-Public Information - Contractor Employee Agreement" form (http://ocio.nih.gov/docs/public/Nondisclosure.pdf). The Contractor will be held liable for any inappropriate disclosure of information/data by its employees or via any system used by the Contractor. Should the Contractor become aware of the need for additional safeguards, it must notify the COTR immediately. See Section H.11 for additional information.

C.5.5. Americans with Disabilities Act All equipment and services provided by the Contractor(s) shall comply with ADA requirements. Specifically, equipment offered must be adaptable to meet the requirements of persons with disabilities, where such adaptations would not place an undue burden on the manufacturer.

C.6 DESKTOP COMPUTER REQUIREMENTS

The Contractor shall establish, operate, and manage the NIH Electronic Commodities Store, ensuring that necessary hardware, software, maintenance, training, and documentation are available to satisfy the NIH desktop computing needs. Due to the wide range of Personal Computers in use at the NIH, the Contractor(s) shall provide a wide range of equipment from a wide range of Original Equipment Manufacturers. The Contractor is also strongly encouraged to consider providing equipment that may be beyond the requirements of the NIH in order to address the requirements of other Federal Agencies that will utilize this acquisition vehicle. For example, the Contractor may consider C2 security requirements, or National Security Agency certification requirements, in selecting OEM equipment to offer.

C.7 EQUIPMENT REQUIREMENTS.

C.7.1 The wide range of network equipment currently in use at the NIH requires a wide range of network equipment and accessories to ensure the preservation of capital investments in LAN/WAN infrastructure and operability. The primary topology for any NIH LAN is 10Base-T, 100Base-T, or ATM. In addition, the NIH requires network and telephony equipment such as, but not limited to storage and application (including WWW) servers, storage area networks, wireless hubs, and telephonic devices and services.

C.7.2 The broad range of NIH's functions in health, biomedical research, statistics, and science in general requires a broad range of computational requirements for UNIX based workstations and

support equipment. The functional categories of workstations and accessories required by users of the ECS III include Data Servers, and High-performance Graphics Workstations

C.8 RESERVED.

C.9 RESERVED.

C.10. RESERVED.

C.11. WARRANTY.

C.11.1. The Contractor shall extend all warranties to be identical to those offered to the general public in customary commercial practices when those terms exceed the requirements of this contract. The Contractor may, at its discretion, offer, as separately priced, extended warranties for warranty coverage beyond the minimum OEM warranty period, and may offer terms including decreased (faster) response times and on-call, on-site support.

C.11.2. On-Site Locations. The Contractor shall provide warranty service for all equipment delivered by the Contractor under this contract to the Washington D.C. metropolitan area. The Government recognizes that the terms of this section may be met by OEM warranty terms.

C.11.3. Locations outside the Washington D.C. metropolitan area. The Contractor shall provide a method for warranty, which may be separately priced, for equipment the Contractor delivers to locations not listed in the paragraph above. The Contractor shall provide for repairing the equipment, including the means to transport the systems. The Contractor shall bear all shipping costs and responsibilities both to and from the Government site.

C.11.4. Coverage Period. The warranty period will commence upon date of delivery to the Government. User receipt of an item that is inoperable upon delivery shall be resolved in accordance with the warranty provisions of the contract. After any warranty work, the newly installed part shall become Government property. The defective part shall become the property of the Contractor except the Government reserves the right to purchase defective hard drives and removable hard drives containing sensitive or classified material that is required by statute or regulation to be destroyed or retained by the Government. The effective warranty for all replacement items installed during the initial warranty period shall be the greater of (1) the remaining warranty period on the original item or (2) a 90 calendar day warranty period provided with each replacement item. All replacement parts shall conform to technical specifications and architectural standards as described in this contract.

C.11.5. New or Warranted Parts. Only new parts or parts warranted by the OEM as equal to new shall be utilized for replacement when repairs are made.

C.11.6. Time to Repair. Equipment or software (including documentation) delivered to all Washington D.C. metropolitan area locations shall be repaired or replaced, and fully operational within two (2) working days following notification to the Contractor's designated technical support personnel of the need for warranty service. Equipment or software (including documentation) delivered to all other area locations shall be repaired or replaced, and fully operational within five (5) working days following notification to the Contractors' designated technical support personnel of the need for warranty service. Temporary replacement equipment may be used to satisfy this requirement provided that the replacement equipment is provided at no additional cost to the Government, and that it is functionally equivalent or exceeds equivalence to the equipment being repaired or replaced.

C.11.7. Warranty Conditions. The Government shall be able to upgrade PC systems by inserting items or attaching other devices such as third party cards or disk drives without voiding the warranty on items delivered under this contract. Substitutions and additions of equipment not

manufactured or supplied by the Contractor shall be subject to the following: (1) The Contractor will not be responsible for damage caused to the original equipment provided the damage results from the use of third party equipment, and (2) The Contractor will not be responsible for defects or overall system performance degradation if such defects or performance degradation result from the use of third party equipment.

C.12. TELEPHONIC SUPPORT.

C.12.1. The Contractor shall provide telephonic support via a toll free number.

C.12.2. Availability. Telephonic support services shall be available, as a minimum, Monday through Friday, 8:00 a.m. through 6:00 p.m. Eastern Time, excluding U.S. Government holidays. Recorded answering services are not acceptable to the Government during those times. The Contractor(s) shall provide a method for telephonic support services, such as a Fax-back service, a paging service, or third-party support service, for worldwide support. For requests for telephonic support originating outside the Continental United States, the Contractor shall respond no later than the next business day.

C.12.3. Services. As a minimum, Telephonic Support Services shall consist of the following:

a) Order Processing and Order Tracking Information. The Contractor shall provide the Government with the date of receipt of the order and the shipping status when given an ECS III Tracking Number.

b) User Technical Assistance. The Contractor shall be prepared to receive product problem reports and assist the user towards timely resolution of the reported problem. Reports of problems may also come through e-mail and/or Internet/WWW messaging. The Contractor is responsible for hardware/software related calls for all products which are covered under warranty. The Contractor shall maintain contact with the reporting user until final resolution and user notification. Interim resolution of a software problem shall include a work around solution until the problem is finally corrected in the next release or version of the product. Technical assistance may be provided by the OEM to satisfy this requirement.

C.12.3.1.Telephonic Support Personnel. Contractor's personnel manning the telephonic support service telephones shall have sufficient expertise to recommend corrective actions for hardware and software problems, and the personnel shall speak and understand English.

C.13. MAINTENANCE SUPPORT.

The Contractor shall propose software and hardware maintenance, including, but not limited to, prepaid software license upgrade rights and routine hardware maintenance, for hardware and software on this contract. At the Government's option, the Government may order, at any time during a warranty period, monthly or yearly maintenance at the Monthly/Yearly Maintenance Discounted Amount in the pricing proposal. The Contractor shall propose a fixed-price for maintenance services during the principal period of maintenance (PPM), 8:00 a.m. to 5:00 p.m., excluding weekends and Government holidays. For maintenance outside PPM, it shall be priced as time and materials. Spare parts should be priced separately. Maintenance shall be separately priced.

C.14. ORDER PROCESSING.

The Contractor shall have the capability to receive and process orders both in hard copy and electronic media.

C.15. QUALITY CONTROL

The Contractor shall provide Quality Control to ensure that configurations ordered are adequately burnt-in and tested prior to shipment. The Contractor shall also provide Quality Control to ensure that the requirements of this contract are met from initial acceptance of equipment by the

Government and throughout the life of the contract, in accordance with the Commercial Items clause. The Government reserves the right to perform Quality Control inspections to assure the requirements of the contract have been met. When requested, the Contractor shall provide technical personnel necessary for Government inspections.

C.16. EXPEDITED DELIVERY AND ON-SITE CRISIS SUPPORT.

The Contractor shall propose expedited delivery and on-site crisis support services on an as-requested basis.

C.17. TRAINING AND OTHER INTEGRATION SERVICES.

The Government encourages the Contractor to propose in Lot 6 different types of standard commercial training and other services related to installation and set-up of delivered equipment.

C.18. PROMOTING THE CONTRACT.

The Contractor shall promote this contract to all NIH ICs, the Centers for Disease Control and Prevention, the Office of the Secretary of Health and Human Services, and other eligible users as identified by the Government during the life of the contract. This may include utilization of existing Contractor marketing resources near the NIH facilities and users of the contract. This should include the use of the Internet resources such as mail lists and the WWW. The Contractor's goals shall be to:

A) Make customers aware of this procurement vehicle.
B) Make customers aware of available products and services.
C) Make customers aware of sub-Contractor(s) products and services.
D) Assist customers in creating timely and accurate purchase orders.

SECTION D – PACKAGING AND MARKING

D.1 PRESERVATION, RESERVATION, PACKAGING and PACKING

Unless otherwise specified, all items shall be preserved, packaged and packed in accordance with normal commercial practices and in a manner that will afford protection against corrosion, deterioration and physical damage during shipment. The items shall be packed in a manner conforming to the requirements of Uniform Freight Classification for rail shipment; National Motor Freight Classification for truck shipment; Parcel Post Regulations, and the regulations of other carriers as applicable to the mode of transportation employed.

D.2 MARKING

Exterior shipping containers and items not shipped in containers shall be clearly marked on an external surface as follows:

a) Name of Contractor
b) Contract/order number
c) Itemized list of contents including quantity and CLIN
d) Consignee's title, address and telephone Number
e) Package number of multiple packages (i.e.,1 of 5, 2 of 5)

D.3 INITIAL PACKING, PACKING AND STORAGE OF ITEMS

All initial packaging, packing and storage incidental to shipping of items to be acquired under this contract shall be made at the Contractor's expense. Such packaging, packing and storage cost shall not be billed to the Government.

D.4 RESERVED.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 General At the minimum the following paragraphs shall be applicable to all Delivery Orders issued under this contract. Additional inspection and acceptance requirements may be specified in each Delivery Order.

E.2 APPROVING AND ACCEPTING AUTHORITY

The delivery orders issued by non-NIH customers will have their own acceptance official. Each delivery order issued by NIH customers and non-NIH customers will have its own acceptance official.

E.3 INSPECTION AND ACCEPTANCE LOCATION

Government inspection and acceptance of all CLIN's hereunder shall take place at the installation site. The installation site is the location set forth as place of delivery specified on each individual Delivery Order.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

Delivery schedule must be specified with each quotation, and should be reflected in any resulting delivery order.

F.2 DELIVERY LOCATION

The place of performance and/or delivery for all items to be acquired hereunder will be specified in the individual Delivery Orders issued under this contract.

F.3 RESERVED.

F.4 RESERVED.

F.5 TRANSPORTATION

F.5.1 Transportation Charges The Contractor shall make all arrangements for transportation. All transportation charges for deliveries to the Contiguous Continental United States (CONUS) shall be included in the item prices. Transportation charges for deliveries outside the Contiguous Continental United States (OCONUS) will be negotiated on each individual delivery order.

F.5.2 Equipment Shipped for Replacement The Contractor shall bear the transportation charges whenever equipment is shipped for replacement purposes, unless the replacement was due to a cause specified as a Government responsibility in accordance with the "Responsibility for Supplies" clause (FAR 52.246-16).

F.6 PERIOD OF PERFORMANCE

The period of performance for this contract shall be 12 years (144 months) from date of contract award.

F.7 REPORTS OF WORK

F.7.1 **Monthly sales reporting requirements** The Contractor shall provide a monthly sales report on-line through the ECS III Web based system. The report is to be submitted in the system no later than the close of business on the 10th day of the month following the sales activity. (See section G for reporting specifics.)

F.7.2 **Monthly check/EFT reports** The Contractor shall provide a monthly check/EFT report on-line through the ECS III Web based system. The due date for the report is the 10th of each month. (See section G for reporting specifics.)

F.7.3 **Project Status Reviews** The Contractors shall attend and participate in quarterly Project Status Review (PSR) meetings with the Government. These technical meetings will be held in the Washington D.C. metropolitan area and will be scheduled by the Project Officer at a date and time mutually agreed upon by the Contractor and the Government. The Contractor shall also participate in monthly contract holder conference calls, held on the first Thursday of each month at 10 am EST or at an alternate time specified by the Government.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER

G.1.1 Robert Coen is hereby designated as the Project Officer. The Project Officer may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor Project Officer, will be promptly provided to the Contractor by the Contracting Officer in writing. The Project Officer, (Name-of-Project-Officer), is located at the National Institutes of Health, DHHS, (Location). His/her telephone number and Area Code is (Telephone).

G.1.2 The responsibilities and limitations of the Project Officer are as follows:

G.1.2.1 The Project Officer's first responsibility is to read and understand the contract.

G.1.2.2 The Project Officer is responsible for the technical aspects of the project and technical liaison with the Contractor. The Project Officer is also responsible for:

a) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance; the establishment of quality assurance standards, testing requirements, and delivery requirement; assuring that these standards are met; and recommending to the Contracting Officer changes in requirements.
b) Interpreting the Specification and any other technical performance requirements, ensuring that program requirements are clearly defined, and advising the Contracting Officer to help ensure that the contract is designed to meet those requirements.
c) Performing technical evaluation as required; approving all technical data submitted by the contractor; ensuring that competitive sources are solicited, evaluated, and selected; and that the price the Government pays for the IT resources it acquires is reasonable relative to market research.
d) Performing technical inspections and acceptances required by this contract.
e) Assisting in the resolution of technical problems encountered during performance, and such other responsibilities as may be specified in the contract.
f) Be knowledgeable enough to ensure compliance with all contract clauses and applicable laws and must report any deviations to the Contracting Officer.
g) Hold conferences with the Contractor.
h) Conduct on-site visits.
i) Maintain a file documenting significant actions and containing copies of trip reports, correspondence, and reports and deliverables received under the contract.

j) Advise and assist the Contracting Officer as necessary, in administering the business aspects of the contract—reviewing vouchers, invoices, reports, and deliverables; coordinating program office decisions as they bear on the contract; preparing final summary statements for contract closeout; and preparing Contractor performance evaluations.
k) Assure that special contract provisions are carried out.
l) Fulfill reporting requirements.
m) Perform billing, voucher, or invoice approval, and payment procedures.
n) If the Contracting Officer does not chair the orientation conference, this responsibility can be delegated to the Project Officer. The conference should be conducted in a businesslike manner. Both parties have an existing contractual relationship and the purpose of the conference is to promote accurate understanding of the contract, not to alter it.

G.1.2.3 The Project Officer is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the Project Officer. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

G.1.2.4 The Project Officer, or official by any other name that performs these duties for another Federal Agency, shall perform those duties listed above that pertain to the placement of orders, including performing all duties assigned in the delivery order specific to that Federal Agency.

G.2 CONTRACTING OFFICER'S AUTHORITY

G.2.1 The Contracting Officer is the only person with the authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to:

- direct or negotiate any changes in the Specification;
- modify or extend the period of performance;
- change the delivery schedule; or
- otherwise change any terms and conditions of this contract.

G.2.2 The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and not withstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 ACCOUNTABLE MANAGEMENT OFFICIAL

The Accountable Management Official is the individual within the customer's organization (NIH or external), who is empowered to obligate the Government, this individual has the authority to bind the Government to the extent of the authority delegated to him/her. The dollar threshold set forth in the individual's delegation may not be exceeded. In most cases, this individual will be the contracting officer. This individual would have control over their individual delivery orders.

G.4 CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during performance of the contract:

G.4.1 Government Points of Contact

The Program Director for this contract is identified as:

Robert Coen
6011 Executive Boulevard,
Rockville, Maryland 20892
Tel: (301) 402-3069
Fax: (301) 496-8486
e-mail: CoenR@od.nih.gov

The Contracting Officer for this contract is identified as:

Millicent Manning
6011 Executive Boulevard
Rockville, Maryland 20892
Tel: (301) 402-3072
Fax: (301) 402-2431
e-mail: ManningM@od.nih.gov

The Project Officer for this contract is identified as:

Robert Coen
6011 Executive Boulevard
Rockville, Maryland 20892
Tel: (301) 402-3069
Fax: (301) 496-8486
e-mail: CoenR@od.nih.gov

G.4.2 Project Officer The duties and responsibilities of the Project Officer, and the delegation thereof, are stated in Section G.1 of this contract.

G.4.3 NITAAC Financial Team The NITAAC Financial Team has the following responsibilities: tracking gross sales, NIH sales and outside NIH sales by Contractor and by contract on a monthly basis; reconciling Contractor-end-of-the-month financial reports to the Delivery Orders and the ½ % NITAAC processing Fee received by the NIH, Office of Financial Management; follow-up will include contacting Contractors and agencies to reconcile discrepancies.

G.4.4 Contracting Officer All contract administration will be effected by the Contracting Officer, address as shown on face page of this contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.5 CONTRACTOR REPORTING REQUIREMENTS

G.5.1 The Contractor shall submit monthly sales reports along with copies of all delivery orders that appear on the monthly reports. If there is no sales activity, the report is still required saying "NO SALES". The reports are to be submitted online in the ECS III Web based system no later than the 10th of the month following the sales activity.

G.5.2 The ECS III Tracking Number, (see Section H.5) which is assigned by the ECS III Quoting System must be displayed on the upper right hand corner of the first page of the corresponding delivery order. The ECS III Tracking Number is also required for any modifications to a delivery order and all modifications to orders must be listed as a separate line item.

G.5.3 Fee Collection All processing fees on this contract will be collected by the Contractor.

G.5.4 Payment Data The Contractor shall submit monthly check reports along with copies of all fee payment checks. These reports are to be submitted online in the ECS III Web based system no later than the 10th of the month following the sales activity. The Government plans to implement Electronic Funds Transfers (EFTs). Once EFTs are available, the Contractor shall continue to submit monthly reports but copies of the checks will no longer be necessary. See section G.6.3 for specific details about the monthly check/EFT reporting**.**

G.5.5 ECS III Contract Reporting Identifiers The ECS III Contract Number (formatted as HHSN2639999####) shall be used by the Contractor to identify itself to Customers on all quotes, invoices, and correspondence with the NITAAC contracting/administrative staff. The Federal Procurement Data System – next generation (FPDS-ng) and Electronic Subcontracting Reporting System (eSRS) utilize the Procurement Instrument Identifier (PIID) as the unique identifier for each contract. This PIID Number can also be used by Customers to report Contractor Past Performance information in the Contractor Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS), etc. The PIID numbers on ECS III are not the same as the ECS III Contract Number. A crosswalk between the PIID Numbers and the ECS III Contract Numbers are available on the NITAAC website at http://nitaac.nih.gov/nitaac/sites/default/files/Products_PIID.pdf.

G.6 NIH PROCESSING FEE

G.6.1 NIH Processing Fee Rules A one-half (1/2) percent processing fee for ECS III contracts will be assessed on the order amount for all Customer agencies for each individual delivery order, modification or exercise of an option. ECS III contracts require that the NIH ½ % processing fee must be paid on the first invoice based on the funding document/order, and it is not subject to downward adjustment. The processing fee covers the cost for package processing, contract management, contract-wide recording, tracking, and monitoring, reporting and problem resolution. If the order is canceled before work commences by the Contractor, the NIH processing fee will not be charged. The NIH ½ % processing fee is not refundable. If the scope and price are reduced, the processing fee will not be reduced. Delivery order modifications resulting in additional monetary obligations are assessed the NIH ½ % processing fee on the additional obligated amount. The processing fee cap of $10,000 applies for each individual delivery order, modification or exercise of an option.

G.6.2 Payment Of NIH Processing Fee Once Electronic Funds Transfers (EFTs) are implemented by the Government, all contractors will be required to register in the EFT system (Pay.gov) and to pay all NIH processing fees monthly through this method. Until EFTs are made available, a check for the NIH ½ % processing fee must be sent monthly for the sum of all NIH processing fee payments received by the Contractor for the previous month. The Contractor must

bill the ½ % fee on the first invoice to the customer. The check should be sent to the NIH cashier's office at the following address:

NIH, OFM, FSB
Building 10, Room 1C-4623, Cashier's Office
9000 Rockville Pike Bethesda, Maryland 20892-2054

Checks/EFTs shall only cover ECS III payments. Checks or EFTs for contracts other than ECS III must be paid separately. Checks/EFTs must be payable to NIH and identified with the following information:

NITAAC
Contract Name (ECS-III)
Contract Number
Appropriation/CAN Number

Until EFTs are made available, a copy of the check should be submitted on-line in the ECS III Web based system. Scans of multiple checks can be uploaded in any of the following formats: PDF, JPEG, or TIFF.

G.6.3 Monthly Check Report The online check/EFT report will allow the vendor to relate which NIH processing fee(s) was paid by each remittance (check/EFT), showing individual dollar amounts and identifying the ECS III Tracking Number of each order. All modifications to the original orders will be listed as a separate line item. The reported information must total to the amount of the check/EFT and include the check number or EFT confirmation number. This information must be submitted in the ECS III Web based system no later than the 10th of the month following the collection activity. If the Contractor does not adhere to all of the contract requirements as stated above, it may be subject to a moratorium of its contract. During the moratorium, the Contractor shall be precluded from accepting orders under this contract.

G.7 CUSTOMER AGENCY REPORTING REQUIREMENTS

The Customer will be responsible for either uploading a copy of each delivery order into the ECS III quoting system or sending a scanned copy to the NITAAC Helpdesk at the following e-mail address:

NITAACsupport@nih.gov

G.8 FAIR OPPORTUNITY TO BE CONSIDERED

Unless one of the exceptions at FAR 16.505(b) (2) applies and is fully documented by the customer, for each delivery order, the requirements of the fair opportunity to be considered process shall be deemed to have been met if

1. The customer considers the products and prices of all of the ECS III Prime Contractors that offer the ECS III lot(s) covered by the customer's delivery order requirement.
2. The Customer uses the NITAAC ECS III Quoting System to initiate the RFQ.

The Customer shall compare all the ECS III quotations received, taking into account Contractors' past performance, delivery schedules, prices, and other factors pertinent to the particular delivery order. The customer's delivery order file shall document the process and provide the rationale for selection of the Contractor for the particular delivery order. (Section H.5 describes the Delivery Order Procedures required by the contract in further detail.)

G.9 CONTRACT DELIVERY ORDER SYSTEM

A new NITAAC Delivery Order System is under development. Listed below is the basic information for the new system, you will be notified when the system is available for use.

G.10 BUSINESS PROCEDURE ENVIRONMENT NIH in accordance with FAR 4.5 Electronic Commerce in Contracting shall exercise broad discretion in selecting the hardware and software that will be used in conducting electronic commerce including electronic signatures. In accordance with the Government Paperwork Elimination Act of October 21, 1998, Title XVII of Division C of Public Law 105-277 and Public Law 106-229 enacted June 30, 2000 for electronic signatures, NITAAC intends to maximize e-commerce and shall require any system developer of any e-commerce system to fully comply with the enumerated acts. This requirement includes any succeeding regulations that are enacted during the life of the contract. It is anticipated that the only system requirements imposed on Contractors are a Web Browser, an Internet connection and a digital certificate by NITAAC.

G.11 ELECTRONIC COMMERCE NITAAC, with the assistance of NIH Institutes and Centers, will maintain a record of all information relevant to order processing and contract administration. NITAAC is implementing Electronic Commerce to facilitate to the greatest degree possible the paperless processing of all NIH ECS III orders, reports, pricing information, and other relevant business documents in accordance with laws and regulations stated above. These integrated Web based electronic commerce services will greatly enhance the speed and efficiency of interaction between NITAAC and Contractors. The services being considered include, but are not limited to, the ECS III Quoting System, Web based fee accounting system, and on-line catalog. All ECS III Contractors will be required to use the electronic commerce system to interact with NITAAC as the systems become available. As part of this interaction, each Contractor shall establish a single e-mail address for its company for the purpose of receiving RFQs from the NITAAC ECS III Quoting System.

G.12 WEB BASED FEE ACCOUNTING SYSTEM Contractors shall use a Web based fee accounting system to submit and validate all fees associated with orders placed under this contract. NITAAC finance personnel will use the system to interact with Contractors to ensure full accounting and resolve discrepancies. Full reporting on the status of all orders and account information will be available to the Contractor through the system.

G.13 INFORMATION TECHNOLOGY ACCESSIBILITY FOR PERSONS WITH DISABITIES All services delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 SUBCONRACTING PROVISIONS

H.1.1 Small Business and Small Disadvantaged Business Subcontracting Plan

The subcontracting plan goals negotiated with "other" than small business in all the socioeconomic categories under this contract will be based on projected subcontracting opportunities identified under projected cumulative delivery order activity for the life of the contract.

H.1.1.1 The plan and any subsequent modifications must be submitted to the NIH Contracting Officer prior to the award of a delivery order at or exceeding $500,000.

H.1.1.2 The Small Business and Small Disadvantaged Business Subcontracting Plan will be attached and made a part of the contract.

H.1.1.3 The failure or any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled A Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns incorporated in this contract and the subsequent subcontracting plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled A Liquidated Damages - Subcontracting Plan.

H.1.2 Subcontracting Reports

The Contractor shall submit the Summary Subcontracting Report (SSR) on-line at http://www.esrs.gov. The SSR is used to report total subcontracting activity annually for the period October 1 through September 30. The report is due within 30 days following this period each year, on or before October 30. (Note - this reporting requirement will be effective upon receipt of a delivery order at or exceeding $650,000.)

H.2 ENERGY STAR® REQUIREMENTS

In compliance with Executive Order 13123 (requiring agencies to purchase ENERGY STAR® and other energy efficient products, where life-cycle cost-effective), all microcomputers, including personal computers, monitors, and printers that are acquired using Government funds in performance of a contract shall be equipped with or meet energy efficient low-power standby feature as defined by the EPA ENERGY STAR® program unless the equipment always meets EPA ENERGY STAR® efficiency levels. For product groups where ENERGY STAR® labels are not yet available, agencies shall acquire products that are in the upper 25 percent of energy efficiency as designated by FEMP. The microcomputer, as configures with all components, must be ENERGY STAR® compliant. This low power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar power managed modules. If the equipment will be used on a local area network, the Contractor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

H.3 GOVERNMENT DATA SUPPLIED TO THE CONTRACTOR

During the course of the contract, the Contractor may have access to Government data relevant to this project, as required. Any information not previously published, received from the Government in connection with this contract, or furnished to the Contractor from other sources under this contract, will be restricted to this project and may not be disclosed or used for any

other purpose without the prior written approval of the Contracting Officer. These restrictions do not apply to information which:

(a) currently or subsequently enters the public domain
(b) has been released to any third party, without restrictions, or
(c) is obtained by the Contractor independent of the Government.

H.4 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below: (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence. (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

H.5 DELIVERY ORDER PROCEDURES

H.5.1 For purposes of this contract and all modifications issued under this contract, the term “delivery order” includes the following:

Delivery orders
Purchase card transactions
NIH record of call

The term “best value” means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).

H.5.2 Customer's Responsibilities

H.5.2.1 Market Research Upon determining its requirements, the customer performs market research and determines whether or not a contractor can provide the IT products/services required. All sources should be accessed to determine the best value to the Government for the product or service. The ECS III “Prime Contractor” list on the NITAAC website (nitaac.nih.gov) indicates which Lot(s) each Contractor offers and gives a URL for the Contractor’s website. Contractor catalogs can be accessed through the Contractor’s website.

H.5.2.2 Request For Quotation In order to meet the FAR requirement at FAR 16.505(b) for "fair opportunity to be considered", the Customer shall consider all the ECS III Contractors for a delivery order requirement who have received an award in the ECS III Lots(s) covered by the

delivery order requirement (qualified contractors). This includes determining whether or not the contractor can provide the IT products/services required. All eligible sources should be accessed to determine the best value to the Government for the product or service. Unless an exception to the Fair Opportunity to be Considered (FOC) requirement exists, the NITAAC ECS III Quoting System automatically ensures fair opportunity by disseminating the RFQ to all qualified Contractors.

The Customer shall then make a best value judgment by comparing all the quotations received before awarding the delivery order. See Section 5.1 for the definition of “best value.” The Customer must document the rationale if the lowest priced offer was not accepted, including the basis for the award and the rationale for any tradeoffs among price and non-price considerations (see FAR 16.505(b)(4)).

H.5.2.3 Exception to Fair Opportunity to be Considered The Customer, taking into consideration price, delivery scheduling, past performance, quality, etc., performs a best value analysis and documents the source selection decision in its official task order file. If the decision is made that one of the exceptions to the "fair opportunity to be considered" process contained at FAR 16.505(b)(2) applies, the rationale for the use of the exception chosen must be fully documented in the official delivery order file, and signed by the Agency Contracting Officer or other designated agency official appointed in accordance with agency regulations.

H.5.2.4 RESERVED.

H.5.2.5 Quotes The Customer shall only consider a quote submitted by an ECS III Prime Contractor, not by an affiliate of the Prime Contractor (e.g., business partner, subsidiary or subcontractor).

H.5.2.6 RESERVED.

H.5.2.7 RESERVED.

H.5.2.8 Accountable Management Official The order must be signed by the customer's Accountable Management Official (AMO) (See Section G.3).

H.5.2.9 Delivery Order Close-out When the Customer has determined that all delivery order requirements were met and the delivery order performance is complete, the Contracting Officer’s Technical Representative (COTR) and the AMO sign the acceptance of the final product or completion statement. This ensures that all DO requirements were met, that is, all deliverables were received on time and were technically acceptable, all the Government Furnished Products (GFP) or Government Furnished Information (GFI) have been appropriately distributed, etc. The signed acceptance or delivery order is forwarded back to the originating procurement office and placed in the official procurement file.

H.5.3 Contractor's Responsibilities

H.5.3.1 Quotes Any quote submitted to a customer under ECS III shall only be submitted by an ECS III Contractor, not by an affiliate of the Contractor (e.g., business partner, subsidiary or subcontractor).

H.5.3.2 ECS III Tracking Number and Contract Line Item Numbers

The Contractor shall not accept a DO from a customer that does not contain the NITAAC ECS III Tracking Number and list of CLINs for the items being ordered. Upon receipt, the Contractor shall validate the accuracy of all delivery orders and work with the customer to ensure that the NITAAC ECS III Tracking Number and list of CLINs has been provided on the orders.

H.5.3.3 Processing Fee Upon receipt of each delivery order placed against this contract by a customer, the Contractor shall review the order to ensure that the delivery order total contains the NIH ½ % processing fee. If the NIH ½ % processing fee is omitted or is calculated incorrectly, or the order amount is incorrect, the Contractor must contact the customer and request a corrected delivery order before it can be accepted.

H.5.3.4 RESERVED

H.5.3.5 Monthly Sales Report The Contractor shall upload a complete copy of each delivery order along with the monthly sales report submitted to the NIH in accordance with Section II, Section G.5 of the contract.

H.5.3.6 Delivery Order Modifications The Contractor shall clearly identify all delivery order modifications with the original ECS III Tracking Number and a numerical extension (e.g. 01, 02, 03 etc.) that corresponds to the appropriate modifications.

H.5.3.7 Procedure Compliance If the Contractor does not comply with these procedures, it will be subject to a moratorium, of this contract, during which it may not accept any new orders.

H.5.3.8 Delivery Order Close-out Upon completion/acceptance of the delivery order, the Contractor submits the final invoice to the COTR and AMO. This invoice shall include a statement that the invoice is a “final” invoice and that all costs have been accounted for and billed. The Prime Contractor must forward a copy of the final invoice to the ECS III Contracting Officer and the NITAAC Financial Team within five business days of invoicing the customer.

H.6 RESERVED.

H.7 YEAR 2000 WARRANTY - COMMERCIAL SUPPLY ITEMS

The Contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data within. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provisions to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.8 PAST PERFORMANCE EVALUATIONS

The Customer's COTR is responsible for completing past performance evaluations of the Contractor as required by the FAR (See FAR Subpart 42.15 Contractor Performance Information).

H.9 TECHNOLOGY UPGRADES/REFRESHMENTS

The Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract. A Contractor may not accept any delivery order until the technology improvement product or service has been approved for addition to the contract by the Government.

H.9.1 As a minimum, the following information shall be submitted by the Contractor with each proposal:

H.9.1.1 A price table of the proposed items, containing the information in the format specified in Section B.2.

H.9.1.2 RESERVED.

H.9.1.3 RESERVED.

H.9.1.4 RESERVED.

H.9.1.5 RESERVED.

H.9.1.6 RESERVED.

H.9.1.7 RESERVED.

H.9.1.8 The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

H.9.1.9 If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the Contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

H.9.1.10 The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

H.9.1.11 If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with

the procedures of the "Changes" clause at FAR 52.243-1. The resulting contract modification will state that it is made pursuant to this clause.

H.10 LEASING

The Government contemplates leases of the following types: lease to ownership; lease with an option to purchase; and straight lease IT equipment. All leases may include integrated installation and warranty. If Government awards a Delivery Order for leased equipment, it contemplated the use of the equipment for the entire term of the lease identified (Lease Term). However, the Lease Term of the Lease agreement is from the date of acceptance of the equipment through September 30 of the fiscal year in which the delivery order is placed. Acceptance shall be defined in each Delivery Order.

H.10.1 Credits / Discontinuance Notice When discontinuing lease pursuant to the clause, the Government will give the Contractor thirty (30) days prior written notice of discontinued service or a shorter notice when agreed to by the Contractor.

H.10.2 Credit Refunds - The Government shall retain the credits. These credits may be used to extend the lease agreement at no additional cost in the amount of the credits. No money will be refunded back to the Government for credits.

H.10.3 Leasing documentation - Leasing documentation will be required for each leasing agreement delivery order.

H.11 SECURITY

In addition to Statement of Work security requirements defined in Section C.5.4, Security, the provisions below apply to HHS orders. Other security requirements may apply and the customer is responsible for defining these additional requirements in the delivery order. For orders from other agencies, the respective security requirements of that agency apply.

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); http://csrc.nist.gov/drivers/documents/FISMA-final.pdf

HHS-OCIO Policy for Information Systems Security and Privacy (IS2P) (Sept. 22, 2010); *http://intranet.hhs.gov/infosec/policies_topic.html (* In the event that the security requirements defined here are updated by HHS, the latest security requirements defined by the HHS Office of the Chief Information Officer's (OCIO) will apply.) Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); http://csrc.nist.gov/drivers/documents/FISMA-final.pdf Security and Privacy (IS2P) (Sept. 22, 2010); http://intranet.hhs.gov/infosec/policies_topic.html)

PART III - CONTRACT CLAUSES

SECTION A – FAR Clause 52.212-4

CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (June 2010)

A.1 Paragraph (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

A.2 Paragraph (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

A.3 Paragraph (c) Changes*.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

A.4 Paragraph (d) Disputes*.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

A.5 Paragraph (e) Definitions*.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

A.6 Paragraph (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the

Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

A.7 Paragraph (g) Invoice.
(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

A.8 Paragraph (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

A.9 Paragraph (i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

A.10 Paragraph (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

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

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

A.11 Paragraph (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

A.12 Paragraph (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting

the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

A.13 Paragraph (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

A.14 Paragraph (n) Title*.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

A.15 Paragraph (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.16 Paragraph (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

A.17 Paragraph (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

A.18 Paragraph (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

A.19 Paragraph (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

A.20 Paragraph (t) Central Contractor Registration (CCR).

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

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

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757

Addenda to FAR 52.212-4

1. Stop Work Order, FAR Clause 52.242-15 (August 1989)

[In accordance with FAR 42.1305 (b)(1) and FAR 12.302, the clause at FAR 52.242-15, Stop Work Order is incorporated herein. This clause is not applicable to fixed-price construction or Architect & Engineering contracts.]

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION B – ADDENDUM TO CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

B.1 Far 52.216-22 Indefinite Quantity (Oct 1995)

B.1.1 Paragraph (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

B.1.2 Paragraph (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum" The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

B.1.3 Paragraph (c) Except for any limitations on quantities in the Order Limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.1.4 Paragraph (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after November 25, 2019.

B.2 FAR 52.216-18 Ordering (Oct 1995)

B.2.1 Orders may be issued from date of award through expiration date.

B.2.2 Paragraph (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 11/27/02 through 11/25/2014.

B.2.3 Paragraph (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.

B.2.4 Paragraph (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.

B.3 FAR 52.216-19 Order Limitations (Oct 1995)

B.3.1 Paragraph (a) ***Minimum order.*** When the Government requires supplies or services covered by this contract in an amount of less than $100.00 the government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

B.3.2 Paragraph (b) ***Maximum order.*** The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $20 million;
(2) Any order for a combination of items in excess of $30 million; or
(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

B.3.3 Paragraph (c) If this is a requirement 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) of this section.

B.3.4 Paragraph (d) Notwithstanding paragraphs (b) and (c) of this section, 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 five business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

B.4 FAR 52.216-2 Economic Price Adjustment - Standard Supplies (JAN 1997)

B.4.1 Paragraph (a) The Contractor warrants that the unit prices stated in the Schedule for Section B.2.1—Price Tables/Lots are not in excess of the Contractor's applicable established prices in effect on the contract date for like quantities of the same items. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that

(1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public,

(2) meets the criteria of subsection 15.804-1 of the Federal Acquisition Regulation (FAR), and

(3) is the net price after applying any standard trade discounts offered by the Contractor.

B.4.2 Paragraph (b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly. The Contractor shall certify

(1) on each invoice that each unit price stated in it reflects all decreases required by this clause or

(2) on the final invoice that all required price decreases have been applied as required by this clause.

B.4.3 Paragraph (c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (I) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver

before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

B.4.4 Paragraph (d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at contract unit price, increased to the extent provided by paragraph (c) of this clause.

B.5 FAR 52.243-1 Changes—Fixed-Price (Aug 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
(2) Method of shipment or packing.
(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

B.6 The following clauses are incorporated by reference into this contract, with the same force and effect as if they were given in full text.

52.219-16 Liquidated Damages - Subcontract Plan (JAN 99)
52.228-05 Insurance - Work on Government Installation (JAN 97)
52.247-35 F.O.B. Destination Within Consignee's Premises (APR 84)

B.7 FAR 52.204-2, Security Requirements (AUGUST 1996)

(FAR 52.204-2 presented below, applies to orders that require Contractor access to classified information under the national security designations Level 2 (confidential or secret), level 3 (top secret), or level 4 (special access). Alternate 1 to FAR 52.204-2 is not included below as it pertains to cost contracts--ECS III orders are fixed price. Alternate 2 to FAR 52.204-2 is not included below as it pertains to construction and architect-engineer contracts, which are outside of the Information Technology scope of ECS III.

B.7.1 Paragraph (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

B.7.2 Paragraph (b) The Contractor shall comply with-

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

B.7.3 Paragraph (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

B.7.4 Paragraph (c) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

B.8 FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at *http://www.ccr.gov*.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

SECTION C – FAR Clause 52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (November 2011)

All Contract Clauses are applicable under Section C

C.1 Paragraph (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).

C.2 Paragraph (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*.]

_**X**_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_**X**_ (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)).

_**X**_ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 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 (JUL 2010) (Pub.L. 109-282)(31 U.S.C. 6101 note).

_**X**_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub.L. 111-5).

_**X**_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over $30,000).

__ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

_X_ (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

_X_ (9) 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).

__ (10) [Removed]

_X_ (11) (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).

_X_ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
__ (ii) Alternate I (OCT 1995) of 52.219-7.
__ (iii) Alternate II (MAR 2004) of 52.219-7.

_X_ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

_X_ (14) (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

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

_X_ (16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

_X_ (17) 52.219-16, Liquidated Damages–Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)}.

__ (18) (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.

__ (19) 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).

__ (20) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

_X_ (24) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

__ (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X_ (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

_X_ (30) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

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

__ (33) 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.)

__ (34) (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.)

_X_ (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

_X_ (36) (i) 52.233-16, 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.

_X_ (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011).

__ (38) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

__ (39) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 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.

_X_ (40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

_**X**_ (41) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

__ (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_**X**_ (44) 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)).

__ (45) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_**X**_ (46) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__ (47) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_**X**_ (48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

_**X**_ (49) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (50) (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.3 Paragraph (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 U.S.C. 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 (SEP 2008) (31 U.S.C. 5112(p)(1)).

C.4 Paragraph (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.

C.5 Paragraph (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 (October 2010) (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 (FEB 2009) (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 (Nov 2007) (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 (February 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)

PART IV – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS- SPECIFICATIONS THAT ARE HEREBY MADE A PART OF THIS CONTRACT.

LIST OF ATTACHMENTS

ATTACHMENT NUMBER JA.1 Enterprise License Agreement Approval Form Enterprise License Agreement Approval Form (MS Excel Format)

ATTACHMENT NUMBER JA.2 NITAAC Proposal Number Prefix Assignments NITAAC Proposal Number Prefix Assignments (Word Format)

ATTACHMENT NUMBER JA.3 RESERVED

LIST OF PRICING TABLE ATTACHMENTS

ATTACHMENT NUMBER JT.1 ECS III Add/Delete Price Table: Lots 1 – 6 Commercial-off-the-Shelf Products and Direct Related Support Services

ATTACHMENT NUMBER JT.2 ECS III Price Increase Price Table: CLIN Price Increases

ATTACHMENT NUMBER JT.3 ECS III Streamlined Price Table: Lots 1- 6 Commercial-off-the-Shelf Products and Related Support Services, Price Increase and Decreases, Deletions and Administrative Changes.