

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 07/06/2011		2. CONTRACT NO. (If any)		6. SHIP TO: a. NAME OF CONSIGNEE U.S. DOT/Maritime Administration	
3. ORDER NO. DTMA-91-V-2011-0187		4. REQUISITION/REFERENCE NO. MA-PR340-20110085		b. STREET ADDRESS Office of Acquisition MAR-380 1200 New Jersey Avenue, SE MAIL STOP W-28-201	
5. ISSUING OFFICE (Address correspondence to) U.S. DOT/ Maritime Administration Office of Acquisition MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001		c. CITY Washington		d. STATE DC	e. ZIP CODE 20590-0001
7. TO: Paul Svec, Govt Business POC		f. SHIP VIA			
a. NAME OF CONTRACTOR TEAM ONE SOLUTIONS, INC		8. TYPE OF ORDER			
b. COMPANY NAME		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 14729 Catalina St		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY San Leandro		e. STATE CA	f. ZIP CODE 94577-6609		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE Ofc. of Chief Information Officer			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 5 Days After Award		16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination				

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Avaya MGD Spares					
	Team One Pro Services Support for SF and Benica					
	Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME		MARAD A/P INVOICES				\$20,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)		P.O. BOX 25710				\$20,000.00	
c. CITY		d. STATE	e. ZIP CODE					
OKLAHOMA CITY		OK	73125					

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Katina Barham TITLE: CONTRACTING/ORDERING OFFICER	
			

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

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
0001	Admin Office: U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE Mail Stop W-28-201 Washington DC 20590-0001  Accounting Info: 70XR161710.2011.93040ADP00.1161000000.31270. 61006600/7011613040ADP0 Period of Performance: 07/06/2011 to 11/30/2012  Support, warranty and maintenance for San Francisco's and Suisan Bay VOIP ect.  1 GF6300232 AVAYA MGD SPARES NBD BCM 400 BASE UNIT 2 \$1,248.30 \$2,496.60  2 GF6300233 AVAYA MGD SPARES NBD BCM 400 EXP UNIT 2 \$489.00 \$978.00  3 GF6300AB6 AVAYA MGD SPARES NBD BCM 400 ASM8, ASM32 10 \$145.50 \$1,455.00  4 GF6300AB7 AVAYA MGD SPARES NBD BCM 400 DTM 4 \$210.00 \$840.00  5 TOSSBLOCK TEAM ONE PRO SERVICES SUPPORT for SF AND BENICIA 20 \$100.00 \$2,000.00  24X7X4 C2851&#8208;VSEC/K9 CON&#8208;SNTP&#8208;C2851VK9 2851 Voice  Security Bundle,PVDM2&#8208;48,Adv IP Serv,128F/512D FTX1343AK79 4&#8208;Dec&#8208;11 3&#8208;Dec&#8208;12 \$1,173.00  8X5XNBD CP&#8208;7937G= CON&#8208;SNT&#8208;CP7937 Cisco IP Conference Station 7937 Global 0004F2E65C73 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$48.00  8X5XNBD CP&#8208;7937G= Continued ...					20,000.00	

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

\$20,000.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	CON&#8208;SNT&#8208;CP7937 Cisco IP Conference Station 7937 Global 0004F2E65A6B 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$48.00  8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133486BV 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00  8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133486B1 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00  8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133485FV 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00  8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH13348632 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00  8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133486A0 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00  8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334876R 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00  8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH13348665 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00 Continued ...					

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\$0.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133485MZ 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133486AL 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133488N5 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334868A 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH13348AGP 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH13348637 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334868G 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare Continued ...					

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\$0.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	FCH1334863R 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH13348AFF 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334864K 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133485J7 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334862Z 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334894V 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133485T0 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= CON&#8208;SNT&#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334851E 4&#8208;Nov&#8208;11 3&#8208;Nov&#8208;12 \$8.00					
	8X5XNBD CP&#8208;7945G= Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

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

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DATE OF ORDER  
07/06/2011

CONTRACT NO.

ORDER NO.

DTMA-91-V-2011-0187

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>CON&amp;#8208;SNT&amp;#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133483DW 4&amp;#8208;Nov&amp;#8208;11 3&amp;#8208;Nov&amp;#8208;12 \$8.00</p> <p>8X5XNBD CP&amp;#8208;7945G= CON&amp;#8208;SNT&amp;#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH1334845S 4&amp;#8208;Nov&amp;#8208;11 3&amp;#8208;Nov&amp;#8208;12 \$8.00</p> <p>8X5XNBD CP&amp;#8208;7945G= CON&amp;#8208;SNT&amp;#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133483DL 4&amp;#8208;Nov&amp;#8208;11 3&amp;#8208;Nov&amp;#8208;12 \$8.00</p> <p>8X5XNBD CP&amp;#8208;7945G= CON&amp;#8208;SNT&amp;#8208;CP7945 Cisco IP Phone 7945, Gig Ethernet, Color, spare FCH133484MJ 4&amp;#8208;Nov&amp;#8208;11 3&amp;#8208;Nov&amp;#8208;12 \$8.00</p> <p>SW APPL NME&amp;#8208;CUE= CON&amp;#8208;SAU&amp;#8208;NMECUE Cisco Unity Express Network Module Enhanced (8 Ports Incl.) 4&amp;#8208;Nov&amp;#8208;11 3&amp;#8208;Nov&amp;#8208;12 \$270.00 TOTAL \$1,747.00</p> <p>The total amount of award: \$20,000.00. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

#### **52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).**

As prescribed in [13.302-5\(d\)](#), insert the following clause:

##### TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

(ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

(v) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

(2) Listed below are additional clauses that apply:

(i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(ii) [52.232-1](#), Payments (Apr 1984).

(iii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).

(iv) [52.232-11](#), Extras (Apr 1984).

(v) [52.232-25](#), Prompt Payment (Oct 2008).

(vi) [52.233-1](#), Disputes (July 2002).

(vii) [52.244-6](#), Subcontracts for Commercial Items (Jan 2011).

(viii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Oct 2010) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) [52.222-37](#), Employment Reports on Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;  
(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;  
(C) Furnished by the Contractor for use by the Government; or  
(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or  
(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)

(2) Listed below are additional clauses that may apply:

(i) [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). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR [52.252-2](#), *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of 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.

(e) *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.

(f) *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 that 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 that reasonably could have been avoided.

(g) *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.

(h) *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.

(End of clause)