

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 48									
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. M6785423A5005		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/ CALL 2022 Dec 16		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY							
6. ISSUED BY COMMANDER MARCORSY SCOM CODE CT 2200 LESTER STREET QUANTICO VA 22134-6050			7. ADMINISTERED BY SEE ITEM 6		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)										
9. CONTRACTOR MID-ATLANTIC COMPUTER SERVICES, INC. PROCUSTOM GROUP AND ACME GOVERNMENT SYST 13030 ALONDRA BLVD STE 101 CERRITOS CA 90703-2265			10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED WOMEN-OWNED										
12. DISCOUNT TERMS Net 30 Days			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15												
14. SHIP TO SEE SCHEDULE			15. PAYMENT WILL BE MADE BY DFAS COLUMBUS PO BOX 182317 COLUMBUS OH 43218-2317			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.									
16. TYPE OF ORDER		DELIVERY/ CALL PURCHASE		This delivery order/ call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated Furnish the following on terms specified herein. REF:											
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)									
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1															
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT				
		SEE SCHEDULE													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: EMAIL: BY:				25. TOTAL							
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE SIGNATURE OF AUTHORIZED GOVT. REP.				27. SHIP NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. DO VOUCHER NO.		29. DIFFERENCES							
30. INITIALS				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR							
34. CHECK NUMBER				35. BILL OF LADING NO.											
36. I certify this account is correct and proper for payment. DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. SR VOUCHER NO.	

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: (b)(4)

BPA Call Limit: \$0.00

Period of Performance: 16-Dec-2022 to 15-Dec-2025

PSC Codes:

7K20

<u>SUPPLIES OR SERVICES AND PRICE</u>					
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Ruggedized EMD FFP The Contractor shall provide the Ruggedized Electronic Maintenance Device (EMD) in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022. Ordering period 12 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	3,000	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		3,000	Each	(b)(4)	(b)(4)

Expansion Laptop Battery
FFP

Additional Replacement for Rechargeable Ruggedized Laptop Battery

The Contractor shall provide the Expansion Laptop Battery in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) EMD Specification dated 14 February 2022. Ordering period 12 months ADC

Specifications (Attachment 1 pg.5):

The expansion battery shall provide additional runtime beyond the 8 hours specified for the primary battery.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		3,000	Each	(b)(4)	(b)(4)

Universal Back Pack, Computer
FFP

For ruggedized EMD. The Contractor shall provide the Universal Back Pack, Computer in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		3,000	Each	(b)(4)	(b)(4)

Adapter, Power/ NATO
FFP

For ruggedized EMD. The Contractor shall provide the Adapter, Power/NATO in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Battery Charger FFP Standalone ruggedized EMD battery charger for Rechargeable Ruggedized Laptop Battery. The Contractor shall provide the Battery Charger in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	3,000	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		3,000	Each	(b)(4)	(b)(4)

Ethernet Cable, 20 ft.

FFP

The Contractor shall provide the Ethernet Cable, 20 ft. in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. This cable CANNOT be red. Ordering period 12 months ADC

Specifications (Attachment 1 pg. 5):

Must have RJ45 connectors at both ends of cable

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		3,000	Each	(b)(4)	(b)(4)

Strap Assembly

FFP

For ruggedized EMD. The Contractor shall provide the Strap Assembly in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	External USB DVD-ROM/CD-RW drive FFP For ruggedized EMD. Necessary with US Government thumb drive restrictions. The Contractor shall provide the External USB DVD-ROM/CD-RW Drive in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	3,000	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		200	Each	(b)(4)	(b)(4)

Spares/ Hard Drive
FFP

For ruggedized EMD. The Contractor shall provide the Spares/Hard Drive in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. This internal hard drive will match the initial hard drive installed in the EMD. Ordering period 12 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		50	Each	(b)(4)	(b)(4)

Spares/ Battery
FFP

For ruggedized EMD. The Contractor shall provide the Spares/Battery in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. This battery will match the primary battery used in the EMD proposed solution. Ordering period 12 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Spares/ A/C Power Adapter FFP	200	Each	(b)(4)	(b)(4)

Spares/ A/C Power Adapter
FFP

For ruggedized EMD. The Contractor shall provide the Spares/A/C Power Adapter in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. These A/C power adapters will match the original power adapter part provided within the EMD CLIN. Ordering period 12 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Ruggedized EMD FFP	2,500	Each	(b)(4)	(b)(4)

The Contractor shall provide the Ruggedized Electronic Maintenance Device (EMD) in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022. Ordering period 12-24 months
ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Expansion Laptop Battery FFP Additional Replacement for Rechargeable Ruggedized Laptop Battery	2,500	Each	(b)(4)	(b)(4)

The Contractor shall provide the Expansion Laptop Battery in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) EMD Specification dated 14 February 2022. Ordering period 12 months ADC

Specifications (Attachment 1 pg.5):

The expansion battery shall provide additional runtime beyond the 8 hours specified for the primary battery.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Universal Back Pack, Computer FFP	2,500	Each	(b)(4)	(b)(4)

For ruggedized EMD. The Contractor shall provide the Universal Back Pack, Computer in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12-24 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Adapter, Power/ NATO FFP For ruggedized EMD. The Contractor shall provide the Adapter, Power/NATO in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12-24 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Battery Charger FFP Standalone ruggedized EMD battery charger for Rechargeable Ruggedized Laptop Battery. The Contractor shall provide the Battery Charger in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12-24 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Ethernet Cable, 20 ft. FFP The Contractor shall provide the Ethernet Cable, 20 ft. in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. This cable CANNOT be red. Ordering period 12-24 months ADC Specifications (Attachment 1 pg. 5): Must have RJ45 connectors at both ends of cable NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Strap Assembly FFP For ruggedized EMD. The Contractor shall provide the Strap Assembly in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12-24 months ADC	2,500	Each	(b)(4)	(b)(4)
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20					
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	External USB DVD-ROM/CD-RW drive FFP For ruggedized EMD. Necessary with US Government thumb drive restrictions. The Contractor shall provide the External USB DVD-ROM/CD-RW Drive in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 12-24 months ADC	2,500	Each	(b)(4)	(b)(4)
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20					
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Spares/ Hard Drive FFP For ruggedized EMD. The Contractor shall provide the Spares/Hard Drive in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. This internal hard drive will match the initial hard drive installed in the EMD. Ordering period 12-24 months ADC	200	Each	(b)(4)	(b)(4)
<p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: 7K20</p>					
MAX NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	Spares/ Battery FFP For ruggedized EMD. The Contractor shall provide the Spares/Battery in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. This battery will match the primary battery used in the EMD proposed solution. Ordering period 12-24 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	50	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011 OPTION	Spares/ A/C Power Adapter FFP For ruggedized EMD. The Contractor shall provide the Spares/A/C Power Adapter in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. These A/C power adapters will match the original power adapter part provided within the EMD CLIN. Ordering period 12-24 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	200	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Ruggedized EMD FFP The Contractor shall provide the Ruggedized Electronic Maintenance Device (EMD) in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022. Ordering period 24-36 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Expansion Laptop Battery FFP Additional Replacement for Rechargeable Ruggedized Laptop Battery	2,500	Each	(b)(4)	(b)(4)

The Contractor shall provide the Expansion Laptop Battery in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) EMD Specification dated 14 February 2022. Ordering period 12 months ADC

Specifications (Attachment 1 pg.5):

The expansion battery shall provide additional runtime beyond the 8 hours specified for the primary battery.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Universal Back Pack, Computer FFP	2,500	Each	(b)(4)	(b)(4)

For ruggedized EMD. The Contractor shall provide the Universal Back Pack, Computer in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 24-36 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Adapter, Power/ NATO FFP For ruggedized EMD. The Contractor shall provide the Adapter, Power/NATO in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 24-36 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Battery Charger FFP Standalone ruggedized EMD battery charger for Rechargeable Ruggedized Laptop Battery. The Contractor shall provide the Battery Charger in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 24-36 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Ethernet Cable, 20 ft. FFP The Contractor shall provide the Ethernet Cable, 20 ft. in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. This cable CANNOT be red. Ordering period 24-36 months ADC Specifications (Attachment 1 pg. 5): Must have RJ45 connectors at both ends of cable NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Strap Assembly FFP For ruggedized EMD. The Contractor shall provide the Strap Assembly in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 24-36 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	External USB DVD-ROM/CD-RW drive FFP For ruggedized EMD. Necessary with US Government thumb drive restrictions. The Contractor shall provide the External USB DVD-ROM/CD-RW Drive in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Accessories section. Ordering period 24-36 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	2,500	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	Spares/ Hard Drive FFP	200	Each	(b)(4)	(b)(4)

For ruggedized EMD. The Contractor shall provide the Spares/Hard Drive in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. This internal hard drive will match the initial hard drive installed in the EMD. Ordering period 24-36 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010 OPTION	Spares/ Battery FFP For ruggedized EMD. The Contractor shall provide the Spares/Battery in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. This battery will match the primary battery used in the EMD proposed solution. Ordering period 24-36 months ADC NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 7K20	50	Each	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011		200	Each	(b)(4)	(b)(4)

OPTION

Spares/ A/C Power Adapter
FFP

For ruggedized EMD. The Contractor shall provide the Spares/A/C Power Adapter in accordance with Attachment 1, Electronic Maintenance Support System (EMSS) Kit Specification dated 14 February 2022 under the Spares section. These A/C power adapters will match the original power adapter part provided within the EMD CLIN. Ordering period 24-36 months ADC

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 7K20

 MAX
NET AMT

(b)(4)

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government

DELIVERIES OR PERFORMANCE
DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 16-DEC-2022 TO 15-DEC-2023	3,000	BARBARICUM TY HOLT/MATT FISH/TY TANKSLEY 2139 WEST 16TH ST BEDFORD IN 47421 812-360-3590 FOB: Destination	N00164
0002	POP 16-DEC-2022 TO 15-DEC-2023	3,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0003	POP 16-DEC-2022 TO 15-DEC-2023	3,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0004	POP 16-DEC-2022 TO 15-DEC-2023	3,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0005	POP 16-DEC-2022 TO 15-DEC-2023	3,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0006	POP 16-DEC-2022 TO 15-DEC-2023	3,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0007	POP 16-DEC-2022 TO 15-DEC-2023	3,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0008	POP 16-DEC-2022 TO 15-DEC-2023	3,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0009	POP 16-DEC-2022 TO 15-DEC-2023	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0010	POP 16-DEC-2022 TO 15-DEC-2023	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0011	POP 16-DEC-2022 TO 15-DEC-2023	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164

1001	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1002	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1003	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1004	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1005	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1006	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1007	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1008	POP 16-DEC-2023 TO 15-DEC-2024	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1009	POP 16-DEC-2023 TO 15-DEC-2024	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1010	POP 16-DEC-2023 TO 15-DEC-2024	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
1011	POP 16-DEC-2023 TO 15-DEC-2024	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2001	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2002	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2003	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2004	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2005	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2006	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2007	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164

2008	POP 16-DEC-2024 TO 15-DEC-2025	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2009	POP 16-DEC-2024 TO 15-DEC-2025	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2010	POP 16-DEC-2024 TO 15-DEC-2025	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
2011	POP 16-DEC-2024 TO 15-DEC-2025	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164

DELIVERY

The above delivery dates indicate the ordering periods that will be required for BPA call(s) / order(s) placed against a particular CLIN. Calls may be placed against a particular CLIN anytime within the stated ordering period and actual delivery dates will be specified in each Call. Delivery dates for each Call/Order shall be 30 days or as agreed by the Government at the time the Call/Order is issued.

BLANKET PURCHASE AGREEMENT

Pursuant to the General Services Administration (GSA), Federal Supply Schedule (FSS), complete the table with information pertinent to your schedule:

FSS Schedule Number	Title	Model/Mfr. Part #
47QTCA22D0019	Mid-Atlantic Computer Services, Inc.	See Schedule

A Blanket Purchase Agreement (BPA) is hereby established (pursuant to your FSS contract), between Mid-Atlantic Computer Services, Inc. and Marine Corps Systems Command (MCSC) under the terms and conditions of GSA Contract Number: GSA Schedule Number 47QTCA22D0019 and this BPA Number M67854-23-A-5005.

This is a firm-fixed price BPA throughout all option periods. Mid-Atlantic Computer Services, Inc. shall not invoice the Government for any price in excess of the GSA-FSS price effective at the time of placement of the BPA Call/Order.

The Government is obligated only to the extent of authorized purchases actually made under this BPA.

The contractor is required to notify the PCO of any changes within the scope of this BPA made by GSA to the applicable schedule and shall resubmit the updated schedule within 10-days of receipt of the modification. Any changes in prices shall be reviewed and incorporated in the schedule via modification to this BPA.

AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract number and FAR 8.404 and 8.405-3.

It should be noted that this BPA will be awarded on a competitive basis and all follow-on orders will be placed without further competition. No further documentation or justification will be required. In determining best-value to the Government, ordering offices may reference pricing on other Government contractual vehicles in comparison with pricing provided in this BPA. However, if future pricing under the BPA does not prove to be in the best interest of the Government, (i.e. insufficient discount on quantity buys/Spot Discounts) the Government reserves the right to compete the requirements against existing GSA/FSS schedules.

TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. It is the responsibility of the Contractor to maintain a current GSA schedule. The terms and conditions included in this BPA apply to purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the GSA Schedule, this BPA will take precedence.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	AUG 2022
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7008	Sources of Electronic Parts	MAY 2018

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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.

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

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. 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 Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(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, line item number and, if applicable, the order number;

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

(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 products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (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.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

X (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- ____ (13) [Reserved]
- ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-6.
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- X (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2021) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(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.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

X (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

- ____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ____ (ii) Alternate I (OCT 2022) of 52.225-1.
- ____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I (JAN 2021) of 52.225-3.
- ____ (iii) Alternate II (JAN 2021) of 52.225-3.
- ____ (iv) Alternate III (JAN 2021) of 52.225-3.
- ____ (v) Alternate IV (OCT 2022) of 52.225-3.
- ____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
- ____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- X (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- X (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **30 Days prior to the beginning of the next option period**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

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

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

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

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

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract line, subline, or exhibit	
line item No.	Item description

.....	

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

Contract line, subline, or exhibit	
line item No.	Item description

.....	

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

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

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67854
Admin DoDAAC**	M67854
Inspect By DoDAAC	N00164
Ship To Code	N00164
Ship From Code	_____
Mark For Code	N00164
Service Approver (DoDAAC)	M67854/Ext. PM-SMS
Service Acceptor (DoDAAC)	M67854/Ext. PM-SMS
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Thomas Hale at thomas.hale@usmc.mil

Kim Stone at kimberly.a.stone@usmc.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

EXHIBITS/ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Electronic Maintenance Support System (EMSS) Kit Specificati	7	14-FEB-2022