
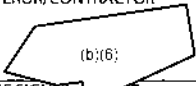
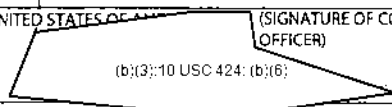


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 288-0153-21-Z		PAGE 1 OF 69	
2. CONTRACT NO. HHM402-21-C-0051		3. AWARD/EFFECTIVE DATE SEP 01, 2021		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME (b)(3);10 USC 424; (b)(6)		b. TELEPHONE NUMBER (No collect calls) (b)(3);10 USC 424		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY Virginia Contracting Activity - ATTN: CFO-HQ Bolling AFB, Bldg. 6000 Washington DC 20340-5100				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 423430 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO (b)(3);10 USC 424		CODE HHP440		16. ADMINISTERED BY Virginia Contracting Activity - ATTN: CFO-HQ Bolling AFB, Bldg. 6000 Washington DC 20340-5100		CODE HHQ402	
17a. CONTRACTOR/OFFEROR. CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY NJ 07452		CODE 00000810 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Maryland Procurement Office Finance & Accounting Accounts Payable Suite 6856 9800 Savage Rd. Ft. Meade MD 20755-6856		CODE NSA01A	
CAGE: 4C9Q7 TIN: (b)(3);26 USC 6103 TELEPHONE NO.		DUNS: 033095568		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$434,291.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR  (b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  (b)(3);10 USC 424; (b)(6)			
30b. NAME AND TITLE OF SIGNER (b)(6)		30c. DATE SIGNED 8-23-21		31b. NAME OF CONTRACTOR (b)(3);10 USC 424; (b)(6)		31c. DATE SIGNED 8/23/21	

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Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Invoicing Address:</p> <p>Maryland Procurement Office Finance & Accounting Accounts Payable Suite 6856 9800 Savage Rd. Ft. Meade MD 20755-6856</p> <p>The Contracting Officer is the only individual who can legally commit the government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the contract terms and conditions, statement of work, attachments, general provisions or other stipulations of this contract.</p> <p>Contracting Officer: [REDACTED] [REDACTED] (b)(3);10 USC 424; (b)(6)</p> <p>Primary Contracting Officer Representative: [REDACTED]</p> <p>Alternate Contracting Officer Representative(s): [REDACTED] (b)(3);10 USC 424; (b)(6)</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>Any software obtained by or for the Government needs to be registrar in the Government's name. (COR: [REDACTED] (b)(3);10 USC 424; (b)(6)</p> <p>The contractor shall incorporate the contract number (HHM402-21-C-0051) and requisition number (288-0153-21-Z) on all shipping, packaging and packing documents if applicable. Failure will result in acceptance and payment problems. Delivery is NOT accepted when product arrives at [REDACTED] Delivery is only accepted by the COR or their designated representative. Only the COR, or his authorized representative, can accept delivery. COR will notify vendor when acceptance is completed.</p> <p>Buyer reserves the right to open a container and inspect for dents, meeting solicitation specs, and obvious signs of damage. Damaged or technically unacceptable items will be returned without incurring any fees, including restocking fees, or any other charges. Seller will replace items that are received damaged or technically unacceptable at no additional cost to the Buyer.</p> <p>Base Period</p> <p>Product Code: B-AIS-02-070 Product Name: Premium Unlimited Package Quantity (b)(4)</p>	[REDACTED] (b)(4)	LO	[REDACTED] (b)(4)	[REDACTED] (b)(4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Product Code: U-AIS-02-025 Product Name: Premium System Quantity: (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity: (b)(4) Product Code: U-AIS-02-030 Product Name: Premium iOS AFU Adapter Quantity: (b)(4) Product Code: U-AIS-02-063 Product Name: Premium Unlimited iOS Quantity: (b)(4) Product Code: U-AIS-02-065 Product Name: Premium Unlimited Android Quantity: (b)(4) Product Code: U-AIS-02-100 Product Name: CAS Unlock for Premium Package Quantity: (b)(4) Product Code: U-AIS-04-004 Product Name: Remote Premium Training Quantity: (b)(4) Product Code: S-UFD-16-006 Product Name: (b)(4) Pathfinder Teams Subscription Quantity: <input type="text"/> Number of users = <input type="text"/> Number of extractions = <input type="text"/> Product Code: A-PCA-00-004 Product Name: Software Network PC activation code Quantity: (b)(4) Product Code: S-UFD-04-023 Product Name: Pathfinder Enterprise Installation and Knowledge Transfer Quantity: (b)(4) Concurrent Users = <input type="text"/> Product Code: U-PFS-02-011 Product Name: Cellebrite Pathfinder Teams Operator Quantity: (b)(4) Product Code: S-UFD-16-010 Product Name: Pathfinder Desktop Quantity: (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity: (b)(4) Product Code: F-KAS-04-003 Product Name: Pathfinder Desktop Kit Assembly Quantity: (b)(4) Total Price: \$434,291.00 Period of Performance: 09/01/2021 to 08/31/2022 Pricing Option: Firm-Fixed-Price				
0001AA	Funding for CLIN 0001 Accounting and Appropriation Data: ACRN: AA 9710100.4400 121ST9 3101B S49205 01BXX I1STNME0G1 114400N0 610000 S000042501 003 (b)(4) PR NUMBER: 288-0153-21-Z Period of Performance: 09/01/2021 to 08/31/2022 Pricing Option: Firm-Fixed-Price	(b)(4)	EA	(b)(4)	(b)(4)
0001AB	Funding for CLIN 0001 Accounting and Appropriation Data: ACRN: AA 9710100.4400 121ST9 3101B S49205 01BXX I1STNME0G1 114400N0 610000 S000042501 003 (b)(4) PR NUMBER: 288-0153-21-Z Period of Performance: 09/01/2021 to 08/31/2022 Pricing Option: Firm-Fixed-Price		EA		
0001AC	Funding for CLIN 0001		EA		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Accounting and Appropriation Data: ACRN: AA 9710100.4400 121ST9 3101B S49205 01BXX I1STNME0G1 114400N0 610000 S000042501 003 (b)(4) PR NUMBER: 288-0153-21-Z Period of Performance: 09/01/2021 to 08/31/2022 Pricing Option: Firm-Fixed-Price	(b)(4)	LO	(b)(4)	(b)(4)
	Option Period 1 Product Code: B-AIS-02-070 Product Name: Premium Unlimited Package Quantity: (b)(4) Product Code: U-AIS-02-025 Product Name: Premium System Quantity: (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity: (b)(4) Product Code: U-AIS-02-030 Product Name: Premium iOS AFU Adapter Quantity: (b)(4) Product Code: U-AIS-02-063 Product Name: Premium Unlimited iOS Quantity: (b)(4) Product Code: U-AIS-02-065 Product Name: Premium Unlimited Android Quantity: (b)(4) Product Code: U-AIS-02-100 Product Name: CAS Unlock for Premium Package Quantity: (b)(4) Product Code: U-AIS-04-004 Product Name: Remote Premium Training Quantity: (b)(4) Product Code: S-UFD-16-006 Product Name: (b)(4) Pathfinder Teams Subscription Quantity: 1 Number of users = / Number of extractions = Product Code: A-PCA-00-004 Product Name: Software Network PC activation code Quantity: (b)(4) Product Code: S-UFD-04-023 Product Name: Pathfinder Enterprise Installation and Knowledge Transfer Quantity: (b)(4) Concurrent Users = Product Code: U-PFS-02-011 Product Name: Cellebrite Pathfinder Teams Operator Quantity: (b)(4) Product Code: S-UFD-16-010 Product Name: Pathfinder Desktop Quantity: (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity: (b)(4) Product Code: F-KAS-04-003 Product Name: Pathfinder Desktop Kit Assembly Quantity: (b)(4) Period of Performance: 09/01/2022 to 08/31/2023 Pricing Option: Firm-Fixed-Price				
2001	Option Period 2 Product Code: B-AIS-02-070 Product Name: Premium Unlimited Package Quantity: (b)(4) Product Code: U-AIS-02-025 Product Name: Premium System Quantity: (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity: (b)(4) Product Code: U-AIS-02-030 Product Name: Premium iOS AFU Adapter Quantity: (b)(4)		LO		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Product Code: U-AIS-02-063 Product Name: Premium Unlimited iOS Quantity: (b)(4) Product Code: U-AIS-02-065 Product Name: Premium Unlimited Android Quantity: (b)(4) Product Code: U-AIS-02-100 Product Name: CAS Unlock for Premium Package Quantity: (b)(4) Product Code: U-AIS-04-004 Product Name: Remote Premium Training Quantity: (b)(4) Product Code: S-UFD-16-006 Product Name: Pathfinder Teams Subscription Quantity: (b)(4) Number of users (b)(4) Number of extractions = (b)(4) Product Code: A-PCA-00-004 Product Name: Software Network PC activation code Quantity: (b)(4) Product Code: S-UFD-04-023 Product Name: Pathfinder Enterprise Installation and Knowledge Transfer Quantity: (b)(4) Concurrent Users (b)(4) Product Code: U-PFS-02-011 Product Name: Cellebrite Pathfinder Teams Operator Quantity: (b)(4) Product Code: S-UFD-16-010 Product Name: Pathfinder Desktop Quantity: (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity: (b)(4) Product Code: F-KAS-04-003 Product Name: Pathfinder Desktop Kit Assembly Quantity: (b)(4) Period of Performance: 09/01/2023 to 08/31/2024 Pricing Option: Firm-Fixed-Price	(b)(4)	LO	(b)(4)	(b)(4)
	Option Period 3 Product Code: B-AIS-02-070 Product Name: Premium Unlimited Package Quantity: (b)(4) Product Code: U-AIS-02-025 Product Name: Premium System Quantity: (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity: (b)(4) Product Code: U-AIS-02-030 Product Name: Premium iOS AFU Adapter Quantity: (b)(4) Product Code: U-AIS-02-063 Product Name: Premium Unlimited iOS Quantity: (b)(4) Product Code: U-AIS-02-065 Product Name: Premium Unlimited Android Quantity: (b)(4) Product Code: U-AIS-02-100 Product Name: CAS Unlock for Premium Package Quantity: (b)(4) Product Code: U-AIS-04-004 Product Name: Remote Premium Training Quantity: (b)(4) Product Code: S-UFD-16-006 Product Name: Pathfinder Teams Subscription Quantity: (b)(4) Number of users (b)(4) Number of extractions = (b)(4) Product Code: A-PCA-00-004 Product Name: Software Network PC activation code Quantity: (b)(4) Product Code: S-UFD-04-023 Product Name: Pathfinder Enterprise Installation and Knowledge Transfer Quantity: (b)(4) Concurrent Users (b)(4) Product Code: U-PFS-02-011 Product Name: Cellebrite Pathfinder Teams Operator Quantity: (b)(4) Product Code: S-UFD-16-010 Product Name: Pathfinder Desktop Quantity: (b)(4)				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity (b)(4) Product Code: F-KAS-04-003 Product Name: Pathfinder Desktop Kit Assembly Quantity (b)(4) Period of Performance: 09/01/2024 to 08/31/2025 Pricing Option: Firm-Fixed-Price	(b)(4)	LO	(b)(4)	(b)(4)
	Option Period 4 Product Code: B-AIS-02-070 Product Name: Premium Unlimited Package Quantity (b)(4) Product Code: U-AIS-02-025 Product Name: Premium System Quantity (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity (b)(4) Product Code: U-AIS-02-030 Product Name: Premium iOS AFU Adapter Quantity (b)(4) Product Code: U-AIS-02-063 Product Name: Premium Unlimited iOS Quantity (b)(4) Product Code: U-AIS-02-065 Product Name: Premium Unlimited Android Quantity (b)(4) Product Code: U-AIS-02-100 Product Name: CAS Unlock for Premium Package Quantity (b)(4) Product Code: U-AIS-04-004 Product Name: Remote Premium Training Quantity (b)(4) Product Code: S-UFD-16-006 Product Name: Pathfinder Teams Subscription Quantity (b)(4) Number of users (b)(4) Number of extractions (b)(4) Product Code: A-PCA-00-004 Product Name: Software Network PC activation code Quantity (b)(4) Product Code: S-UFD-04-023 Product Name: Pathfinder Enterprise Installation and Knowledge Transfer Quantity (b)(4) Concurrent Users (b)(4) Product Code: U-PFS-02-011 Product Name: Cellebrite Pathfinder Teams Operator Quantity (b)(4) Product Code: S-UFD-16-010 Product Name: Pathfinder Desktop Quantity (b)(4) Product Code: F-KAS-00-001 Product Name: UFED Dongle Kit Quantity (b)(5) Product Code: F-KAS-04-003 Product Name: Pathfinder Desktop Kit Assembly Quantity (b)(4) Period of Performance: 09/01/2025 to 08/31/2026 Pricing Option: Firm-Fixed-Price				

UNCLASSIFIED
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SECTION D PACKAGING AND MARKING

D.1 5552.211-9006 SHIPPING AND MARKING DELIVERABLES (SEP 2018)

For all shipments of packaged materiel to the Government, which includes either Depot or Direct Vendor Delivery (DDVD) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military shipping labels in accordance with MIL-STD-129P, dated 19 September 2007, or commercially acceptable equivalent.

Subject 2D bar coding shall be in accordance with ISO/IEC 15434 (MHIA MH10.8.2) and DoD 4500.9-R. Linear (Code 39) bar coding shall be in accordance with ISO/IEC 16388.

For sensitive electronic devices, special marking, packaging, labeling and handling instructions shall be applied IAW MIL-STD-129P, or commercial equivalent. An electrostatic discharge sensitivity identifier shall be plainly marked. Items shall be protectively wrapped against Electro- Magnetic Interference (EMI), IAW MIL-STD-2073D or commercially acceptable equivalent.

The Bar-Code and Shipping Label shall be in accordance with the Contractors best commercial practice for domestic shipment to ensure safe arrival at destination. Two copies of the packing slip shall be included with the shipment and must contain the following information on the shipping label:

At a minimum, the container(s) must be clearly marked with the following:

1. Delivery Address (See Block 15 of SF 1449; Block 11 of SF26 or Block 14 of DD1155)
2. Recipients Name, Office Symbol, Phone Number
3. Contract Number, Task Order Number, and (modification#, if applicable)
4. Purchase Request Number
5. Total number of boxes shipped (i.e., Box 1 of 5, Box 2 of 5, Box 3 of 5, etc. ")
6. Contracting Officer Representative (COR) Name and Phone Number
7. Name of Prime Contractor (Note: this is not the third party, drop shipper)
8. Prime Contractors Point of Contact

Additional label items as required:

National Stock Number (NSN)

Gross weight and cubic dimensions

Transportation Control Number (TCN)

PRIOR to shipment of all supplies and equipment an email shall be sent to:

VACACContractorDeliveries@dodis.mil. The email shall include, at a minimum

1. Contract number, task order number, modification number
2. COR or TPOC name and phone number
3. Packing Slip for all packages being shipped
4. Shipping label
5. Copy of signed contract

The default shipping address is for the DLOC unless an Alternate address is specified below.

DEFAULT ADDRESS:

(b)(3);10 USC 424

Attn: Recipient's Name/Office Symbol/Phone Number: <q>_____</q>

Contract/Task Order/Mod #: <q>_____</q>

Purchase Request#: <q>_____</q>

Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.): <q>_____</q>

COR (Name and Phone number): <q>_____</q>

Name of Contractor: <q>_____</q>

Prime Contractor POC: <q>_____</q>

Contract/Task Order/Mod #:

Purchase Request#:

Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.):

COR (Name and Phone number):

Name of Contractor:

Prime Contractor POC:

ALTERNATE ADDRESS:

Agency Name: .
 Street Address: .
 City/State/Zip code: .
 Attn: Recipient's Name/Office Symbol/Phone Number: .
 Contract/Task Order/Mod #: .
 Purchase Request#: .
 Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.): .
 COR (Name and Phone number): .
 Name of Contractor: .
 Prime Contractor POC: .

EXAMPLE:

b(3);10 USC 424

Attn: Mr. Recipient of Shipment, COR, Phone: 202-231-1234
 Contract #: 14-D-0001/ P00005
 PR#: 999-0000-16Z
 Total Number of boxes shipped (Box 1 of 5, Box 2 of 5, Box 3 of 5, etc.)
 Mr. COR, 202-231-9999
 ACME Company
 Mr. Prime ACME

If the contract number begins with HHM402, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, HHM402-0X-C-0001 MUST BE shown on the packing slip as 0X-C-0001, and HHM402-0X-D-1001, Delivery Order 0005 may be shown as 0X-D-1001/0005. Contract numbers beginning with other than HHM402 shall be included in their entirety. The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

Packing List, Invoice, Shipping Documents

- A packing list, invoice or shipping document shall accompany and be included in all shipments, and is required for both interior and exterior packaging.
- The packing documentation shall include the following:
- Complete "mark-for or ship to" information including Requisition or PR number
- Point of Contact and/or Alternate POC

Packing slips shall contain:

1. Name of Contractor
2. Point of Contact and/or Alternate POC
3. Contract Number and Delivery Order Number (modification number, if applicable)
4. Delivery Address
5. Quantity of items included correlating to the CLIN/SLIN numbers in the contract
6. CLIN/SLIN and Unit of Issue identification to include the quantity shipped, contract item description and part numbers
7. Governments Point of Contact
8. The prime contractors point of contact and phone number (to discuss any discrepancies)
9. National Stock Number (NSN), if applicable or Part number or item number, if NSN is not available
10. Identify any hazardous material (include Materiel Safety Data Sheet)

(End of Clause)

SECTION I CONTRACT CLAUSES

- I.1 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
(Reference 252.204-7000)
- I.2 252.239-7017 NOTICE OF SUPPLY CHAIN RISK (FEB 2019)
(Reference 252.239-7017)
- I.3 252.239-7018 SUPPLY CHAIN RISK (FEB 2019)
(Reference 252.239-7018)
- I.4 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)
(Reference 252.246-7007)
- I.5 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)
(Reference 252.246-7008)
- I.6 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)

(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 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;

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- (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 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(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)

I.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2021)

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

(1) 52.203-19, 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 (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (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 items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (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.)

(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).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (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)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

- (ii) Alternate I (MAR 2020) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (MAR 2020) of 52.219-4.
- (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.
- (iii) Alternate II (NOV 2011) 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.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (JAN 2017) 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 (JUN 2020) 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 (MAR 2020) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (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 (EDWOSB) Concerns (MAR 2020) (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 (MAR 2020) (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 (MAR 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (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.
- (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.
- (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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 (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (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(R) -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(R) -Registered Television (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products(MAY 2020) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (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) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (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.
- (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (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).
- (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (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).
- (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 (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.
- (iii) Alternate II (FEB 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (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 Under Executive Order 13658 (NOV 2020).
 - (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (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 (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 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 (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 (FEB 2006) (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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End Of Clause)

I.8 52.244-2 SUBCONTRACTS (JUN 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End Of Clause)

I.9 231.205-71 {231.205-71} Costs related to counterfeit electronic parts and suspect counterfeit electronic parts.

(a) Scope. This section implements the requirements of section 818(c)(2), National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), as modified by section 833, National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239), and section 885 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92).

(b) The costs of counterfeit electronic parts and suspect counterfeit electronic parts and the costs of rework or corrective action that may be required to remedy the use or inclusion of such parts are unallowable, unless--

(1) The contractor has an operational system to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts that has been reviewed and approved by DoD pursuant to 244.303(b);

(2) The counterfeit electronic parts or suspect counterfeit electronic parts are Government-furnished property as defined in FAR 45.101 or were obtained by the contractor in accordance with the clause at 252.246-7008, Sources of Electronic Parts; and

(3) The contractor--

(i) Becomes aware of the counterfeit electronic parts or suspect counterfeit electronic parts through inspection, testing, and authentication efforts of the contractor or its subcontractors; through a Government Industry Data Exchange Program (GIDEP) alert; or by other means; and

(ii) Provides timely (i.e., within 60 days after the contractor becomes aware) written notice to--

(A) The cognizant contracting officer(s); and

(B) GIDEP (unless the contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States; or the counterfeit electronic part or suspect counterfeit electronic part is the subject of an on-going criminal investigation).

I.10 252.239-7018 (DEVIATION 2018-00020) SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-00020)

"(a) Definitions. As used in this clause

"Information technology" (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires--

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment acquired by a contractor incidental to a contract.

"Supply chain risk," means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution,

installation, operation, or maintenance of a national security system (as that term is defined at 44 U.S.C. 3552(b)) so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system.

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractors supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)

"

I.11 5552.203-9002 DIA CONTRACTOR WHISTLEBLOWER PROTECTION (APRIL 2019)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 50 U.S.C. § 3234, as described in DIA Instruction 7050.002, #Whistleblower Protection."#

(b) Recipients of lawful disclosures of information contemplated by subparagraph (c)(1) of 50 U.S.C. § 3234 are -

(1) As head of the contracting agency, the Director, DIA;

(2) The inspector general of the contracting agency;

(3) Congressional intelligence committees; or

(4) Members of a congressional intelligence committee.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts.

(d) The Contractor shall ensure that its employees receive annual Whistleblower Protection training as referenced in DIAI Instruction 7050.002. (AGILE Course: DIACMP-2036)

(End of Clause)

I.12 5552.211-9006 SHIPPING AND MARKING DELIVERABLES (SEP 2018)

For all shipments of packaged materiel to the Government, which includes either Depot or Direct Vendor Delivery (DDVD) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military shipping labels in accordance with MIL-STD-129P, dated 19 September 2007, or commercially acceptable equivalent.

Subject 2D bar coding shall be in accordance with ISO/IEC 15434 (MHIA MH10.8.2) and DoD 4500.9-R. Linear (Code 39) bar coding shall be in accordance with ISO/IEC 16388.

For sensitive electronic devices, special marking, packaging, labeling and handling instructions shall be applied IAW MIL-STD-129P, or commercial equivalent. An electrostatic discharge sensitivity identifier shall be plainly marked. Items shall be protectively wrapped against Electro- Magnetic Interference (EMI), IAW MIL-STD-2073D or commercially acceptable equivalent.

The Bar-Code and Shipping Label shall be in accordance with the Contractors best commercial practice for domestic shipment to ensure safe arrival at destination. Two copies of the packing slip shall be included with the shipment and must contain the following information on the shipping label:

At a minimum, the container(s) must be clearly marked with the following:

1. Delivery Address (See Block 15 of SF 1449; Block 11 of SF26 or Block 14 of DD1155)

2. Recipients Name, Office Symbol, Phone Number
3. Contract Number, Task Order Number, and (modification#, if applicable)
4. Purchase Request Number
5. Total number of boxes shipped (i.e., Box 1 of 5, Box 2 of 5, Box 3 of 5, etc. ")
6. Contracting Officer Representative (COR) Name and Phone Number
7. Name of Prime Contractor (Note: this is not the third party, drop shipper)
8. Prime Contractors Point of Contact

Additional label items as required:

National Stock Number (NSN)

Gross weight and cubic dimensions

Transportation Control Number (TCN)

PRIOR to shipment of all supplies and equipment an email shall be sent to:

VACACContractorDeliveries@dodiis.mil. The email shall include, at a minimum

1. Contract number, task order number, modification number
2. COR or TPOC name and phone number
3. Packing Slip for all packages being shipped
4. Shipping label
5. Copy of signed contract

The default shipping address is for the DLOC unless an Alternate address is specified below.

DEFAULT ADDRESS:

(b)(3);10 USC 424

Attn: Recipient's Name/Office Symbol/Phone Number: <q>_____</q>
 Contract/Task Order/Mod #: <q>_____</q>
 Purchase Request#: <q>_____</q>
 Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.): <q>_____</q>
 COR (Name and Phone number): <q>_____</q>
 Name of Contractor: <q>_____</q>
 Prime Contractor POC: <q>_____</q>

Contract/Task Order/Mod #:

Purchase Request#:

Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.):

COR (Name and Phone number):

Name of Contractor:

Prime Contractor POC:

ALTERNATE ADDRESS:

Agency Name: .

Street Address: .

City/State/Zip code: .

Attn: Recipient's Name/Office Symbol/Phone Number: .

Contract/Task Order/Mod #: .

Purchase Request#: .

Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.): .

COR (Name and Phone number): .

Name of Contractor: .

Prime Contractor POC: .

EXAMPLE:

(b)(3);10 USC 424

Attn: Mr. Recipient of Shipment, COR, Phone: 202-231-1234

Contract #: 14-D-0001/ P00005

PR#: 999-0000-16Z

Total Number of boxes shipped (Box 1 of 5, Box 2 of 5, Box 3 of 5, etc.)

UNCLASSIFIED

Mr. COR, 202-231-9999

ACME Company

Mr. Prime ACME

If the contract number begins with HHM402, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, HHM402-0X-C-0001 MUST BE shown on the packing slip as 0X-C-0001, and HHM402-0X-D-1001, Delivery Order 0005 may be shown as 0X-D-1001/0005. Contract numbers beginning with other than HHM402 shall be included in their entirety. The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

Packing List, Invoice, Shipping Documents

- A packing list, invoice or shipping document shall accompany and be included in all shipments, and is required for both interior and exterior packaging.
- The packing documentation shall include the following:
- Complete "mark-for or ship to" information including Requisition or PR number
- Point of Contact and/or Alternate POC

Packing slips shall contain:

1. Name of Contractor
2. Point of Contact and/or Alternate POC
3. Contract Number and Delivery Order Number (modification number, if applicable)
4. Delivery Address
5. Quantity of items included correlating to the CLIN/SLIN numbers in the contract
6. CLIN/SLIN and Unit of Issue identification to include the quantity shipped, contract item description and part numbers
7. Governments Point of Contact
8. The prime contractors point of contact and phone number (to discuss any discrepancies)
9. National Stock Number (NSN), if applicable or Part number or item number, if NSN is not available
10. Identify any hazardous material (include Materiel Safety Data Sheet)

(End of Clause)

I.13 5552.232-9000 INVOICING PROCEDURES AND PAYMENT - FIXED PRICE CONTRACTS (JUL 2017)

(a) Invoices will be submitted through the electronic invoicing internet website using the procedures described at: <https://www.nsa.gov/business/programs/electronic-invoicing.shtml>, unless otherwise authorized. Access to the electronic invoicing website requires an External Certificate Authority/ Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/Pages/index.aspx>. Contact the electronic commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the electronic commerce office to obtain an account if one currently does not exist.

(b) At a minimum, invoices will contain the following.

- (1) Name and address of the contractor.
- (2) Invoice date and invoice number.
- (3) Contract number for supplies delivered or services performed (if award is a delivery or job order, ensure entire contract number - basic award and order number - is included).
- (4) Description, quantities and prices will be described exactly as shown on the contract, including (i) Contract Line Item Number (CLIN), (ii) Sub-Line Item Number (SLIN) (Where no SLIN applies, specify "00" for the SLIN number.), and (iii) Accounting Classification Reference Number (ACRN). (NOTE: An invoice not properly allocated to include all three of these numbers will be an improper invoice under the Prompt Payment Act and automatically rejected by the paying office.)

- (5) Name of the contractor's official (and address) to whom payment is to be sent, if other than Electronic Funds Transfer (EFT) is authorized.
- (6) Shipping/payment terms (e.g., date of shipment, address, discount for prompt payment).
- (7) Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN), EFT banking information, and Data Universal Numbering System (DUNS) number.
- (9) COR's name.
- (10) Any other information or documentation required by the contract.
- (c) The contractor is authorized to invoice (insert, as appropriate: "monthly," "bi-weekly", etc.)
- (d) The COR is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice.
- (e) Questions regarding payment will be directed to the Finance and Accounting Office at (443) 654-3700.
- (End of Clause)

