

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   47	
2. CONTRACT NO.		3. SOLICITATION NO. N00039-10-R-0031	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 04 Mar 2010	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127			CODE N00039	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
			<b>See Item 7</b>		TEL:	FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00 PM local time 03 Apr 2010  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME JOSEPH F VENTO	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-524-7346	C. E-MAIL ADDRESS joseph.vento@navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL:		EMAIL:		(Signature of Contracting Officer)			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 FFP		1	Lot		
	Payload Processing Provide payload processing, environmental, operational and logistical services required to successfully process MUOS #1 payload hardware for launch, in accordance with attached statement of work (attachment 1). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 FFP		1	Lot		
OPTION	Payload Processing Provide payload processing, environmental, operational and logistical services required to successfully process MUOS #2 payload hardware for launch, in accordance with attached statement of work (attachment 1). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 FFP		1	Lot		
OPTION	Payload Processing Provide payload processing, environmental, operational and logistical services required to successfully process MUOS #3 payload hardware for launch, in accordance with attached statement of work (attachment 1). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 FFP		1	Lot		
OPTION	Payload Processing Provide payload processing, environmental, operational and logistical services required to successfully process MUOS #4 payload hardware for launch, in accordance with attached statement of work (attachment 1). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 FFP		1	Lot		
OPTION	Payload Processing Provide payload processing, environmental, operational and logistical services required to successfully process MUOS #5 payload hardware for launch, in accordance with attached statement of work (attachment 1). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #1 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #1 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 1-30). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #1 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #1 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 31-60). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #1 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #1 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 61-90). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #1 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #1 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 91-120). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #1 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #1 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 121-150). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #1 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #1 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 151-180). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #2 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #2 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 1-30). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #2 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #2 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 31-60). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #2 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #2 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 61-90). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #2 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #2 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 91-120). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #2 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #2 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 121-150). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #2 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #2 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 151-180). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #3 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #3 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 1-30). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #3 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #3 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 31-60). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #3 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #3 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 61-90). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #3 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #3 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 91-120). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #3 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #3 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 121-150). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #3 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #3 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 151-180). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #4 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #4 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 1-30). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #4 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #4 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 31-60). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #4 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #4 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 61-90). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #4 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #4 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 91-120). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #4 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #4 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 121-150). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #4 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #4 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 151-180). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #5 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #5 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 1-30). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #5 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #5 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 31-60). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #5 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #5 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 61-90). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #5 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #5 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 91-120). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #5 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #5 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 121-150). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035 FFP		30	Days		
OPTION	Extended Stay - MUOS Launch Vehicle #5 Provide extended stay in the payload processing facility outside the estimated normal 14 week processing time for MUOS #5 payload hardware to accommodate unplanned launch delays. Pricing to be based on continuing services on a thirty day basis (days 151-180). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036 FFP		1	Lot	NSP	NSP
	Exhibit "A" - CDRLs Exhibit "A" - Contract Data Requirements List (CDRLs) - DD From 1423s Not Separately Priced (NSP) - applicable to, and included in the price of, CLINs 0001, 0002, 0003, 0004, and 0005. FOB: Destination				

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

**C-302 SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT (APR 2009)**

The work under this contract shall be performed in accordance with the statement of work, which is included as Attachment 1, Payload Processing Services, dated January 21, 2010.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

**C-310 GIDEP PROGRAM (JAN 2004)**

(a) The contractor shall participate in the Government-Industry Data Exchange Program (GIDEP) under the latest revision of GIDEP Requirements Guide, NAVSEA S0300-BU-GYD-010. GIDEP is an invaluable tool in the government's war against inefficiency, and is limited to participating activities. GIDEP will retain and provide data and/or reports provided in compliance with this contract on a privileged basis. Compliance with the provisions of this clause shall not relieve the contractor from complying with other provisions of the contract.

(b) The contractor may insert paragraph (a) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "contractor" shall be changed to "subcontractor."

GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
PO Box 8000  
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.org>

(End of clause)

**C-313 SECURITY REQUIREMENTS (DEC 1999)**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer [*Contracting officer insert code and address*] .

(End of clause)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Contractor	Origin	Government
0002	Origin	Contractor	Origin	Government
0003	Origin	Contractor	Origin	Government
0004	Origin	Contractor	Origin	Government
0005	Origin	Contractor	Origin	Government
0006	Origin	Contractor	Origin	Government
0007	Origin	Contractor	Origin	Government
0008	Origin	Contractor	Origin	Government
0009	Origin	Contractor	Origin	Government
0010	Origin	Contractor	Origin	Government
0011	Origin	Contractor	Origin	Government
0012	Origin	Contractor	Origin	Government
0013	Origin	Contractor	Origin	Government
0014	Origin	Contractor	Origin	Government
0015	Origin	Contractor	Origin	Government
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0024	Origin	Contractor	Origin	Government
0025	Origin	Contractor	Origin	Government
0026	Origin	Contractor	Origin	Government
0027	Origin	Contractor	Origin	Government
0028	Origin	Contractor	Origin	Government
0029	Origin	Contractor	Origin	Government
0030	Origin	Contractor	Origin	Government
0031	Origin	Contractor	Origin	Government
0032	Origin	Contractor	Origin	Government
0033	Origin	Contractor	Origin	Government
0034	Origin	Contractor	Origin	Government
0035	Origin	Contractor	Origin	Government

## CLAUSES INCORPORATED BY REFERENCE

## CLAUSES INCORPORATED BY FULL TEXT

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far/>

(End of clause)

## E-301 INITIAL INSPECTION (ORIGIN) AND FINAL INSPECTION (DESTINATION) (JAN 2002)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by [*Contracting officer insert name/code of initial cognizant Government inspector*] at the Contractor's or subcontractor's plant at [*Contracting officer insert inspection location*]. The cognizant inspector shall be notified when the material is available for inspection. The place or places designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by [*Contracting officer insert name/code of final cognizant Government inspector*] after [*Contracting officer insert either "receipt" or "installation/checkout/test"*].

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test before shipment. Final inspection and acceptance will be made by the receiving activity after installation/check out/testing of the supplies.

(End of clause)

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT (DEC 1999)

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE
0001	From effective date of start of mission integration (EDSMI) (approximately launch minus 12 months) thru end of facility occupancy (approximately launch plus 1 month): SV1 launch – tentative June 2011
0002	From EDSMI (approximately launch minus 12 months) thru end of facility occupancy (approximately launch plus 1 month): SV2 launch – tentative February 2012
0003	From EDSMI (approximately launch minus 12 months) thru end of facility occupancy (approximately launch plus 1 month): SV1 launch – tentative February 2013
0004	From EDSMI (approximately launch minus 12 months) thru end of facility occupancy (approximately launch plus 1 month): SV1 launch – tentative February 2014
0005	From EDSMI (approximately launch minus 12 months) thru end of facility occupancy (approximately launch plus 1 month): SV1 launch – tentative February 2015
0006	As required based on launch delays
0007	As required based on launch delays
0008	As required based on launch delays
0009	As required based on launch delays
0010	As required based on launch delays
0011	As required based on launch delays
0012	As required based on launch delays
0013	As required based on launch delays
0014	As required based on launch delays
0015	As required based on launch delays
0016	As required based on launch delays
0017	As required based on launch delays
0018	As required based on launch delays
0019	As required based on launch delays
0020	As required based on launch delays
0021	As required based on launch delays
0022	As required based on launch delays
0023	As required based on launch delays
0024	As required based on launch delays

0025	As required based on launch delays
0026	As required based on launch delays
0027	As required based on launch delays
0028	As required based on launch delays
0029	As required based on launch delays
0030	As required based on launch delays
0031	As required based on launch delays
0032	As required based on launch delays
0033	As required based on launch delays
0034	As required based on launch delays
0035	As required based on launch delays

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the clause at FAR 52.217-9 "Option to Extend the Term of the Contract.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

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

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

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

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

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

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

WAWF Invoice Type *	Insert Contract Invoice Type
Issuing Office DODAAC	Insert the UIC of the issuing contract office
Admin DODAAC	Insert the UIC of the contract administering office [SF26=Block 6; DD1155=Block 7 (Block 6 if SeaPort order); SF1449=Block 16]
Inspector DODAAC (if applicable)	Insert the UIC of the inspecting activity
Inspector Contact Information	Insert Inspector name, phone number, and email address
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	Insert Acceptor name, phone number, and email address
Acceptor Contact Information	Insert Acceptor name, phone number, and email address
COR Contact Information	If other than above, Insert the COR name, email

	address and phone number.
LPO Contact Information	Insert Local Processing Official name, phone number, and email address
DCAA Auditor DoDAAC **::	Insert the UIC of the DCAA Auditor
Service Approver DoDAAC **::	Insert the UIC of the on-site Approver who signs off on the final cost voucher
PAY DODAAC	Insert the UIC of the paying DFAS activity [SF26=Block 12 (labeled "Code"); DD1155=Block 15 (Block 12 if SeaPort order); SF1449=Block 18a]

\* Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

<sup>2</sup> Only applies to cost vouchers.

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

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
			COR
			Receiver
			Acceptor

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: CDR Eric Higgins  
 Code: PMW-146, PEO Space Systems  
 Address: 4301 Pacific Highway Bldg OT1, San Diego, CA 92110-3127

Phone Number: 619-524-7150  
 E-mail: [eric.higgins1@navy.mil](mailto:eric.higgins1@navy.mil)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor

unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Firm Fixed-Price (FFP) contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-318 PATENT MATTERS POINT OF CONTACT (OCT 2008)

The Point of Contact regarding Patent Matters for this contract is:

OFFICE OF PATENT COUNSEL / CODE 360012  
SPAWARSYSCEN  
53560 HULL STREET  
SAN DIEGO, CA 92152-5001

(619) 553-3001

Do not submit interim and final invention reports to this address. See the clause at H-356 for the proper address.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

(End of clause)

## Section H - Special Contract Requirements

H-100**Performance Based Payments**

Milestone Event	Estimated Date	Payment Amount (% of CLIN Value)
1. Authority to Proceed (ATP)	Launch minus 12 months	15%
2. Start of Facility Occupancy	Launch minus 60 days	45%
3. End of Facility Occupancy	Launch plus 1 month	40%

## Performance Based Payment Event 1: Authority to Proceed (ATP)

## Description:

1. Authority to Proceed. The Payload Processing Facility (PPF) Contractor has been provided fully executed documentation to initiate the payload processing facility services and commence preparation for MUOS payload hardware occupancy.

## Success Criteria:

1. The PPF Contractor shall provide facility occupancy schedule reflecting mission occupancy.
2. The PPF Contractor shall provide Contract Data Exchange requirements.

## Performance Based Payment Event 2: Start of Facility Occupancy

## Description:

1. Start of Facility Occupancy. The PPF Contractor has certified readiness to accept MUOS payload hardware and commence pre-launch processing at the Ground Operations Readiness Review. The MUOS payload hardware has arrived and processing commenced.

## Success Criteria:

1. Ground Operations Readiness Review complete
2. All action items closed or documented in a plan of closure
3. The MUOS payload hardware has arrived

## Performance Based Payment Event 3: End of Facility Occupancy

## Description:

1. Start of Facility Occupancy. The MUOS payload hardware has launched and all associated support equipment has been removed from facility. The PPF Contractor has completed the post-mission review and completed the post-mission closeout checklist.

## Success Criteria:

1. The MUOS payload has launched
2. All associated MUOS support equipment has been removed from facility
3. The facility has been vacated
4. Post-mission review and closeout checklist complete

H-200 PRICING TABLE

In the event that a launch date is delayed from one calendar year to the next calendar year, the contractor shall adhere to the pricing set forth in the below table for Standard Services for the launch vehicle delayed:

Calendar Year of Launch	Building 1 and 9 > 1,500 lbs; 14 weeks Standard Services
2011	\$1,713,738
2012	\$1,816,562
2013	\$1,925,555
2014	\$2,041,089
2015	\$2,163,554
2016	\$2,293,367
2017	\$2,430,969
2018	\$2,576,828

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

(End of clause)

## 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Mark Lopez  
ADDRESS: 4301 Pacific Highway Bldg OT4, San Diego, CA 92110-3127  
TELEPHONE: (619) 524-7168  
EMAIL: [mark.lopez@navy.mil](mailto:mark.lopez@navy.mil)

(End of clause)

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2009
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984

52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciality Metals	JUL 2009
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the

timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 336419- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.232-32 PERFORMANCE-BASED PAYMENTS (JAN 2008)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_ ; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far/>

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

**J-100 LIST OF ATTACHMENTS AND EXHIBITS TO THE CONTRACT**

*Attachments*

“1” – Statement of Work, Payload Processing Services, dated 21 Jan 2010

“2” – Draft DD 254

“3” – Payload Processing Requirements Document (PPRD), dated 21 Jan 2010

*Exhibits*

“A” – Contract Data Requirements Deliverable (CDRLs) – DD Form 1423, CDRLs A001 and A002

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336419.

(2) The small business size standard is 1,000 (size standard in number of employees).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336419.

(2) The small business size standard is 1,000 (size standard in number of employees).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (c) applies.

Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

## 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

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

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

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

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

(End of provision)

## K-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL (DEC 1999)

The Contractor represents that he  does,  does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity which employs them.)

(End of provision)

## K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

Offeror shall provide cognizant defense contract administration office \_\_\_\_\_ with point of contact's name \_\_\_\_\_ and phone number \_\_\_\_\_.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
252.215-7003	Excessive Pass-Through Charges--Identification of Subcontract Effort	MAY 2008

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price (FFP) contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_ . (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 5252.215-9200 CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997)

Certification of cost or pricing date is required in accordance with FAR 15.403-4 and shall be prepared in the format specified in FAR 15.406-2. The Contractor shall be required to submit the certificate as soon as practicable after agreement is reached on the contract price.

(End of provision)

## L-316 SUBMISSION OF PROPOSALS (SIMPLIFIED) (JUL 1999)

(a) Proposals shall be prepared and submitted as follows:

VOLUME I, Technical: A technical volume is not required.

VOLUME II, Cost/Price: Original and 1 copy.  
Page Limitation: none

VOLUME III, Contractual: Original only.  
Section A - Proposal Cover Letter  
Section B - Contract Forms  
Section C - Representation and Certifications  
Section D - Exceptions to RFP  
Section E - Small Business Plan, if applicable  
Section F - Miscellaneous, i.e.,  
- Name and address of DIS office  
- Contractor Responsibility

(b) Format, Organization and Content

(1) Format

(A) Each volume must be separately bound and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not be used in the evaluation of your response to this Request for Proposal. Previously submitted data shall not therefore be included in your proposal "by reference".

(B) The offeror's proposal shall be prepared on standard 8 1/2" by 11" paper, double-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 17" by 11", shall be printed on one side only, and shall count as two pages.

(C) The type used shall be no smaller than 10-pitch "pica".

(2) Organization

(A) Pages shall be numbered consecutively within each Section, showing volume, section, and page. As an example, page 19 of Section B of Volume I would be numbered I-B-19. Pages in the Cost Volume shall be numbered consecutively. There are no sections in the Cost Volume. As an example, page 62 of the Cost Volume would be numbered "II-62."

(B) Tables, figures and charts also will be numbered consecutively in each section and volume using the scheme shown above, with the exception that "Table," "Figure," or "Chart" will precede the number where appropriate.

(3) Content

(A) VOLUME II, COST/PRICE

This volume should contain certain cost/price information only. Cost/Price data to be included is delineated elsewhere in this solicitation.

(B) VOLUME III, CONTRACTUAL

This volume provides for all other miscellaneous contractual items delineated above in this provision.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 16 June 2010.

(End of provision)

L-343 CONTRACTOR RESPONSIBILITY (JUN 2002)

To aid in the determination of contractor responsibility, the following information is required:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If this solicitation includes provision L-325, "Past Performance Information," and if the offeror believes that the information provided thereunder adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

- (1) accounting procedures and controls.
- (2) organization.
- (3) production control procedures.
- (4) property control system.
- (5) quality assurance programs.
- (6) equipment and facilities relative to this effort.

(d) If any subcontracting, provide the following information:

- (1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
- (2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.
- (3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.

- (e) A list of credit references, including suppliers. Provide company name, point of contact, and telephone number.
- (f) Any other additional information that will assist in a better or complete understanding of your firm and capabilities.

(End of provision)

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)

(a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned (“TIFF”) or “PDF” documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the “Submitting a Proposal?” web page found in the SPAWAR E-CC. For information about “e-Proposal” submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.sscno.nmci.navy.mil>.

(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror’s name. E-Proposal files shall not contain classified data. The offeror’s e-proposal shall be in accordance with the requirements set forth below:

- (1) Adobe Acrobat version 4.01 or greater shall be used to create the “PDF” files.
- (2) The proposal submission files may be compressed (zipped) into one, ZIP file entitled “PROPOSAL.ZIP” using WinZip version 6.3 or greater.
- (3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

(c) Bids and proposals submitted electronically will be considered “late” unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (c) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 “Instructions to Offerors--Commercial Items”, FAR 52.214-7 “Late Submissions, Modifications, and Withdrawals of Bids”, FAR 52.214-23 “Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding”, or the FAR 52.215-1 “Instructions to Offerors--Competitive Acquisition” provision contained in the solicitation.

(End of provision)