

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>					1. REQUISITION NUMBER		PAGE 1 OF 38			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>FA8811-23-R-0002</b>		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>BRYAN P. SMITH</b>				b. TELEPHONE NUMBER (No collect calls) <b>310-653-4449</b>		8. OFFER DUE DATE/ LOCAL TIME /		
9. ISSUED BY <b>SSC/LEK-LA</b> CODE <b>FA8811</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE DISABLED VET SB NAICS: 481212 SIZE STANDARD: 1500			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
SPACE SYSTEMS COMMAND 483 N. AVIATION BLVD. EL SEGUNDO, CA 90245-2808 BRYAN P. SMITH 310-653-4449 BRYAN.SMITH.75@SPACEFORCE.MIL							13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>			
15. DELIVER TO CODE <b>SEE SF1449 Continuation</b>				16. ADMINISTERED BY CODE						
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE						
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>						
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
		<b>See SF1449 Continuation</b> <i>(Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.					ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) _____ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____										
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL										
38. S/R ACCT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY						
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)				
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**LAUNCH SERVICE**

0001

1  
Lot

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<i>Noun:</i>	LAUNCH SERVICE
<i>PSC:</i>	V126
<i>DD1423 is Exhibit:</i>	A
<i>Contract type:</i>	J - FIRM FIXED PRICE
<i>Start Date:</i>	ASREQ
<i>Completion Date:</i>	ASREQ

*Descriptive Data:*

(a) The Contractor shall perform all work associated with Launch Service mission requirements in accordance with Attachment 1, Performance Work Statement (PWS), Sections 3.1, 3.2, 3.3, 3.5, 3.6, and all subsections therein designated as Launch Service (LS).

(b) Launch Vehicle Configuration: (To be filled in by the Government at task order issuance)

(c) Firm Fixed Price (FFP): (To be filled in by the Government based on the prices in Attachment 7, Pricing Tables, at task order issuance, or based on the payment milestones in Attachment 8, Payment Plan, as applicable)

(d) The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(e) Period of Performance: Authority to Proceed (ATP) for each applicable mission to Launch Period (TBD) + 2 months post launch.

(f) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

(g) All deliverables associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**MISSION UNIQUE SERVICES - PROCUREMENT**

0002

1

Lot

*Noun:* MISSION UNIQUE SERVICES - PROCUREMENT  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

(a) The Contractor shall perform all work associated with Mission Unique Services in accordance with Attachment 1, PWS, Sections 3.4 and 3.8, and all applicable subsections therein.

(b) The Contractor shall perform all work associated with supporting mission integration, launch operations, and spaceflight worthiness necessary for mission unique Interface Control Document (ICD) requirements not already covered in Attachment 1, PWS, Sections 3.4 and 3.8, and all applicable subsections therein.

(c) Mission Unique Services: (To be filled in by the Government at task order issuance)

As needed, these Mission Unique Services will be identified by the Government at the time of the Launch Service task order. Mission Unique items B and E will be ordered at the time of the Launch Service task order. Mission Unique item AE will be ordered NLT L-18 months. The Government reserves the right to order all other additional unique services for a specific mission until L-12 months for that mission.

(d) Firm Fixed Price: (To be filled in by the Government at task order issuance based on the prices in Attachment 7 if applicable or negotiated separately for activities not in Attachment 7)

(e) The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(f) Period of Performance: ATP for each applicable mission to Launch Period (TBD) + 2 months post launch

(g) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

(h) All data associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**MISSION UNIQUE SERVICES - R&D**

0003

1

Lot

*Noun:* MISSION UNIQUE SERVICES - R&D  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

(a) The Contractor shall perform all work associated with Mission Unique Services in accordance with Attachment 1, PWS, Sections 3.4 and 3.8, and all applicable subsections therein.

(b) The Contractor shall perform all work associated with supporting mission integration, launch operations, and spaceflight worthiness necessary for mission unique Interface Control Document (ICD) requirements not already covered in Attachment 1, PWS, Sections 3.4 and 3.8, and all applicable subsections therein.

(c) Mission Unique Services: (To be filled in by the Government at task order issuance)

As needed, these Mission Unique Services will be identified by the Government at the time of the Launch Service task order. Mission Unique items B and E will be ordered at the time of the Launch Service task order. Mission Unique item AE will be ordered NLT L-18 months. The Government reserves the right to order all other additional unique services for a specific mission until L-12 months for that mission.

(d) Firm Fixed Price: (To be filled in by the Government at task order issuance based on the prices in Attachment 7 if applicable or negotiated separately for activities not in Attachment 7)

(e) The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(f) Period of Performance: ATP for each applicable mission to Launch Period (TBD) + 2 months post launch

(g) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

(h) All data associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**MISSION ACCELERATION**

0004

1  
Lot

*Noun:* MISSION ACCELERATION  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

(a) The Contractor shall perform all work associated with supporting early launch accommodation activities to accelerate missions in accordance with Attachment 10, Addendum to FAR 52.212-04(z), Ordering.

(b) Launch Schedule Acceleration (Number of Months): (To be filled in by the Government at issuance of task order for acceleration)

(c) Assigned Launch Period/Launch Slot: (To be filled in by the Government at issuance of task order for acceleration)

(d) The Contractor agrees to utilize the fixed price acceleration rates per the applicable time period accelerated, as listed within Attachment 7.

(e) The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(f) Period of Performance: Task order issuance for acceleration through launch.

(g) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

(h) All data associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**QUICK REACTION/ANOMALY RESOLUTION**

0005

1

Lot

*Noun:* QUICK REACTION/ANOMALY RESOLUTION  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

(a) The Government shall have the right to direct the Contractor to accomplish the subject efforts in accordance with Attachment 1, PWS, Section 3.7, and all subsections therein.

(b) The Government will either issue a Request for Proposal (RFP), which will include a description of the support requirements, or issue a unilateral task order specifying the number of hours and a description of the support required. In no event shall the Contractor exceed the hours authorized for each individual Level of Effort (LOE) without written approval of the Contracting Officer. Most task orders will be bilateral; however, unilateral task orders may be necessary to ensure quick action support for anomalies and national security actions.

(c) Upon RFP receipt, the Contractor shall submit to the Government a schedule, a brief description of how the Contractor will accomplish the task, and the number of composite labor hours required for proposal preparation and task completion.

(d) The Contractor agrees to utilize the appropriate fixed price composite labor rate in Attachment 7 for proposal pricing and billing purposes. The composite rate includes all direct and indirect labor, ODCs (materials, travel, and per diem) for both prime and subcontractors, and profit.

(e) The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(f) The maximum number of hours which can be ordered annually under this CLIN will not exceed 100,000 hours.

(g) Each effort shall be directed by the Contracting Officer, via the issuance of a task order against this contract. Each task order shall:

1. Establish the objective(s) of the support to be accomplished;
2. Obligate the appropriate amount of funds;
3. Establish a period of performance for the task;
4. Establish a fixed price;
5. Establish the number of hours authorized for LOE efforts;
6. Establish delivery requirements, e.g., final reports, CDRL delivery, as required;
7. Incorporate the PWS for each effort as an attachment to the task order; and
8. Establish inspection and acceptance terms

(h) Inspection and acceptance will be specified in the task order at task order issuance.

(i) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

(j) All data associated with this CLIN, including CDRL deliverables, are included in the price.

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty Purch Unit</u>	<u>Unit Price Total Item Amount</u>
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**SPECIAL STUDIES**

0006

1

Lot

*Noun:* SPECIAL STUDIES  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

- (a) The Government shall have the right to direct the Contractor to accomplish the subject efforts in accordance with Attachment 1, PWS, Section 3.7.2, and 3.10.
- (b) The Government will issue an RFP that will include a description of the support and delivery requirements.
- (c) Upon RFP receipt, the Contractor shall submit to the Government a schedule, a brief description of how the Contractor will accomplish the task, and the number of composite labor hours required for proposal preparation and task completion.
- (d) The Contractor agrees to utilize the appropriate fixed price composite labor rate in Attachment 7 for proposal pricing and billing purposes. The composite rate includes all direct and indirect labor, ODCs (materials, travel, and per diem) for both prime and subcontractors, and profit.
- (e) The Government can unilaterally exercise all proposed pricing incorporated in the contract.
- (f) The maximum number of hours which can be ordered annually under this clause will not exceed 100,000 hours.
- (g) Each effort shall be ordered by the Contracting Officer, via the issuance of a task order against this contract. Each task order shall:
1. Establish the objective(s) of the support to be accomplished;
  2. Obligate the appropriate amount of funds;
  3. Establish a period of performance for the task;
  4. Establish a fixed price;
  5. Establish the number of hours authorized for LOE efforts;
  6. Establish delivery requirements, e.g., final reports, CDRL delivery, as required;
  7. Incorporate the PWS for each effort as an attachment to the task order; and
  8. Establish inspection and acceptance terms
- (h) Inspection and acceptance will be specified in the task order at task order issuance.
- (i) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)
- (j) All data associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**DATA & REPORTS**

0007

1  
Lot

*Noun:*

DATA & REPORTS

*PSC:*

N - Not Applicable

*NSN:*

A

*DD1423 is Exhibit:*

J - FIRM FIXED PRICE

*Contract type:*

*Inspection:*

SOURCE

*Acceptance:*

SOURCE

*FOB:*

SOURCE

*Descriptive Data:*

The Contractor shall provide all data and reports in accordance with Exhibit A, Contract Data Requirements List (CDRL). This CLIN is Not Separately Priced (NSP).

**POSTPONEMENT FEES**

1000

1  
Lot

*Noun:*

POSTPONEMENT FEES

*PSC:*

V126

*DD1423 is Exhibit:*

A

*Contract type:*

J - FIRM FIXED PRICE

*Start Date:*

ASREQ

*Completion Date:*

ASREQ

*Descriptive Data:*

This is a CLIN Series. Government Postponement Fees will be established in accordance with Attachment 10, Addendum to FAR 52.212-04, Contract Terms and Conditions - Commercial Products and Commercial Services, section (w), Table 2.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**LAUNCH SERVICE SUPPORT**

**2000**

1  
Lot

*Noun:* LAUNCH SERVICE SUPPORT  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*  
 This is a CLIN Series.

(a) The Contractor shall perform all work associated with those paragraphs annotated as Launch Service Support (LSS) in accordance with Attachment 1, PWS, Sections 3.1, 3.2, 3.3, 3.5, 3.6 and all subsections therein.

(b) Firm Fixed Price (FFP): (To be filled in by the Government based on the prices in Attachment 7, Pricing Tables, at task order issuance)

1. The Contractor agrees to utilize the fixed prices listed under Annual Launch Service Support Price within Attachment 7 effective for the PoP beginning on the date of award of the contract.

2. Annual prices will be invoiced after thirty (30) days of work has been performed and paid out in twelve (12) equal payments. The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(c) The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(d) Period of Performance: (To be filled in by the Government at task order issuance)

(e) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

(f) All data associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**FLEET SURVEILLANCE**

**3000**

1  
Lot

*Noun:* FLEET SURVEILLANCE  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*  
 This is a CLIN Series.

(a) The Contractor shall perform all work associated with supporting non-NSS Fleet Surveillance in accordance with Attachment 1, PWS, sections 3.2.4.2.5, 3.2.6, 3.2.6.2, 3.5, 3.5.1.3, 3.5.2.9, 3.6, and 3.6.9.

(b) Firm Fixed Price (FFP): (To be filled in by the Government based on the prices in Attachment 7, Pricing Tables, at task order issuance)

1. The Contractor agrees to utilize the fixed prices listed under Annual Launch Service Support Price within Attachment 7 effective for the PoP beginning on the date of award of the contract.
2. Annual prices will be invoiced after thirty (30) days of work has been performed and paid out in twelve (12) equal payments. The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(c) The Government can unilaterally exercise all proposed pricing incorporated in the contract.

(d) Period of Performance: (To be filled in by the Government at task order issuance)

(e) Accounting and Appropriation Data: (To be filled in by the Government upon task order issuance)

(f) All data associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**EARLY INTEGRATION STUDIES/MISSION ANALYSIS**

<b>4000</b>		1 Lot	_____
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*Noun:* EARLY INTEGRATION STUDIES/MISSION ANALYSIS  
*PSC:* V126  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*  
 This is a CLIN Series.

(a) The Contractor shall perform all work associated with supporting Early Integration Studies (EIS) in accordance with Attachment 1, PWS, Section 3.9, and other required Mission Analysis, in accordance with Attachment 1, PWS, Section 3.10.

(b) EIS: The Contractor agrees to utilize the firm fixed prices listed under Early Integration Studies (EIS) in Attachment 7, Pricing Tables.

1. The Government can unilaterally exercise all proposed pricing incorporated in the contract.
2. Each EIS effort shall be directed by the Contracting Officer, via the issuance of a task order under this contract. Each task order shall:
  - i. Establish the objective(s) of the support to be accomplished;
  - ii. Obligate the appropriate amount of funds;
  - iii. Establish a period of performance for the task;
  - iv. Utilize the appropriate fixed price for the applicable scope;
  - v. Establish delivery requirements, e.g., final reports, CDRL delivery, as required; and
  - vi. Incorporate the EIS PWS as an attachment to the task order.

(c) Mission Analysis: CLIN 4000 can also be used to procure FFP Mission Analysis in accordance with Attachment 1, PWS, section 3.10. The price for these Mission Analysis are not defined in Attachment 7, and will be negotiated prior to task order issuance. For such Mission Analysis, the Government will issue an RFP that will include a description of the support and delivery requirements. Upon RFP receipt, the Contractor shall submit to the Government a schedule, a brief description of how the Contractor will accomplish the task, and the basis of estimate for its price.

1. Each Mission Analysis effort shall be ordered by the Contracting Officer, via the issuance of a task order against this contract. Each task order shall:
  - i. Establish the objective(s) of the support to be accomplished;
  - ii. Obligate the appropriate amount of funds;
  - iii. Establish a period of performance for the task;
  - iv. Establish a fixed price;
  - v. Establish delivery requirements, e.g., final reports, CDRL delivery, as

- required;
- vi. Incorporate the PWS for each effort as an attachment to the task order;
- and
- vii. Establish inspection and acceptance terms

(d) Inspection and acceptance will be specified in the task order at task order issuance.

(e) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

(f) All data associated with this CLIN, including CDRL deliverables, are included in the price.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**AWARD FEE INCENTIVE**

5000

1  
Lot

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<p><i>Noun:</i> <i>PSC:</i> <i>DD1423 is Exhibit:</i> <i>Contract type:</i> <i>Start Date:</i> <i>Completion Date:</i> <i>Descriptive Data:</i> This is a CLIN Series.</p>	<p>AWARD FEE INCENTIVE V126 A J - FIRM FIXED PRICE ASREQ ASREQ</p>
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(a) This CLIN covers the Award Fee Incentive in accordance with Attachment 9, Award Fee Plan.

(b) Period of Performance: (To be filled out at task order issuance)

(c) Accounting and Appropriation Data: (To be filled in by the Government at task order issuance)

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			ASREQ
	<i>Noun:</i>					LAUNCH SERVICE
0002		1	U			ASREQ
	<i>Noun:</i>					MISSION UNIQUE SERVICES - PROCUREMENT
0003		1	U			ASREQ
	<i>Noun:</i>					MISSION UNIQUE SERVICES - R&D
0004		1	U			ASREQ
	<i>Noun:</i>					MISSION ACCELERATION
0005		1	U			ASREQ
	<i>Noun:</i>					QUICK REACTION/ANOMALY RESOLUTION
0006		1	U			ASREQ
	<i>Noun:</i>					SPECIAL STUDIES
0007		1	U			ASREQ
	<i>Noun:</i>					DATA & REPORTS
1000		1	U			ASREQ
	<i>Noun:</i>					POSTPONEMENT FEES
2000		1	U			ASREQ
	<i>Noun:</i>					LAUNCH SERVICE SUPPORT
3000		1	U			ASREQ
	<i>Noun:</i>					FLEET SURVEILLANCE
4000		1	U			ASREQ
	<i>Noun:</i>					EARLY INTEGRATION STUDIES/MISSION ANALYSIS
5000		1	U			ASREQ
	<i>Noun:</i>					AWARD FEE INCENTIVE

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## FAR Clauses Incorporated by Reference

1. FAR 52.203-03 GRATUITIES (Apr 1984)
2. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Oct 2010)
3. FAR 52.204-02 SECURITY REQUIREMENTS (Mar 2021)
4. FAR 52.204-04 PRINTING OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (May 2011)
5. FAR 52.204-07 SYSTEM FOR AWARD MANAGEMENT (Oct 2018)
6. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (Oct 2018)
7. FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (Aug 2020)
8. FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (Aug 2020)
9. FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (Aug 2020)
10. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (Dec 2014)
11. FAR 52.204-20 PREDECESSOR OF OFFEROR (Aug 2020)
12. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Nov 2021)
13. FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Nov 2021)
14. FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (Oct 2020)
15. FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (Apr 2008)
16. FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Apr 2008)
17. FAR 52.212-01 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Mar 2023)
18. FAR 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Dec 2022), ALTERNATE I (Oct 2014)
19. FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Sep 2021)
20. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (Mar 2023)
21. FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (Jun 2016)
22. FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Jun 2020)
23. FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Feb 2021)
24. FAR 52.227-01 AUTHORIZATION AND CONSENT (Jun 2020)
25. FAR 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Jun 2020)
26. FAR 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (Feb 2013)
27. FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (Jun 2020)
28. FAR 52.229-12 TAX ON FOREIGN PROCUREMENTS (Feb 2021)
29. FAR 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (Feb 2002)
30. FAR 52.232-09 LIMITATIONS ON WITHHOLDING OR PAYMENTS (Apr 1984)
31. FAR 52.232-11 EXTRAS (Apr 1984)
32. FAR 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)
33. FAR 52.232-23 ASSIGNMENT OF CLAIMS (May 2014)
34. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (Oct 2018)
35. FAR 52.232-39 UNENFORCEABILITY OF AUTHORIZED OBLIGATIONS (Jun 2013)

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36. FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Mar 2023)
  37. FAR 52.233-03 PROTEST AFTER AWARD (Aug 1996)
  38. FAR 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (Oct 2004)
  39. FAR 52.242-05 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Jan 2017)
  40. FAR 52.242-13 BANKRUPTCY (Jul 1995)
  41. FAR 52.242-15 STOP-WORK ORDER (Aug 1989)
  42. FAR 52.242-17 GOVERNMENT DELAY OF WORK (Apr 1984)
  43. FAR 52.243-01 CHANGES – FIXED-PRICE (Aug 1987), ALTERNATE I, (Apr 1984)
  44. FAR 52.245-01 GOVERNMENT PROPERTY (Sep 2021), ALTERNATE I (Apr 2012)
  45. FAR 52.245-09 USE AND CHARGES (Apr 2012)
  46. FAR 52.246-04 INSPECTION OF SERVICES – FIXED-PRICE (Aug 1996)

### **DFARS Clauses Incorporated by Reference**

1. DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2011)
2. DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)
3. DFARS 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (Jan 2023)
4. DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (Oct 2016)
5. DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Jan 2023)
6. DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (Jan 2023)
7. DFARS 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATIONS (Dec 2019)
8. DFARS 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (May 2021)
9. DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (Jan 2023)
10. DFARS 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (Mar 2022)
11. DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (Jan 2023)
12. DFARS 252.215-7008 Only One Offer (Dec 2022)
13. DFARS 252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (Jan 2023)
14. DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS – BASIC (Sep 2014)
15. DFARS 252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (May 2022)
16. DFARS 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (Jan 2023)
17. DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA – OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Mar 2023)
18. DFARS 252.227-7014 RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Mar 2023)
19. DFARS 252.227-7015 TECHNICAL DATA – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Mar 2023)
20. DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (Jan 2023)
21. DFARS 252.227-7025 LIMITATIONS ON USE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (Jan 2023)

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22. DFARS 252.227-7027 DEFERED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Apr 1988)
  23. DFARS 252.227-7030 TECHNICAL DATA – WITHHOLDING OF PAYMENT (Mar 2000)
  24. DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Jan 2023)
  25. DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVED AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Nov 2019)
  26. DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (Dec 2018)
  27. DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (Dec 2006)
  28. DFARS 252.239-7017 NOTICE OF SUPPLY CHAIN RISK (Dec 2022)
  29. DFARS 252.239-7018 SUPPLY CHAIN RISK (Dec 2022)
  30. DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (Dec 1991)
  31. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (Dec 2022)
  32. DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (Jan 2023)
  33. DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Apr 2012)
  34. DFARS 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEVIATION 2020-O0004) (Jan 2021)
  35. DFARS 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Apr 2012)
  36. DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006) (Dec 2017)
  37. DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (Jan 2023)
  38. DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Jan 2023)
  39. DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (Jan 2023)
  40. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Jan 2023)
  41. DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Jun 2020)

### **AFFARS Clauses Incorporated by Reference**

1. AFFARS 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (May 2021)
2. AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (May 2021)
3. AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (Oct 2019)

### **FAR Clauses Incorporated by Full Text**

#### **1. FAR 52.212-01 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Mar 2023)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value,

unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(2) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST ( <https://assist.dla.mil/online/start/> ).

(ii) Quick Search (<http://quicksearch.dla.mil/> )

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(j) Using the ASSIST Shopping Wizard ( <http://assist.dla.mil/wizard/index.cfm> );

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4  
Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094,  
Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(c) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique

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entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(d) [Reserved]

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**\*\*See Attachment 12, Instructions to Offerors. Attachment 13 is an addendum to the solicitation and not considered an attachment with regards to order of precedence, and therefore takes precedence over FAR provision 52.212-01 included in the contract.**

(END OF PROVISION)

## **2. FAR 52.212-04 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Dec 2022)**

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

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

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ( 31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide

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commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under

the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

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

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

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

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

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

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

**\*\*See Attachment 10, Addendum to FAR 52.212-04, Contract Terms and Conditions-- Commercial Products and Commercial Services. Attachment 10 is an addendum to the contract and not considered an attachment with regards to order of precedence, and**

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*therefore takes precedence over FAR clause 52.212-04 included in the contract.*

(END OF CLAUSE)

**3. FAR 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Jun 2023)**

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

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

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

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

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

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

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

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

(1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

(9) 52.209-06, Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment (Nov 2021) (31 U.S.C. 6101 note).

(10) 52.209-09, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(13) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) 52.219-08, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637 (d)(2) and (3)).

(18) (i) 52.219-09, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637 (d)(4)).

(iii) Alternate II (Nov 2016) of 52.219-09.

(21) 52.219-16, Liquidated Damages--Subcontracting Plan (Sep 2021)(15 U.S.C. 637(d)(4)(F)(i)).

(23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2023) (15 U.S.C. 632(a)(2)).

(278) 52.222-03, Convict Labor (June 2020) (E.O. 11755).

(30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11755).

(32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(33) (i) 52.222-36 Equal Opporutnity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793)

(34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(36) (i) 52.222-50 Combating Trafficking in Persons (Nov 2021) (22 U.S.C. Chapter 78 and E.O. 13627)

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydorfluorocarbons (Jun 2016) (E.O. 13693)

(45) 52.223-18, Encouraging Contractor Policies To Ban Text Messaging While Driving (Jun 2020) (E.O.13513).

(52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

(57) 52.232-29, Terms For Financing Of Purchases Of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

(63) 52.242-05, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(viii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(ix) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(x) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(END OF CLAUSE)

#### 4. FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \_\_\_\_\_ through \_\_\_\_\_ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

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(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**5. FAR 52.216-19 ORDERING LIMITATIONS (Oct 1995)**

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

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$TBD

(2) Any order for a combination of items in excess of \$TBD; or

(3) A series of orders from the same ordering office within (insert number of days) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (insert number of days) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

**6. FAR 52.243-07 NOTIFICATION OF CHANGES (Jan 2017)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated

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representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_\_(to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within \_\_\_\_\_(to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(END OF CLAUSE)

**7. FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Dec 2014)**

(a) The Contractor shall comply with the higher-level quality standard(s) selected below.

Title	Number	Date
Compliance Document	LE-T-014	March 2019
Compliance Document	AS9100D	September 2016

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction,

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documentation control, and advanced metrology.

(END OF CLAUSE)

**8. FAR 52.252-02 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):

<https://www.acquisition.gov/browse/index/far> <https://www.acquisition.gov/dfars>  
<https://www.acquisition.gov/affars>

(END OF CLAUSE)

**9. FAR 52.252-02 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):

<https://www.acquisition.gov/browse/index/far>  
<https://www.acquisition.gov/dfars>  
<https://www.acquisition.gov/affars>

(END OF CLAUSE)

**10. FAR 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020)**

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

(d) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

**DFARS Clauses Incorporated by Full Text**

**1. DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (Jan 2023)**

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

**N/A**

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

**Invoice 2in1**

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

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

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

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

(3) Document routing. The Contractor shall use the information in the Routing

Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	FA8811
Admin DoDAAC	S3605A
Inspect By DoDAAC	S3605A
Ship To Code	"See Schedule"
Ship From Code	"See Schedule"
Mark For Code	"See Schedule"
Service Approver (DoDAAC)	S3605A
Service Acceptor (DoDAAC)	S3605A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

Ms. Kirsten Precht

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

(END OF CLAUSE)

**AFFARS Clauses Incorporated by Full Text**

**1. AFFARS 5352.201-9101 OMBUDSMAN (Oct 2019)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

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(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Name: Mr. Brian Ucciardi  
Phone: (310) 653-1785  
Email: brian.ucciardi.1@spaceforce.mil  
Address: SSC/PK  
Attn: Mr. Brian Ucciardi  
Address: 483 N. Aviation Blvd  
El Segundo, CA 90245.

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(END OF CLAUSE)

## **2. AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Oct 2019)**

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and TBD to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with TBD citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(END OF CLAUSE)

CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

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DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	0		CONTRACT DATA REQUIREMENTS LIST (CDRLS)
ATTACHMENT 1	0		PERFORMANCE WORK STATEMENT (PWS)
ATTACHMENT 2A	0		DD 254 CONTRACT SECURITY CLASSIFICATION SPECIFICATION
ATTACHMENT 2B	0		DD 254 CONTRACT SCI ADDENDA
ATTACHMENT 2C	0		DD 254 CONTRACT SAP CONTINUATION PAGE
ATTACHMENT 3	0		SMALL BUSINESS SUBCONTRACTING PLAN (COVER PAGE)
ATTACHMENT 4	0		SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT (COVER PAGE)
ATTACHMENT 5	0		ACCEPTANCE CRITERIA
ATTACHMENT 6	0		GOVERNMENT PROPERTY (COVER PAGE)
ATTACHMENT 7	0		PRICING TABLES (COVER PAGE)
ATTACHMENT 8	0		PAYMENT PLAN
ATTACHMENT 9	0		AWARD FEE PLAN
ATTACHMENT 10	0		ADDENDUM TO FAR 52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
ATTACHMENT 11	0		ORGANIZATIONAL CONFLICT OF INTEREST (OCI) PLAN (COVER PAGE)
ATTACHMENT 12	0		INSTRUCTIONS TO OFFERORS (SOLICITATION ONLY)
ATTACHMENT 13	0		EVALUATION CRITERIA (SOLICITATION ONLY)