


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQ00516-12-R-0001		PAGE 1 OF 14	
2. CONTRACT NO. HQ00516-12-D-0002		3. AWARD/EFFECTIVE DATE 28-Aug-2012		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ00516-12-R-0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LEILA MILLER		b. TELEPHONE NUMBER (No Colloidal Cells) 301-222-6031		6. SCHEDULED OFFER DATE 07-Jun-2012	
9. ISSUED BY HQ00516 DEFENSE MEDIA ACTIVITY LEILA MILLER ACQUISITION AND CONTRACTING - EAST 6700 TAYLOR AVENUE FORT MEADE MD 20755 TEL: 301-222-6031 FAX:		CODE HQ00516		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUB/ZONE SB <input type="checkbox"/> R(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD 750 NAICS 334220		11. DELIVERY FOR FOR 12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO HQ00516 DEFENSE MEDIA ACTIVITY JOSE VILLAZON CENTRAL RECEIVING POINT 9421 16TH STREET BLDG 190 F1 BELVOIR VA 22060		CODE HQ00516		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR GLOBE COMM SYSTEMS, INC. FLYNN BRONIKOWSKI 45 OSER AVE HAUPPAUGE NY 11788-3808 TEL: 817-426-2782		CODE 02M07		18a. PAYMENT WILL BE MADE BY CODE			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		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
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input type="checkbox"/> 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: REFERENCE RESPONSE TO HQ00516-12-R-0006 <input checked="" type="checkbox"/> OFFER DATED <u>10-JUN-2012</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31b. DATE SIGNED 28-Aug-2012	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31c. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Marilyn Jackson / Chief of Contracting TEL: 301-222-6031 EMAIL: Marilyn.Jackson@da.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 14	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					
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. AMOUNT 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 ACCOUNT 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		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		15,000,000	(b)(4)	(b)(4)	(b)(4)

SATELLITE DECODER & HD ENCRYPTION SYSTEM
FFP

Description: CISCO SATELLITE DECODER AND HD ENCRYPTION
SYSTEMS TO INCLUDE ON-SITE INSTALLATION AND
IMPLEMENTATION. CISCO AUTHORIZED SP VIDEO PARTNERS ONLY.
NO GRAY MARKET EQUIPMENT WILL BE ACCEPTED. PARTNERS
MUST HAVE A CUSTOMER TRACKING PORTAL; MUST PROVIDE
STAGGERED DELIVERY. SEE EXH A FOR UNIT PRICES AND
DETAILED DESCRIPTION OF ITEMS.

BASE PERIOD: 1 SEP 2012 TO 31 AUG 2013

FOB: Destination

NSN: 9999-01-SNP-1950

MIL STRIP: HQ051612722001

PURCHASE REQUEST NUMBER: HQ002812726601

PROJECT: 2LA LI: 1

MAX
NET AMT

(b)(4)

ACRN AB
CIN: HQ0028127266010001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		15,000,000	(b)(4)	(b)(4)	(b)(4)

OPTION SATELLITE DECODER & HD ENCRYPTION SYSTEM
FFP
Description: CISCO SATELLITE DECODER AND HD ENCRYPTION
SYSTEMS TO INCLUDE ON-SITE INSTALLATION AND
IMPLEMENTATION. CISCO AUTHORIZED SP VIDEO PARTNERS ONLY.
NO GRAY MARKET EQUIPMENT WILL BE ACCEPTED. PARTNERS
MUST HAVE A CUSTOMER TRACKING PORTAL; MUST PROVIDE
STAGGERED DELIVERY. SEE EXH A FOR UNIT PRICES AND
DETAILED DESCRIPTION OF ITEMS.

OPTION YEAR 1: 1 SEP 2013 TO 31 AUG 2014

FOB: Destination
NSN: 9999-01-SNP-1950
MILSTRIP: HQ051612722001
PROJECT: 2LA LI: 1

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		15,000,000	(b)(4)	(b)(4)	(b)(4)

OPTION SATELLITE DECODER & HD ENCRYPTION SYSTEM
FFP
Description: CISCO SATELLITE DECODER AND HD ENCRYPTION
SYSTEMS TO INCLUDE ON-SITE INSTALLATION AND
IMPLEMENTATION. CISCO AUTHORIZED SP VIDEO PARTNERS ONLY.
NO GRAY MARKET EQUIPMENT WILL BE ACCEPTED. PARTNERS
MUST HAVE A CUSTOMER TRACKING PORTAL; MUST PROVIDE
STAGGERED DELIVERY. SEE EXH A FOR UNIT PRICES AND
DETAILED DESCRIPTION OF ITEMS.

OPTION YEAR 2: 1 SEP 2014 TO 31 AUG 2015

FOB: Destination
NSN: 9999-01-SNP-1950
MILSTRIP: HQ051612722001
PROJECT: 2LA LI: 1

MAX
NET AMT

(b)(4)

BLOCK 18A - PAYMENT OFFICE

PAYMENT OFFICE TO BE DESIGNATED ON INDIVIDUAL DELIVERY ORDER.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	N/A	Destination	Government
1001	Destination	N/A	Destination	Government
2001	Destination	N/A	Destination	Government

DELIVERY INFORMATION

C/LIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2012 TO 31-AUG-2013	N/A	HQ0516 DEFENSE MEDIA ACTIVITY (b)(6) CENTRAL RECEIVING POINT 5921 16TH STREET BLDG 190 FT BELVOIR VA 22060 (b)(6) FOB: Destination	HQ0516
1001	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0516
2001	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0516

ACCOUNTING AND APPROPRIATION DATA

AB: TO BE CITED ON EACH DELIVERY ORDER
 AMOUNT: \$0.00
 CIN HQ0028127266010001: \$0.00

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt 1	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate 1	OCT 1995
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2011
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-16 Alt 1	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate 1	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
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
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	NOV 2010
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.0100-4094 MARKING INSTRUCTIONS FOR ALL ITEMS TO INCLUDE DROP SHIP AND DIRECT SHIPMENT (DMA)(OCT 2008)

The Contractor shall attach two (2) copies of a detailed packing list with each box or container with unlike items where the full description of the contents is not authorized or cannot be shown. Include one (1) copy of the packing list inside the box or container and attach one (1) copy of the packing list on the outside of the box or container. The outside of the box or container must also include the complete shipping address as provided in the schedule and the Contract number HQ0516-12-D-0002 located on Page 1 of this document.

The packing list shall contain the following information:

- (a) Contract number/Purchase Order number or Delivery Order number
- (b) Package number and set number (if any) of the container.
- (c) A list of the contents which shows the quantity by item, item description, part number, type and size, unit of issue if other than each.

NOTE!

The government WILL NOT ACCEPT items shipped without a packing list especially when the content of the package is unidentifiable; rejected items will be returned at the contractor's expense.

INCOMPLETE DELIVERIES

Incomplete delivery refers to the incomplete shipment of a unit of issue of an individual contract line item (CLIN). Such incomplete, or fragmented delivery of any part of a CLIN is not authorized and will not be accepted. Each item (CLIN), including all components and sub-items, is to be delivered complete. Where sub-line items are reflected as component parts of an item, all sub-line items must be delivered simultaneously to form the complete item.

(End of Local Instruction)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (b)(4) (insert dollar figure or quantity), 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 (b)(4) (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (b)(4) (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 5 BUSINESS days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 2 BUSINESS

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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 AUG 2013, UNLESS THE CONTRACT IS EXTENDED BY EXERCISE OF AN OPTION.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 CALENDAR DAYS (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 CALENDAR DAYS before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 YEARS.

(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://www.arnet.gov/far>

(End of clause)

GENERAL INFORMATION

PERIOD OF PERFORMANCE: The period of performance shall consist of a base period of one (1) year and two (2) option periods of one (1) year each.

MAXIMUM CONTRACT VALUE: Not-to-exceed (b)(4) for each base and option period and not-to-exceed (b)(4) for the life of the contract (for all contracts combined). If the estimated value of (b)(4) for any given contract period is exceeded, the subsequent option period may be exercised early.

MINIMUM GUARANTEE: The minimum guarantee amount is (b)(4) for the base year and is the full amount in consideration for all years.

DELIVERY ORDER LIMITATIONS: The minimum delivery order amount is (b)(4) and the maximum delivery order amount is (b)(4).

ORDERING INSTRUCTIONS

ISSUANCE OF DELIVERY ORDERS

When the Government has a requirement, a Request for Proposal (RFP) will be issued to each contract holder. The RFP shall include the item(s) required (per the contract CLINs), the quantities, and the required delivery date(s). For large volume orders, the Government may require staggered deliveries. Contractors shall respond in accordance with the requirements of each RFP by submitting a proposal to the Contracting Officer.

It is anticipated that the majority of the delivery orders will be awarded based on competition, with award being made to the lowest-priced proposal. However, the Government reserves the right to award delivery orders as follows:

1. Price only
2. Price and Delivery Schedule
3. Unilateral issuance of delivery order based on prices in basic contract in order to satisfy minimum guarantee.

In accordance with FAR 16.505(b) and DFARS 216.505-70, all contractors will be given a fair opportunity to bid on delivery orders over \$150,000.00 unless one of the following exceptions apply:

1. The agency need for the supplies is so urgent that providing a fair opportunity would result in unacceptable delays.
2. Only one awardee is capable of providing the supplies required at the level of quality required because the supplies ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.

The Contracting Officer, in the awarding of individual delivery orders, will consider factors such as past performance on earlier delivery orders, to include quality, timeliness, or other factors that the Contracting Officer determines to be relevant in awarding a particular delivery order. Award factors may vary depending on the requirements for each delivery order; however, price will always be a consideration.

When an RFP for a delivery order is issued with price as the only criteria, the lowest, responsive Offeror will be awarded the delivery order. During the administration of this contract, prices offered as part of the Offeror's price proposal shall not be exceeded. In the case of a unilateral award, the Government will issue the award based on the Offeror's proposed unit prices offered and accepted as a part of the basic contract.

Delivery orders may be placed via mail, telephone, facsimile or e-mail. The delivery order becomes binding when the Contracting Officer signs the order.

In accordance with FAR 16.505(a)(10), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a delivery order contract, except for (1) a protest on the grounds that the order increases the scope, period, or maximum value of the contract; or (2) a protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR Subpart 33.104. The authority to protest the placement of an order under this subpart expires on September 30, 2016.

In accordance with FAR 16.505(b)(6), the head of the agency shall designate a delivery order ombudsman. The ombudsman must review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The Ombudsman for the Defense Media Activity is the Chief of Policy & Compliance, DMA Contracting Office-East, 6700 Taylor Ave, Fort George G. Meade, MD 20755.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from 1 SEP 2012 TO 31 AUG 2013 , UNLESS THE CONTRACT IS EXTENDED BY EXERCISE OF AN OPTION.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

EXPEDITE ELECTRONIC PAYMENT

(a) This contract action for commercial items of supply incorporates DEARS 252.232-7003, Electronic Submission of Payment Requests. For the Department of Defense, the MANDATORY method of electronic submission of payment requests is by Wide Area Workflow (WAWF). This means that paper invoices are not permitted and will not be processed for payment.

(b) Definitions Important to the WAWF Process

Acceptor: The organization or person designated in block 15 of the SF 1449 (cover page of the purchase request) who accepts the products or services tendered. The acceptor has a unique DoDAAC (Department of Defense

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COMMERCIAL: 801-605-7095

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(3) DMA POCs:

ACCEPTOR/WAWF/INVOICES: (b)(6)

CONTRACT SPECIALIST: (b)(6)

CONTRACTING OFFICER: (b)(6)

(4) Technical POCs: (b)(6)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQ051621770001000A		PAGE 1 OF 6	
2. CONTRACT NO HQ0516-12-D-0002		3. AWARD/EFFECTIVE DATE 06-Sep-2012		4. ORDER NUMBER 0001		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. SOLICITATION ISSUE DATE	
9. ISSUED BY HQ0516 DEFENSE MEDIA ACTIVITY LEILA MILLER ACQUISITION AND CONTRACTING - EAST 8700 TAYLOR AVENUE FORT MEADE MD 20755 TEL: 301-222-6031 FAX:		CODE HQ0516		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE. % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> B(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD 750 NAICS: 334220		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO HQ0516 DEFENSE MEDIA ACTIVITY JOSE VILLAZON CENTRAL RECEIVING POINT 5621 16TH STREET BLDG 190 FT BELVOIR VA 22060		CODE HQ0516		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR GLOBE COMM SYSTEMS, INC. PETER BRONIKOWSKI 45 OSER AVE HAUPPAUGE NY 11788-3808 TEL: 817-426-2782		CODE 02MQ7 FACILITY CODE		18a. PAYMENT WILL BE MADE BY HQ0347 DFAS INDIANAPOLIS ACTG DIV ATTN: DFAS IN IIA DEPT 97 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1325			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		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
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input 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 <u>0</u> COPIES <input type="checkbox"/> 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. REFERENCE QUOTE MAIL <input checked="" type="checkbox"/> OFFER DATED <u>04-Sep-2012</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		32c. DATE SIGNED	
						06-Sep-2012	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31c. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Marilyn Jackson / Chief of Contracting TEL: 301-222-6031 EMAIL: Marilyn.Jackson@dms.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 6	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
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. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT 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		42b. RECEIVED AT (Location)				
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION
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Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		5,112	(b)(4)	(b)(4)	(b)(4)

SATELLITE DECODER

FFP

Description: CISCO SATELLITE DECODER;

(b)(4)

FOB: Destination

NSN: D986511

PURCHASE REQUEST NUMBER: HQ051621770001000A

NET AMT

(b)(4)

ACRN AA

CIN: HQ051621770001000A0001

(b)(4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	N/A	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	09-OCT-2012	5,112	HQ0516 DEFENSE MEDIA ACTIVITY (b)(6) CENTRAL RECEIVING POINT 5921 16TH STREET BLDG 190 FT BELVOIR VA 22060 (b)(6) FOB: Destination	HQ0516

ACCOUNTING AND APPROPRIATION DATA

AA-9720100-4101-2721-3151-012133 VALA97 DIAC21324

(b)(4)

CIN HQ051621770001000A0001 (b)(4)

**52.0100-4094 MARKING INSTRUCTIONS FOR ALL ITEMS TO INCLUDE DROP
SHIP AND DIRECT SHIPMENT (DMA)(OCT 2008)**

The Contractor shall attach two (2) copies of a detailed packing list with each box or container with unlike items where the full description of the contents is not authorized or cannot be shown. Include one (1) copy of the packing list inside the box or container and attach one (1) copy of the packing list on the outside of the box or container. The outside of the box or container must also include the complete shipping address as provided in the schedule and the Delivery Order 0001 number located on Page 1 of this document.

The packing list shall contain the following information:

- (a) Contract number/Purchase Order number or Delivery Order number
- (b) Package number and set number (if any) of the container.
- (c) A list of the contents which shows the quantity by item, item description, part number, type and size, unit of issue if other than each.

NOTE!

The government WILL NOT ACCEPT items shipped without a packing list especially when the content of the package is unidentifiable; rejected items will be returned at the contractor's expense.

INCOMPLETE DELIVERIES

Incomplete delivery refers to the incomplete shipment of a unit of issue of an individual contract line item (CLIN). Such Incomplete, or fragmented delivery of any part of a CLIN is not authorized and will not be accepted. Each item (CLIN), including all components and sub-items, is to be delivered complete. Where sub-line items are reflected as component parts of an item, all sub-line items must be delivered simultaneously to form the complete item.

(End of Local Instruction)

EXPEDITE ELECTRONIC PAYMENT

(a) This contract action for commercial items of supply incorporates DFARS 252.232-7003, Electronic Submission of Payment Requests. For the Department of Defense, the MANDATORY method of electronic submission of payment requests is by Wide Area Workflow (WAWF). This means that paper invoices are not permitted and will not be processed for payment.

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Acceptor: The organization or person designated in block 15 of the SF 1449 (cover page of the purchase request) who accepts the products or services tendered. The acceptor has a unique DoDAAC (Department of Defense Activity Address Code) shown in the upper right hand box of block 15 that must be used to notify the acceptor that an electronic invoice is pending.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 6	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
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		
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33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
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		42b. RECEIVED AT (Location)			
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		198,900	(b)(4)	(b)(4)	(b)(4)

SATELLITE DECODER

FFP

Description: CISCO SATELLITE POWERVIEW DIGITAL DECODERS F/U/W
DMA SATNET SERVICES. PART NO. 401943801140001, MDL D9854.
(REF: CLIN 0001 - IDIQ)

(b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: HQ051622560003000TVC

NET AMT

(b)(4)

ACRN AA

CIN: HQ051622560003000TVC0003

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		140,900	(b)(4)	(b)(4)	(b)(4)

SATELLITE DECODER

FFP

Description: CISCO SATELLITE POWERVIEW DIGITAL DECODERS F/U/W
DMA SATNET SERVICES. PART NO. 401943803070001, MDL D9854
(REF: CLIN 0005 - IDIQ)

(b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: HQ051622560003000TVC

NET AMT

(b)(4)

ACRN AA

CIN: HQ051622560003000TVC0004

(b)(4)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	27-OCT-2012	198,900	HQ0028 DEFENSE MEDIA ACTIVITY SHIP TO (b)(6) 14855 6TH STREET BLDG. 2725 RIVERSIDE CA 92518-2031 (b)(6) FOB: Destination	HQ0028
0002	27-OCT-2012	140,900	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0028

ACCOUNTING AND APPROPRIATION DATA

AA: 9720100.4101 2721 3151 012133 VALA97 DIAC21400
 AMOUNT: \$339,800.00
 CIN HQ051622560003000TVC0003: \$198,900.00
 CIN HQ051622560003000TVC0004: \$140,900.00

INSPECTION AND ACCEPTANCE TERMS

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CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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CLAUSES INCORPORATED BY FULL TEXT

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packing list on the outside of the box or container. The outside of the box or container must also include the complete shipping address as provided in the schedule and the Delivery Order number 0002 located on Page 1 of this document.

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RECEIVING HOURS FOR DELIVERIES

Material for delivery will be accepted at the receiving activity between 0730 and 1430 hours only, daily except Saturday, Sunday and Federal holidays. Carriers or deliveries arriving after 1400 hours will not be off-loaded or accepted until the following workday.

(End of Local Instruction)

PAYMENT INSTRUCTIONS

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