

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 20	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>FA8730-04-R-0009</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>THOMAS A. KOVACS</b>				b. TELEPHONE NUMBER (No collect calls) (781) 377-3734	
8. OFFER DUE DATE/ LOCAL TIME <b>09 JUL 2004/12:00PM</b>		9. ISSUED BY <b>ESC/GAK</b> CODE <b>FA8730</b>		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 0% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: <b>334511</b> SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING <b>DO-A7</b> 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
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			
FOREIGN MILITARY SALES (FMS) CASE PL-D-DAO							
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES <b>See SF1449 Continuation</b> <i>(Attach Additional Sheets as Necessary)</i>		21. QUANTITY	
						22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		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		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	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i></p> <p><i>ACRN:</i></p> <p><i>NSN:</i></p> <p><i>Contract type:</i></p> <p><i>Inspection:</i></p> <p><i>Acceptance:</i></p> <p><i>FOB:</i></p> <p><i>Descriptive Data:</i></p>	<p>4 Each</p>	<p>INSTRUMENT LANDING SYSTEM (ILS) WITH DISTANCE MEASURING EQUIPMENT (DME)</p> <p>U</p> <p>N - Not Applicable</p> <p>J - FIRM FIXED PRICE</p> <p>SOURCE</p> <p>SOURCE</p> <p>SOURCE</p>
	<p>A. The Contractor shall provide all the necessary personnel, materials, NAVAID shelters, equipment and services to produce and deliver the Category II Instrument Landing System (ILS) with Distance Measuring Equipment (DME) in accordance with the Statement of Work (SOW), System Requirements Document (SRD) and Logistics Support Concept (LSC) (attached).</p> <p>B. Includes two-years of Site/Operating Spares (to be provided with each ILS), Test Equipment and Special Tools (one set for each ILS) in accordance with the SOW.</p> <p>C. Two (2) sets of Operation and Maintenance Manuals (COTS Manuals) shall be provided with each ILS System in accordance with the SOW. (attached)</p> <p>D. All documentation shall be in the English Language in accordance with the attached Contract Data Requirements List, DD Form 1423-1.</p> <p>E. Separate/partial shipment of site preparation or other equipment as needed is authorized.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0002</b>	<p><i>Noun:</i> CENTRAL SUPPLY POINT SPARE MODULES AND REPAIR PARTS</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide all the necessary personnel, materials, equipment and services to produce and deliver the Central Supply Point two-year supply block of Spare Modules and Repair Parts in accordance with the Statement of Work (SOW), System Requirements Document (SRD), and Logistics Support Concept (LSC) (attached).</p> <p>B. Includes one set of Test Equipment and Special Tools in accordance with the Statement of Work.</p> <p>C. Includes two (2) sets of Operation and Maintenance Manuals (COTS Manuals) in accordance with the Statement of Work (Technical Data).</p> <p>D. All documentation shall be in the English Language in accordance with the attached Contract Data Requirements List, DD Form 1423-1.</p>	1 Lot	_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0003	<p><i>Noun:</i> SITE SURVEY FOR ILS/DME  <i>ACRN:</i> U  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE</p>	1 Each	_____
	<p><i>Descriptive Data:</i>  A. The Contractor shall provide all the necessary personnel, materials, equipment and services, including round-trip transportation costs to Poland, to conduct Site Surveys for the ILS/DME for each airfield in Poland: Lask (southwest of Lodz), Malbork, and Deblin, Babie Doly (near Gdynia) and at Siemierowice-Cewice (about 30 km south of Lebork) in accordance with the SOW. The Contractor shall recommend optimum equipment siting and configurations and provide site preparation instruction intended to support instrument approaches for the Polish Government IAW the SOW and CDRLs. (attached)  B. Requires collaboration with the US Government and Polish Armed Forces (Air Force and Navy).  C. Applicable standards include ICAO Annex 10. The contractor shall describe findings and provide recommendations and site preparation data in a site survey report IAW CDRL. The report shall address any restrictions associated with airfield layout  D. Planned date for the site survey is within forty-five (45) days after contract (DAC).  E. All documentation shall be in English.  F. Transportation pricing shall be based upon per day rates, round-trip airfare to Poland and in-country transportation for two (2) persons for seven (7) workdays in Poland.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0004</b>	<p><i>Noun:</i> INSTALLATION AND TESTING  <i>ACRN:</i> U  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i>  A. The Contractor shall provide all necessary personnel, materials, equipment and services, to test the Instrument Landing Systems (ILS) utilizing Factory Acceptance Test (FAT) Procedures. In Poland, install and perform Intallation and Check-Out (I&amp;CO) Testing for acceptance at Lask, Malbork, Deblin, and Gydria-Babie Doly in accordance with the attached Statement of Work (SOW) and Systems Requirements Document (SRD). Costs will include round-trip transportation to Poland.  B. Includes FAT Report, Installation and Check-Out Test Plan and Test Report.  C. All documentation shall be in the English Language in accordance with the CDRL (attached).  D. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.  E. Pricing includes number of mandays required, transportation costs, and number of field service technicians to be used at each site for installation and checkout.</p>	4 Each	_____
<b>0005</b>	<p><i>Noun:</i> TECHNICAL ASSISTANCE (INITIAL COMMISSIONING FLIGHT INSPECTION)  <i>ACRN:</i> U  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i>  A. The Contractor shall supply all necessary personnel, materials, equipment and services, including round-trip transportation costs to Poland, to support initial Commissioning Flight Inspection (Technical Assistance) of each ILS System at Lask, Malbork, Deblin, and Babie Doly allowing two (2) days per site. The Contractor shall also make adjustments required for commissioning. This shall be in accordance with the attached Statement of Work.  B. All documentation shall be in the English Language in accordance with the attached Contract Data Requirements List, DD Form 1423-1.  C. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.  D. Pricing includes number of mandays required, transportation costs, and number of field service technicians to be used at each site for installation and checkout.</p>	4 Each	_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0006</b>	<p><i>Noun:</i> DATA</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. Contractor shall provide Data in support of CLINs 0001 through 0005 IAW the documents set forth in the Contract Data Requirements List (CDRL) (attached).</p> <p>B. All documentation shall be in English.</p> <p>C. Pricing for Data is included in CLINs 0001 through 0005.</p>	<p>1 Lot</p>	<p>_____</p> <p>_____</p>
<b>0007</b>	<p><i>Noun:</i> STANDARD TWO YEAR COMMERCIAL WARRANTY</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. Two (2) year initial commercial factory warranty for all equipment delivered under this contract. Includes repair and replacement of any product whose non-compliance is discovered and made known to the Contractor in writing. The Contractor warrants and implies that the items delivered by way of this contract are merchantable and fit for use for the particular purpose for which they were designed. As a "Limitation of Liability," except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. Nothing in this warranty extension shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects.</p> <p>B. All documentation shall be in the English language.</p> <p>C. Warranty shall be extended to the Government of Poland.</p>	<p>4 Each</p>	<p>_____</p> <p>_____</p>

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0008	<p><i>Noun:</i> POST AWARD CONFERENCE  <i>ACRN:</i> U  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE  <i>Descriptive Data:</i></p>	1 Each	_____
<p>The contractor shall host a one (1) day Post Award Conference at the Contractor's facility. The agenda will be coordinated between the US Government and the Contractor.</p>			
0009	<p><i>Noun:</i> IN-COUNTRY PROGRAM MANAGEMENT REVIEW  <i>ACRN:</i> U  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE  <i>Descriptive Data:</i></p>	2 Each	_____
<p>A. The contractor shall attend one (1) two-day Program Management Review (PMR) and one (1) five-day PMR in Warsaw, Poland. During the second PMR, 3 of the 5 days will be for site visits to view site preparation progress. The agenda will be coordinated between the US Government and the Contractor.            B. US Government shall provide the Contractor at least five (5) weeks prior notice of the upcoming PMR in order for travel arrangements to be made.            C. The first PMR shall occur after the Site Survey Report has been delivered to the Polish Armed Forces (PAF). Subjects to be discussed include, but are not limited to, the Site Survey Report, technical concerns, program schedule, and warranty procedures. The second PMR shall occur after the equipment is shipped from the factory. The decision concerning if and how to proceed will be based upon the results from the site visits. Contractor will provide job titles and number of persons that will be attending each PMR with four (4) weeks advanced notice.</p>			

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0010</b>	<p><i>Noun:</i> Portable ILS Receiver (PIR)  <i>ACRN:</i> U  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE</p>	4 Each	_____
	<p><i>Descriptive Data:</i>  A. The Contractor shall produce and provide a Portable ILS Receiver (PIR) in accordance with the Statement of Work (attached).  B. Two (2) sets of Operation and Maintenance Manuals (COTS Manuals) shall be provided with each PIR in accordance with the Statement of Work (SOW). (attached)  C. All documentation shall be in the English Language in accordance with the attached Contract Data Requirements List, DD Form 1423-1.</p>		
<b>0011</b>	OPTION CLIN (supply)		_____
	<p><i>Noun:</i> INSTRUMENT LANDING SYSTEM (ILS) WITH DISTANCE MEASURING EQUIPMENT (DME) (OPT  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE</p>		
	<p><i>Descriptive Data:</i>  A. The Contractor shall provide all the necessary personnnel, materials, NAVAID shelters, equipment and services to produce and deliver the Category II Instrument Landing System (ILS) with Distance Measuring Equipment (DME) in accordance with the Statement of Work (SOW), System Requirements Document (SRD) and Logistics Support Concept (LSC)(attached).  B. Includes two-years of Site/Operating Spares (to be provided with each ILS), Test Equipment and Special Tools (one set for each ILS) in accordance with the SOW.  C. Two (2) sets of Operation and Maintenance Manuals (COTS Manuals) shall be provided with each ILS System in accordance with the SOW. (attached)  D. All documentation shall be in the English Language in accordance with the attached Contract Data Requirements List, DD Form 1423-1.  E. Separate/partial shipment of site preparation or other equipment as needed is authorized.  F. Option exercise period: 180 days after contract (DAC) award.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0012</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> INSTALLATION AND TESTING (OPTION)  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> J - FIRM FIXED PRICE  <i>Inspection:</i> SOURCE  <i>Acceptance:</i> SOURCE  <i>FOB:</i> SOURCE</p>		
	<p><i>Descriptive Data:</i>  A. The Contractor shall provide all necessary personnel, materials, equipment and services to test the Instrument Landing Systems (ILS) utilizing Factory Acceptance Test (FAT) Procedures. In Poland, install and perform Intallation and Check-Out (I&amp;CO) Testing for acceptance at Lask, Malbork, Deblin, and Babie Doly in accordance with the attached Statement of Work (SOW) and Systems Requirements Document (SRD). Costs will include round-trip transportation to Poland.  B. Includes FAT Report, Installation and Check-Out Test Plan and Test Report.  C. All documentation shall be in the English Language in accordance with the CDRL (attached).  D. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.  E. Pricing includes number of mandays required, transportation costs, and number of field service technicians to be used at each site for installation and checkout.  F. Option exercise period: 180 days after contract (DAC) award.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0013</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> TECHNICAL ASSISTANCE (INITIAL COMMISSIONING FLIGHT INSPECTION) (OPTION)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p>		
	<p><i>Descriptive Data:</i></p> <p>A. The Contractor shall supply all necessary personnel, materials, equipment and services, including round-trip transportation costs to Poland, to support initial Commissioning Flight Inspection (Technical Assistance) of each ILS System at Lask, Malbork, Deblin, and Babie Doly allowing two (2) days per site. The Contractor shall also make adjustments required for commissioning. This shall be in accordance with the attached Statement of Work.</p> <p>B. All documentation shall be in the English Language in accordance with the attached Contract Data Requirements List, DD Form 1423-1.</p> <p>C. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.</p> <p>D. Pricing includes number of mandays required, transportation costs, and number of field service technicians to be used at each site for installation and checkout.</p> <p>E. Option exercise period: 180 days after contract (DAC) award.</p>		
<b>0014</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> STANDARD TWO YEAR COMMERCIAL WARRANTY (OPTION)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p>		
	<p><i>Descriptive Data:</i></p> <p>A. Two (2) year initial commercial factory warranty for all equipment delivered under this contract. Includes repair and replacement of any product whose non-compliance is discovered and made known to the Contractor in writing. The Contractor warrants and implies that the items delivered by way of this contract are merchantable and fit for use for the particular purpose for which they were designed. As a "Limitation of Liability," except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. Nothing in this warranty extension shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects.</p> <p>B. All documentation shall be in the English language.</p> <p>C. Warranty shall be extended to the Government of Poland.</p> <p>D. Option exercise period: 180 days after contract (DAC) award.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0015</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> PORTABLE ILS RECEIVER (PIR) (OPTION)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall produce and provide a Portable ILS Receiver (PIR) in accordance with the Statement of Work (attached).</p> <p>B. Two (2) sets of Operation and Maintenance Manuals (COTS Manuals) shall be provided with each PIR in accordance with the Statement of Work (SOW). (attached)</p> <p>C. All documentation shall be in the English Language in accordance with the attached Contract Data Requirements List, DD Form 1423-1.</p> <p>D. Option exercise period: 180 days after contract (DAC) award.</p>		
<b>0016</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> Data (Option)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A. Contractor shall provide Data in support of CLINs 0011 through 0015 IAW the documents set forth in the Contract Data Requirements List (CDRL) (attached).</p> <p>B. All documentation shall be in English.</p> <p>C. Priceing for Data is included in CLINs 0011 through 0015.</p> <p>D. Option exercise period: 180 days after contract (DAC) award.</p>		

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		4	U		8	MARO

*Noun:* INSTRUMENT LANDING SYSTEM (ILS) WITH DISTANCE MEASURING EQUIPMENT (DME)  
*ACRN:* U  
*Descriptive Data:*  
 Delivery will be no later than (NLT) 8 months after receipt of contract (MARC) by the contractor.

a. Label Instructions: Each container shall be labeled with the following (FMS Case PL-D-QAC) information:

Ministry of National Defense Articles  
 Contract No. FA8730-04-X-XXXX  
 FMS Case PL-D-DAO  
 LOA Case Item 003  
 Communication Electronic Equipment

b. Ship To Address: TBD

c. Mark For Address: TBD

d. The original invoice must be attached to the delivered goods and stated that the material is for the "Ministry of National Defense" and "Country of Origin: USA, manufactured in various countries".

e. Freight Forwarding Company: Menlo Logistics, Inc. POCs in the United States responsible for shipments are:

(1) Ms Geraldine R. Brennan  
 Logistics Manager  
 718 S. Fulton Ave.  
 Mount Vernon, NY 10550  
 Tele No. (914)665-3579  
 Fax No. (914)665-3639  
 e-mail: brennan.geraldine@menloworldwide.com

(2) Mr. Bilson Foster  
 Logistics Manager  
 718 S. Fulton Ave.  
 Mount Vernon, NY 10550  
 Tele No. (914)665-3579, ext 103  
 Fax No. (914)665-3639  
 e-mail: foster.bilson@menloworldwide.com

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0002		1	U		8	MARO
	<p><i>Noun:</i> CENTRAL SUPPLY POINT SPARE MODULES AND REPAIR PARTS</p> <p><i>ACRN:</i> U</p> <p><i>Descriptive Data:</i>            No change for para a through e from CLIN 001            To be delivered no later than (NLT) 8 months after receipt of contract (MARO) by the contractor. Central Supply Facility is located in Torun, Poland.</p>					
0003		1	U		12	MARO
	<p><i>Noun:</i> SITE SURVEY FOR ILS/DME</p> <p><i>ACRN:</i> U</p> <p><i>Descriptive Data:</i>            Final Site Survey Report must be completed no later than (NLT) 120 days after receipt of contract (DARC) by the contractor.</p>					
0004		4	U			ASREQ
	<p><i>Noun:</i> INSTALLATION AND TESTING</p> <p><i>ACRN:</i> U</p> <p><i>Descriptive Data:</i>            To be completed no later than (NLT) 6 months after completion of CLIN 0001 (ILS with DME).</p>					
0005		4	U			ASREQ
	<p><i>Noun:</i> TECHNICAL ASSISTANCE (INITIAL COMMISSIONING FLIGHT INSPECTION)</p> <p><i>ACRN:</i> U</p> <p><i>Descriptive Data:</i>            To be completed no later than (NLT) 3 months after completion of CLIN 0004 (ILS with DME).</p>					
0006		1	U			ASREQ
	<p><i>Noun:</i> DATA</p> <p><i>ACRN:</i> U</p> <p><i>Descriptive Data:</i>            NA</p>					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0007		4	U			ASREQ
	<i>Noun:</i>					STANDARD TWO YEAR COMMERCIAL WARRANTY
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					The initial two year warranty will commence after on-site operational acceptance of each system, CLIN 0001.
0008		1	U			ASREQ
	<i>Noun:</i>					POST AWARD CONFERENCE
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					NLT 30 DAC
0009		2	U			15 May 2005
	<i>Noun:</i>					IN-COUNTRY PROGRAM MANAGEMENT REVIEW
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					NA
0010		4	U			30 Apr 2005
	<i>Noun:</i>					Portable ILS Receiver (PIR)
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					No change for para a through e from CLIN 001

**1. FAR 52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)**

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows:

The Contractor shall prepare and submit a final DD Form 250, Material Inspection and Receiving Report, on a one-time basis, collectively accounting for all completed items called for under Exhibit A, which called for submission of data with a letter of transmittal. The DD Form 250 shall be submitted with the last item required to be delivered.

**2. FAR 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Apr 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

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

(1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999). (If the offeror elects to waive the preference, it shall so indicate in its offer.)

(7) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637 (d)(2) and (3)).

(8) (iii) 52.219-09, Small Business Subcontracting Plan (Jan 2002). Alternate II (Oct 2001) (15 U.S.C. 637 (d)(4)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(13) 52.222-03, Convict Labor (June 2003)(E.O. 11755).

(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(16) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.232-29, Terms For Financing Of Purchases Of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(31) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

(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:

(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 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.

### **3. DFARS 252.204-7000 DISCLOSURE OF INFORMATION (Dec 1991)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

### **4. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Jan 2004)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-03 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (Apr 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (Feb 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (Apr 2003) (10 U.S.C. 2533a).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C. 2779).  
Para (b)(1), Sales to the Government(s) of \$0.00

252.226-7001 Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

252.227-7015 Technical Data--Commercial Items (Nov 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).

252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

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).

#### **5. ESC-I001 INCORPORATION OF SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (Mar 2004)**

The contractor's Small and Small Disadvantaged Business Subcontracting Plan, dated \_\_\_\_\_, Attachment 9 to this contract, is a material part of this contract and is incorporated herein by reference.

#### **6. ESC-I002 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) (TAILORED) (Mar 2004)**

(a) The Air Force has entered into contracts with

Titan Corporation  
c/o William Flanagan  
VP, Information Systems Group, (976) 671-1108  
e-mail: b.flanagan@titan.com  
700 Technology Park Drive  
Billerica, MA 01821

MITRE Corporation  
c/o Dr. Louis S. Metzger  
V.P. Center for AF C2 Systems, (781) 377-5920  
e-mail: lmetzger@MITRE.org.  
M/S 1606 K  
202 Burlington Rd.  
Bedford, MA 01730

for services to provide technical, evaluation, and acquisition management support.

(d) Service tasks involved the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve:

1. Evaluate from a technical and financial standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.
2. Assure that the impact of new data, new developments, and modified requirements is properly assessed and exploited.

(e) In the performance of this contract, the Contractor agrees to cooperate with contractors listed under paragraph (a) above by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Contractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.

(f) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(g) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(h) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(i) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	11	28 MAY 2004	ILS WITH DME CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423
ATTACHMENT 1	4	19 MAY 2004	STATEMENT OF OBJECTIVE (SOO) FOR ILS WITH DME
ATTACHMENT 2	4	19 MAY 2004	STATEMENT OF WORK (SOW) FOR ILS WITH DME
ATTACHMENT 3	2	19 MAY 2004	SYSTEMS REQUIREMENTS DOCUMENT FOR ILS WITH DME
ATTACHMENT 4	2	19 MAY 2004	ILS WITH DME LOGISTICS SUPPORT CONCEPT
ATTACHMENT 5	4	19 MAY 2004	INSTRUCTIONS FOR PROPOSAL PREPARATION (IFPP). (THIS ATTACHMENT 5 IS PART OF THE SOLICITATION, BUT IT WILL NEVER BE PART OF THE CONTRACT THAT IS AWARDED)
ATTACHMENT 6	2	19 MAY 2004	EVALUATION FACTORS FOR AWARD. (THIS ATTACHMENT 6 IS PART OF THE SOLICITATION, BUT IT WILL NEVER BE PART OF THE CONTRACT THAT IS AWARDED)
ATTACHMENT 7	1		WARRANTY
ATTACHMENT 8	1		SPARE PARTS/MODULES LIST, SITE OPERATIONAL CONSUMABLE SPARES LIST, SITE LEVEL SPECIAL TOOLS, AND TEST EQUIPMENT LIST
ATTACHMENT 9	1		SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT 10	1	19 MAY 2004	PAYMENT PLAN

**Contractor Data Requirements List (CDRL)**

**Exhibit A**

**POLAND FMS Case PL-D-DAO**

**Instrument Landing System (ILS) with  
Distance Measuring Equipment (DME)**

**CLINs: 0006 and 0016 (OPTION)**

**(In support of CLINs 0001, 0002, 0003, 0004, 0005 and 0010)**

**(In support of OPTION CLINs 0011 through 0015)**

**28 May 2004**

**Prepared by:**

**Global Air Traffic Operations/Mobility Command & Control (GATO/MC2)**

**Systems Program Office – Electronic Systems Center ESC / GAF**

**75 Vandenberg Drive – Bldg 1630**

**Hanscom AFB, MA 01730-2103**

## Poland FMS Case PL-D-DAO - ILS/DME

### - CDRL TABLE OF CONTENTS

	<u>Page</u>
Cover	1
Table of Contents & Data Item List	2
CDRL General Instructions (DD Form 1423)	3 - 4
Office Symbols / Address List	5
DD Form 1423s	6 -12

  

<u>Item no.</u>	<u>Data Item Title</u>	<u>SOW Paragraph:</u>
A001	DI-MISC-81183/T Integrated Master Schedule (IMS) Monthly Management Report	SOW: 8.0
A002	DI-NDTI-80809B/T Test/Inspection Report --Factory Acceptance Test Report (FAT)	SOW: 6.1
A003	DI-TMSS-80527/T Commercial Off-the-Shelf (COTS) Manuals and Associated Supplemental Data	SOW: 5.3.4
A004	DI-MISC-81381/T Site Survey Report	SOW: 5.2
A005	DI-QCIC-80511/T Installation and Check-Out Plan	SOW: 6.2
A006	DI-QCIC-80512/T Installation and Check-Out Report	SOW: 6.2

## Poland FMS Case PL-D-DAO- ILS/DME

### -- GENERAL INSTRUCTIONS for DD Form 1423

#### 1. Contents and Delivery Media

The attached Contract Data Requirements List (CDRL) contains a complete list of data deliverables for its related Contract Line Item Numbers (CLINs). IAW with the Reduction of Paper Act, the electronic delivery of data is required whenever possible. ESC/GAF will accept data in current Microsoft Office™ applications; e.g., access to Contractor's world wide web (www) site, electronic mail, disk, etc. A paper hard copy of each CDRL item will be delivered to ESC/GAF and an e-mail notification made to the Distribution List.

At a minimum, all documentation will be in the English language; see data item for manuals.

#### 2. Applicable Documents

DoD 5010.12-L, DoD Acquisition Management Systems and Data Requirements Control List (AMSDL), dated 1 April 2001.

#### 3. Standard Data Item Description (DID)

Block 4 contains the Data Item Description (DID) number to be followed in developing the required data. All reference numbers appearing in block 4 correspond to DIDs listed in the AMSDL and are described on DD Form 1664, Data Item Description. Block 10 of DD Form 1664, together with any tailoring cited in the CDRL, contains instructions for preparation of data delivered under this contract.

#### 4. Tailored Data Item Descriptions

Because of program-peculiar data requirements, certain DIDs called out in the CDRL have been tailored from the standard format specified on DD Form 1664. In such cases, "/T" (tailored) has been suffixed to the DID number appearing in block 4 of the CDRL format; for example, DI-MISC-80508/T. The specific tailoring is detailed in block 16, or, if lengthy, by back-up pages as an attachment to the CDRL Exhibit.

#### 5. Submittal Dates

Blocks 12 and 13 specify the required date of arrival of the data at the addressees listed in block 14.

#### 6. Approval Codes

An "A" in block 8 requires that the Government approve/disapprove data submittals in writing not later than 45 days after receipt of the data unless otherwise specified in block 16 of the individual data item. It has been determined for purposes of this contract that an "A" in block 8 may indicate approval/disapproval of format or content or both. The absence of a code in block 8 in no way precludes the Government from exercising approval/disapproval authority for any data submission.

continued next page

## Poland FMS Case PL-D-DAO- ILS/DME

### -- GENERAL INSTRUCTIONS for DD Form 1423 (con't)

#### 7. Distribution Statement

The code in block 9 indicates which distribution statement is required on all technical data to denote the extent of secondary distribution. For this contract and using DoD Directive 5230.24, unless stated otherwise in Block 16 of the individual DD Form 1423 the following distribution statement applies:

"Distribution Statement C -US Govt and authorized contractors  
(reason e: -Specific Authority for foreign military sale) applies, as of 31 July 2002.  
Controlling Office is ESC/GAF."

#### 8. DD Form 250 Submission

The following is for Poland FMS Case PL-D-DAO contract data deliverables only. No individual data items on the Poland FMS Case PL-D-DAO contract indicate the necessity of a DD Form 250 in Block 7. Also, the data CLINs on this contract are not separately priced (NSP). However, agreement between the Contractor and the PCO may choose to close out individual CLINs/SubCLINs by using a DD 250 form. If so, it would not be to finalize data items, but to close the CDRL Exhibit by closing CLINs/SubCLINs.

#### 9. Correspondence

All correspondence, including electronic communications, and all DD Form 250s relating to the CDRL items shall be clearly identified with the contract number, Data Item Description (DID) number, title of the DID, CDRL sequence number(s), list showing the office symbols and the number of copies distributed; the document number and version notation, periods covered, and any other pertinent references/information.

Send ESC data packages to:

**ESC/GAF (DMO) - ILS/DME  
ATTN: Poland FMS PL-D-DAO Program  
75 Vandenberg Drive, - Bldg 1630,  
Hanscom AFB, MA 01731-2103**

#### 10. Duplication

The Contractor will take care not to unnecessarily duplicate data previously procured by the Government, except to provide required copies to newly established recipients under the contract. Instances of apparent unnecessary duplication should be identified to the Data Management Officer (DMO). The Contractor is encouraged to recommend deletions, additions, substitutions, consolidations, and use of existing contractor or subcontractor formats of data when such actions will aid the procuring agency in obtaining minimum essential data, in a timely and cost effective manner.

11. Questions regarding the data deliverables or DD Forms 1423 may be directed to the Data Manager, telephone 781-377-6086 or DSN 478-6086. For technical issues, contact Mr. Guy Larrimer 781-377-6086 or Mr. Tom Thomas 781-377-9075. Or, write to ESC/GAF (DMO – Poland FMS Case PL-D-DAO), 75 Vandenberg Drive - Bldg 1630, Hanscom AFB, MA 01731-2103.

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**Poland FMS Case PL-D-DAO - ILS/DME**

**- OFFICE SYMBOL / ADDRESS LIST**

**ELECTRONIC SYSTEMS CENTER (ESC) GATO/MC2**

ESC/GAF, ESC/GAK, and/or ESC/GAX  
ATTN: PL-D-DAO FMS Program- ILS/DME  
75 Vandenberg Drive - Bldg 1630  
Hanscom AFB MA 01731-2103.

*email: first.last@hanscom.af.mil*

*781-377-#### dsn: 478-####*

**DCMA:       TBD**

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. <b>All CLINS</b>			B. EXHIBIT <b>A</b>		C. CATEGORY TDP _____ TM _____ OTHER <b>X</b>				
D. SYSTEM / ITEM <b>Poland FMS Case PL-D-DAO- ILS/DME</b>			E. CONTRACT / PR NO. <b>TBD</b>			F. CONTRACTOR <b>TBD</b>			
1. DATA ITEM NO. <b>A001</b>		2. TITLE OF DATA ITEM <b>Integrated Master Schedule (IMS)</b>				3. SUBTITLE <b>Monthly Mgmt Report</b>			
4. AUTHORITY (Data Item Description No.) <b>DI-MISC-81183A/T</b>			5. CONTRACT REFERENCE <b>SOW: 8.0</b>			6. REQUIRING OFFICE <b>ESC/GAF</b>			
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED <b>C</b>	10. FREQUENCY <b>Monthly</b>		12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION <b>See Block 16</b>		a. ADDRESSEE		b. COPIES	
16. REMARKS Block:  (4) DD Form 1664, Block 10, is tailored as follows: - Contractor format acceptable; - Delete paras: 10.2, and 10.5. - Add: "Program schedules will be based on Contractor's internal schedule documentation." - One paper copy and electronic delivery required; Microsoft Office compatible. if web media is selected, access to be determined by GAF if email media is selected, addresses to be provided following contract award.  - The Contractor shall portray: a) the phases, major milestones, planning and status for production, FAT, transportation and shipment for all items, contractor country visits , contractor setup, checkout and statement of readiness, and other key program activities, necessary to accomplish program objectives. Licensing and export permit activities, and activities of the PL Govt (site preparation activities, etc.)  b) the significant program progress made by the Contractor between reporting dates to enable adequate visibility and timely execution of the program. c) a firm baseline for each task and a real time forecast line indicating current schedule information;  (9) See CDRL General Instructions, paragraph 7  (11) As of end of Contractor's accounting month.  (12) Initial submittal: 30 DAC award. (13) Subsequent Subs: 15 calendar DA each accounting month.						DRAFT		FINAL	
								Reg	
						15. TOTAL =>			
G. PREPARED BY <b>GUY D. LARRIMER</b>			H. DATE <b>28 May 04</b>		I. APPROVED BY <b>JAMISON MURRAY, GS13</b>			J. DATE <b>28 May 04</b>	

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. <b>CLINS 0001, 0012 (OPTION)</b>		B. EXHIBIT <b>A</b>	C. CATEGORY TDP _____ TM _____ OTHER <b>X</b>					
D. SYSTEM / ITEM <b>Poland FMS Case PL-D-DAO-ILS/DME</b>		E. CONTRACT / PR NO. <b>TBD</b>		F. CONTRACTOR <b>TBD</b>				
1. DATA ITEM NO. <b>A002</b>	2. TITLE OF DATA ITEM <b>Test / Inspection Report:</b>			3. SUBTITLE <b>Factory Acceptance Test (FAT)</b>				
4. AUTHORITY (Data Item Description No.) <b>DI-NDTI-80809B/T</b>			5. CONTRACT REFERENCE <b>SOW: 6.1</b>		6. REQUIRING OFFICE <b>ESC/GAF</b>			
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED <b>C</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>As Required</b>		a. ADDRESSEE	b. COPIES		
					DRAFT	Reg	FINAL Repro	
16. REMARKS  Block:  (4) DD Form 1664, Block 10, is tailored as follows:  - Contractor format acceptable;  - One paper copy and electronic delivery required; Microsoft Office compatible. Contractor to suggest electronic media: e.g., if web media is selected, access to be determined by GAF if Email media is selected, addresses to be provided following contract award.  (9) See CDRL General Instructions, paragraph 7  (12) Final submittal: Due 15 DA successful completion of test.  (14) One hard copy with each ILS/DME upon shipment from factory.					ESC/GAF	1	1	
					ESC/GAK	1	1	
					DCMA	1	1	
					TBD		1	
					See Block 16			
					With shipment:	1	1	
					(1 paper w/each)			
15. TOTAL =>								
G. PREPARED BY <b>GUY D. LARRIMER</b>		H. DATE <b>28 May 04</b>	I. APPROVED BY <b>JAMISON MURRAY, GS13</b>			J. DATE <b>28 May 04</b>		

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. <b>0001, 0011 (OPTION)</b>		B. EXHIBIT <b>A</b>	C. CATEGORY TDP _____ TM <b>X</b> OTHER _____					
D. SYSTEM / ITEM <b>Poland FMS Case PL-D-DAO- ILS/DME</b>		E. CONTRACT / PR NO. <b>TBD</b>			F. CONTRACTOR <b>TBD</b>			
1. DATA ITEM NO. <b>A003</b>		2. TITLE OF DATA ITEM <b>Commercial Off-The Shelf (COTS) Manual(s) and Associated Supplemental Data</b>			3. SUBTITLE			
4. AUTHORITY (Data Item Description No.) <b>DI-TMSS-80527/T</b>			5. CONTRACT REFERENCE <b>SOW: 5.3.4</b>		6. REQUIRING OFFICE <b>ESC/GAF</b>			
7. DD 250 REQ <b>N/A</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>One/R</b>	12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>See Block 16</b>		a. ADDRESSEE	b. COPIES		
						DRAFT	FINAL	
						Reg	Repro	
16. REMARKS  Block:  (4) DD Form 1664, Block 10, is tailored as follows:  - Contractor format acceptable;  - Add to Para 10.2: "The technical (equipment, operation, maintenance, installation) manual(s) shall be suitable to operate and perform all on-site maintenance, to include preventive maintenance. The manual(s) shall include instructions on operation and maintenance, spare parts information, and details including a standard commercial Illustrated Parts Breakdown (IPB) or sufficient detail to support maintenance to the LRU level. The manual(s) shall be of a type and technical quality that are normally supplied to a customer who intends to do organization level repair and preventive maintenance. The manual shall include instructions detailing how the customer can exercise the warranty for the system, to include telephone numbers and return forms. Manuals shall be packed separately so as to be available for training.  (9) See CDRL General Instructions, paragraph 7  (12,14) Distribution details: with shipment: 2 paper English; 1 CD-ROM English to ESC/GAF: no paper req'd; 1 CD-ROM English Shipped 60 days prior to shipment of equipment for Foreign Disclosure Review.  (13) As required.					ESC/GAF	0	1	
					ESC/GAK	0	*	
					DCMA	0	*	
					TBD		1	
					* = Ltr only			
					See Block 16.			
					Shipped with each ILS/DME	0	2	
					Central Supply Point	0	2	
					15. TOTAL =>			
G. PREPARED BY <b>GUY D. LARRIMER</b>		H. DATE <b>28 May 04</b>	I. APPROVED BY <b>JAMISON MURRAY, GS13</b>		J. DATE <b>28 May 04</b>			

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. <b>0003</b>		B. EXHIBIT <b>A</b>	C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>					
D. SYSTEM / ITEM <b>Poland FMS Case PL-D-DAO- ILS/DME</b>		E. CONTRACT / PR NO. <b>TBD</b>			F. CONTRACTOR <b>TBD</b>			
1. DATA ITEM NO. <b>A004</b>	2. TITLE OF DATA ITEM <b>Site Survey Report (SSR)</b>			3. SUBTITLE <b>Site Survey Report and Drawings</b>				
4. AUTHORITY (Data Item Description No.) <b>DI-MISC-81381/T</b>		5. CONTRACT REFERENCE <b>SOW: 5.2</b>			6. REQUIRING OFFICE <b>ESC/GAF</b>			
7. DD 250 REQ <b>N/A</b>	9. DIST STATEMENT REQUIRED <b>C</b>	10. FREQUENCY <b>One Time</b>	12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE <b>A</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>As Required</b>		a. ADDRESSEE		b. COPIES	
						DRAFT	FINAL	
							Reg	Repro
16. REMARKS  Block:  (4) DD Form 1664, Block 10, is tailored as follows: :  - Contractor format acceptable.  - The SSR shall be in English.  - DI-MISC-81381/T Site Survey Report (SSR) is for guidance only.  - Paper copy optional. - Electronic delivery required; Microsoft Office compatible or as mutually. Agreed upon among SSR participants. Contractor to suggest electronic media: e.g., if web media is selected, access to be determined by ESC/GAF; if Email media is selected, addresses to be provided following contract award.  (9) See CDRL General Instructions, paragraph 4  (12) Draft due NLT 30 days after completion of Site Survey . ESC will provide comments within 15 days of draft receipt. Final is due 15 days after receipt of USG comments.					ESC/GAF	2	2	
					ESC/GAK	1	1	
					DCMA	1	1	
15. TOTAL =>					4	4		
G. PREPARED BY <b>GUY D. LARRIMER</b>		H. DATE <b>28 May 04</b>	I. APPROVED BY <b>JAMISON MURRAY, GS13</b>			J. DATE <b>28 May 04</b>		

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. <b>0004, 0012 (OPTION)</b>		B. EXHIBIT <b>A</b>		C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>					
D. SYSTEM / ITEM <b>Poland FMS Case PL-D-DAO- ILS/DME</b>		E. CONTRACT / PR NO. <b>TBD</b>			F. CONTRACTOR <b>TBD</b>				
1. DATA ITEM NO. <b>A005</b>	2. TITLE OF DATA ITEM <b>Test/Inspection Plan</b>			3. SUBTITLE <b>Installation and Check-Out Test Plan</b>					
4. AUTHORITY (Data Item Description No.) <b>DI-QCIC-80511/T</b>			5. CONTRACT REFERENCE <b>SOW: 6.2</b>		6. REQUIRING OFFICE <b>ESC/GAF</b>				
7. DD 250 REQ <b>N/A</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>ONE/R</b>		12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>As Required</b>		a. ADDRESSEE		b. COPIES		
16. REMARKS  BLK 4 - Contractor format is acceptable. Sections 10.1; 10.2.3; 10., 10.2.4 and para 10.3 are applicable. In addition, include a description of equipment, services, and support required by site for installation and checkout.  BLK 12 - Submit 90 calendar days prior to system delivery. The Government has 30 calendar days after receipt for comment.  BLK 13 - Final Plan is due 30 working days after receipt of Government comments. Government approval of the final is required.  Electronic distribution is preferred. An alternate method is to submit a hard copy and softcopy. Data format shall be MS Word 7.0 format or as mutually agreed upon with contractor on an IBM compatible 3.5-inch high-density diskette.					DRAFT	FINAL	Reg	Repro	
					ESC/GAF	2	2		
					ESC/GAK	1	1		
					DCMA	1	1		
15. TOTAL =>					4	4			
G. PREPARED BY <b>GUY D. LARRIMER</b>		H. DATE <b>28 May 04</b>		I. APPROVED BY <b>JAMISON MURRAY, GS13</b>		J. DATE <b>28 May 04</b>			

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. <b>0004, 0012 (OPTION)</b>		B. EXHIBIT <b>A</b>	C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>					
D. SYSTEM / ITEM <b>Poland FMS Case PL-D-DAO- ILS/DME</b>		E. CONTRACT / PR NO. <b>TBD</b>			F. CONTRACTOR <b>TBD</b>			
1. DATA ITEM NO. <b>A006</b>	2. TITLE OF DATA ITEM <b>Installation Test Report</b>			3. SUBTITLE <b>Installation and Check-Out Test Report</b>				
4. AUTHORITY (Data Item Description No.) <b>DI-QCIC-80512/T</b>		5. CONTRACT REFERENCE <b>SOW: 6.2</b>			6. REQUIRING OFFICE <b>ESC/GAF</b>			
7. DD 250 REQ <b>N/A</b>	9. DIST STATEMENT REQUIRED <b>C</b>	10. FREQUENCY <b>One Time</b>	12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE <b>A</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>As Required</b>		a. ADDRESSEE		b. COPIES	
						DRAFT	FINAL	
							Reg	Repro
16. REMARKS  BLK 4- Contractor format is acceptable.  - Replace para 10.1.c with "A list of all items, parts or services used during installation and testing."  - Add para "10.1.e Report deviations from the test plan with explanations."  BLK 12 - Submit 15 calendar days after completion of each test. The Government has 21 calendar days after receipt for comment.  BLK 13 - Final reports are due 15 calendar days after receipt of Government comments.  Electronic distribution is preferred. An alternate method is to submit a hard copy and softcopy. Data format shall be MS Word 7.0 format or as mutually agreed upon with contractor on an IBM compatible 3.5-inch high-density diskette.					ESC/GAF	2	2	
					ESC/GAK	1	1	
					DCMA	1	1	
15. TOTAL =>					4	4		
G. PREPARED BY <b>GUY D. LARRIMER</b>		H. DATE <b>28 May 04</b>	I. APPROVED BY <b>JAMISON MURRAY, GS13</b>			J. DATE <b>28 May 04</b>		

# **Attachment 1**

## **Statement of Objectives**

### **Category II Instrument Landing Systems (ILS) With Distance Measuring Equipment (DME)**

#### **Poland FMS Case PL-D-DAO**

**19 MAY 2004**

## **1.0 Objective**

The US Government (USG) objective is to provide the equipment and services described herein to Poland NLT 16 months following receipt of order with equipment installation beginning in June 05. The equipment capabilities are defined in the references in paragraph 3.0. Coordination between the Contractor, USG and Polish Government is essential in accomplishing this objective.

## **2.0 Scope**

The effort is to produce, test, and deliver to the Polish Armed Forces up to five Instrument Landing Systems (ILS) with Distance Measurement Equipment (DME) meeting International Civil Aviation Organization (ICAO) and FAA requirements for Category II navigation signals. The ILS/DME will be installed at Polish airfields at Lask (southwest of Lodz), Malbork, and Deblin, Babie Doly (near Gdynia) and at Siemierowice-Cewice (about 30 km south of Leborg). The contractor shall perform site surveys to identify any pre-installation site improvements that may be necessary. A two-year warranty shall be included. The contractor shall perform Factory Acceptance Tests (FAT), and shall provide a two-year supply of spare parts and test equipment. The contractor shall provide operator and maintenance manuals. The contractor shall install, checkout and certify readiness of the ILS/DME system for initial commissioning flight certification inspection in accordance with NATO STANAG 3374 standards. The contractor shall provide technical assistance during the initial commissioning flight certification inspection of the ILS/DME system.

## **3.0 REFERENCES**

- ILS/DME System Requirements Document (SRD), 30 Apr 2004
- ICAO Annex 10, Volume I, October 7, 1999 or current version with Attachment C
- ICAO Document 8168-OPS/611: Volume II - Construction of Visual and Instrument Flight Procedures, November 11, 1993
- FAA Order 6750.16C, Siting for Instrument Landing Systems, October 31, 1995
- ISO 9000, current version
- STANAG 3374, edition 4, dated 24 Sep 26 1996

**4.0 SYSTEM DESCRIPTION:** Refer to attached SRD.

## **5.0 LOGISTICS SUPPORT**

The objective of logistics support is to provide, in conjunction with inherent qualities of the equipment design, a very high availability rate.

Two levels of maintenance support are planned for the ILS/DME: (1) organization, and (2) factory/depot.

Two years of equipment warranties and site/operational spares and selective spare module/LRU parts block shall support the initial deployment of these systems.

Special tools and test equipment shall be kept to a minimum.

## **6.0 SITE SURVEY**

The Contractor shall conduct a detailed Site Surveys at 5 Polish airbases to determine any site restrictions and constraints; identify optimum location for the ILS and all site preparation activities that are to be performed by the Polish Armed Forces (including power, communications, hard surface pads, etc).

## 7.0 QUALITY ASSURANCE

All equipment, including spare parts and spare modules, shall be tested at the Contractor's factory, or designated facility, using Contractor Factory Acceptance Test (FAT) procedures. The Contractor shall use best commercial practices, on all prime mission equipment, components and spare modules before test and shipment. The local Defense Contract Management Agency (DCMA) office shall be allowed to observe testing, and shall be notified of the time and place of FAT at least 14 days prior to testing. The Contractor shall make internal test data, related to all equipment available to the USG for inspection at the Contractor's facility.

## 8.0 CONTRACTOR TECHNICAL ASSISTANCE

The Contractor shall install and checkout the ILS/DME. The Contractor shall provide technical assistance to support initial ILS/DME Commissioning Flight Inspection.

## 9.0 MANUALS

The Contractor shall provide two (2) sets of operator and maintenance manuals, in English, with each ILS/DME. These manuals shall be of a type and technical quality normally supplied to a customer who intends to do field-level component repair.

## 10. TRAINING

The contractor shall provide training in Poland for personnel to safely operate and maintain the ILS/DME equipment in accordance with the Operator/Maintenance manuals provided with the systems. This training shall be under separate contract with AFSAT.

## 11.0 SCHEDULES

The Contractor shall develop and maintain program schedule(s) to include but not limited to: describing planning and status for production, testing, shipment, Polish site preparation activities, Contractor country visits, installation, checkout, and other critical program activities.

<u>Event</u>	<u>Approximate Date</u>
Contract Award	Aug 04
Site Survey	Sep/Oct 04
Post Award Conference	Sep 04
Technical Interchange Meetings	As required
PMR in Warsaw, Poland	Oct/Nov 04
Production	Aug 04 – Apr 05
FAT	Apr 04
Deliver Systems to Poland Freight Forwarder	May 05
PMR in Warsaw Poland	May 05
Site Readiness Inspection	May 05
Install & Checkout	Jun – Oct 05
Support to System Commissioning	Nov 05

## **12.0 MEETINGS**

One (1) Post-Award Conference at the Contractor's facility and two (2) in-country Program Management Reviews (PMR) in Poland shall be held during this effort. The US Government and the Contractor will jointly develop agendas for the meetings.

## **13.0 SHIPMENT**

The contractor shall package and mark the equipment in preparation for shipment by sea. The Contractor shall coordinate with the designated Polish freight forwarder to pick up the equipment at source. The Contractor shall comply with any and all shipment and export procedures and licensing restrictions of the US Government.

## **Attachment 2**

### **Statement of Work**

#### **Category II Instrument Landing Systems (ILS) With Distance Measuring Equipment (DME)**

##### **1.0 OBJECTIVE**

The US Government (USG) objective is to provide the equipment and services described herein to Poland NLT 17 months following receipt of order with equipment installation beginning in June 05. The equipment capabilities are defined in the references in paragraph 2.0. Coordination between the Contractor, USG and Polish Government is essential in accomplishing this objective.

##### **2.0 REFERENCE DOCUMENTS**

- ILS/DME System Requirements Document (SRD), 30 Apr 2004
- ICAO Annex 10, Volume I, October 7, 1999 or current version with Attachment C
- ICAO Document 8168-OPS/611: Volume II - Construction of Visual and Instrument Flight Procedures, November 11, 1993
- FAA Order 6750.16C, Siting for Instrument Landing Systems, October 31, 1995
- ISO 9000, current version
- STANAG 3374, edition 4, dated 24 Sep 26 1996

**3.0 SYSTEM DESCRIPTION:** Refer to attached SRD.

##### **4.0 SCOPE**

The effort is to produce, test, and deliver to the Polish Armed Forces (PAF) five Instrument Landing Systems (ILS) with Distance Measurement Equipment (DME) meeting International Civil Aviation Organization (ICAO) and FAA requirements for Category II navigation signals. The ILS/DME will be installed at Polish airfields at Lask (southwest of Lodz), Malbork, and Deblin, Babie Doly (near Gdynia) and at Siemierowice-Cewice (about 30 km south of Lebork). The contractor shall perform site surveys to identify any pre-installation site improvements that may be necessary. A two-year warranty shall be included. The contractor shall perform Factory Acceptance Tests (FAT), and shall provide a two-year supply of spare parts and test equipment. The contractor shall provide operator and maintenance manuals. The contractor shall install, checkout and certify readiness of the ILS/DME system for initial commissioning flight certification inspection. The contractor shall provide technical assistance during the initial commissioning flight certification inspection of the ILS/DME system.

##### **5.0 TASKINGS**

###### **5.1 Prime Mission Equipment.**

The contractor shall provide five Category II fixed ILS/DME system with localizer, glideslope, DME distance measurement equipment, far field monitor (FFM), near field monitor (NFM), portable ILS Receiver (PIR), remote control and status equipment, and installation kits, to include electronics, outfitted equipment shelters, antennas and all necessary cabling and interconnects. ILS Category II DME subsystem shall be provided and housed in an electronics shelter along with the Localizer subsystem equipment. An ILS/DME

Remote Control Status Unit (RCSU) shall be installed in the control tower. The RCSU shall be connected to the shelters via buried control lines provided by the Polish Government. A Remote Access Server (RAS) shall be provided to allow for remote monitoring and diagnostics. The contractor shall use best commercial practices during production and testing.

**5.2 Site Surveys.** The contractor shall conduct detailed site surveys at the five designated airfields in Poland. The contractor shall collaborate with the PAF to determine the optimum locations at each airfield for locating the ILS/DME system. Each ILS shall be sited in accordance with ICAO Annex 10, Volume I, Attachment C and FAA Order 6750.16C, Siting for Instrument Landing Systems, October 31, 1995, whichever is more stringent. The system shall meet ICAO Annex 10 Category II operational requirements in the intended operational environment including, but not limited to, multi-path, obstructions, reflections, electromagnetic interference, and collocation with existing equipment. The contractor, working in conjunction with the PAF, shall identify the exact locations for each ILS/DME component, and provide documentation that details all required site preparation, to include power, communications, hard surface pads, interference mitigation, etc. The contractor shall be responsible for supplying accurate information and typical (non-site specific) construction drawings to enable the PAF to accomplish required grading and construct the permanent sites for location of each equipment component. The PAF is responsible for preparing the site IAW the recommendations in the Site Survey Report. (DI-MISC-81381/T)

**5.3 Maintenance and Repair.** The PAF will use a two level maintenance concept to support and maintain the ILS/DME system. See Appendix A for the ILS/DME logistics support maintenance concept.

**5.3.1 Site/Operating Spares.** The contractor shall provide a quantity of site/operating spares with the ILS sufficient to support/sustain on-site type operations for 2 years under normal operations without replenishment. These spare parts are operational type (consumable) parts.

**5.3.2 Central Supply Point Spare Modules and Repair Parts.** The contractor shall provide a quantity of spare modules and repair parts sufficient to support four ILS/DME systems for 2 years under normal operations without replenishment. These spare modules and repair parts shall be shipped to the Central Supply Point in Poland in Torun, Poland.

**5.3.3 Test Equipment and Special Tools.** The contractor shall provide one set of all test equipment and special tools required to detect and isolate system failures, and to perform organization level repair and preventive maintenance with each ILS and an additional set for the Central Supply Point. Examples of test equipment and special tools include, but are not limited to: spectrum analyzers, multimeters, oscilloscopes, frequency generators, extender boards, test cables, and so forth.

**5.3.4 Technical Data.** The contractor shall provide two sets of operation and maintenance manuals with each ILS/DME system and with the Central Supply Point Spare Modules and Repair Parts of para 4.3.2. The manuals shall be packed and shipped separately from the system for use during training. The operation and maintenance manuals shall be suitable to operate and perform all on-site maintenance, to include preventive maintenance. The operation and maintenance manuals shall include instructions on operation and maintenance, spare parts information, warranty and warranty repair procedures, and details including a standard commercial Illustrated Parts Breakdown (IPB) or equivalent. The manuals shall be of a type and technical quality that are normally supplied to a customer who intends to do organization level repair and preventive maintenance. (DI-TMSS-80527A/T)

**5.4 Packaging and Shipping.** Upon successful completion of Factory Acceptance Tests, the contractor shall prepare all items for delivery to the designated Polish Freight Forwarder. The contractor should prepare the equipment for shipment by sea to Poland using best commercial practices. A copy of the spare parts listing shall be packed with the spares and an additional copy shall be included with the shipping documents for inventory purposes. The spare parts and test equipment lists shall contain, at minimum, the following information for each item:

Quantity	Unit of measure
Part number	Description
Unit price	Extended price

The contractor shall comply with any and all shipment or export procedures and restrictions of the U.S. Government. If needed, the contractor shall obtain all required export licenses and permits for shipment of ILS/DME equipment and associated contractor test and support equipment. The contractor shall notify the Contracting Officer and US Air Force Program Manager no later than three (3) business days prior to shipment, or intent to ship, and identify the equipment being shipped, number of containers, destination, expected arrival time, carrier, and other relevant shipment information. The contractor shall consolidate the shipments into the fewest practical number of containers and the fewest practical number of actual shipments. The contractor shall include a copy of the items being shipped, e.g., listing of prime mission equipment, spare parts, documents, test equipment, etc., with the shipping documents for inventory purposes. The contractor shall include the following information in a prominent manner in the container shipping labels and invoices:

Ministry of Defense Articles  
 Contract Number Fxxxxx-xx-x-xxxx  
 FMS Requirement PL-D-DAO  
 LOA Line Item 001  
 Cat II Instrument Landing Systems

**5.5 Installation.** The contractor shall provide all technical personnel necessary to install the ILS/DME in Poland. Installation of the ILS systems shall begin following notification by the contracting officer when site preparation is complete, in accordance with the Site Survey and Engineering Report. The contractor shall send a pre-installation team to inspect the sites prior to the second Program Management Review (PMR) to ensure that site preparation has been properly completed. The PAADF will provide installation support to the contractor, as required.

**6.0 TESTING**

**6.1 Factory Acceptance Test.** The contractor shall test the ILS/DME equipment at the factory using their standard commercial Factory Acceptance Test (FAT) procedures. ESC and the cognizant Defense Contract Management Command (DCMC) office shall be allowed to observe testing, participate on a non-interference basis, and shall be notified of the time and place of FAT at least 14 days prior to testing. The contractor shall notify the Government contracting officer upon successful completion of all factory acceptance tests for all items. (DI-NDTI-80809B/T)

**6.2 Installation and Check-Out Test.** The contractor shall perform site installation and check-out tests for acceptance at each ILS/DME site in accordance with USG reviewed test plans. Upon successful completion of testing, the contractor shall certify that the ILS/DME system is ready for Initial Commissioning Flight Certification Inspection. (DI-QCIC-80511/T, DI-QCIC-80512/T)

**7.0 TECHNICAL ASSISTANCE.** The contractor shall provide technical assistance as required to support Initial Commissioning Flight Certification Inspection of the ILS system. It is estimated that this will require five (5) workdays. In coordination with the PAADF, the contractor shall make adjustments and alignments to the equipment as necessary to enable successful commissioning flight inspection certification completion.

**8.0 SCHEDULE REPORTING REQUIREMENTS.** The contractor shall develop and maintain an integrated master program schedule showing the planned and actual start dates, duration, and completion dates of key activities. Key activities include, but are not limited to, obtaining export license, site surveys, production, testing, and shipment to meet the contract delivery schedule. The contractor shall provide this schedule to the government monthly. (DI-MISC-80555/T)

## **9.0 MEETINGS/FACTORY VISITS**

9.1 Program Management Review (PMR). The Contractor shall participate in one program management review (PMR) in Poland within three months after contract award, to address production status, results of the site surveys for the ILS systems, installation planning, and other major activities of the contract. The Contractor shall support attend a second PMR in Warsaw, Poland approximately 8 months after contract award. The contractor shall include an additional 3 days to visit all sites for site preparation inspection prior to the second PMR. The Government and the Contractor shall jointly develop the agenda for these PMRs. The Government will record and publish PMR minutes, to include: listing of attendees, summary of issues discussed, and action items developed.

**9.2 Post Award Conference.** The contractor shall host a one-day post award conference at the contractor's facility within 30 days of award.

**9.3 Other Meetings.** The Contractor shall support any technical meetings and USG factory visits as required at the Contractor's facilities.

**10.0 SECURITY PROVISIONS.** Information gained in the course of executing this contract shall be subject to the "Disclosure of Information Clause - Dec 1991" (DFARS 252.204-7000).

**11.0 Warranty.** The contractor shall provide a two-year standard commercial warranty. The warranty shall commence upon successful completion of site acceptance test. Warranty procedures will be addressed at the first PMR.

## Attachment 3

# System Requirements Document For Category II Instrument Landing Systems (ILS) With Distance Measuring Equipment (DME)

- Each ILS/DME system shall meet the requirements for Category II precision approaches in accordance with ICAO Annex 10, Volume I when installed at each airfield in Poland and when collocated with legacy equipment.
- The ILS and DME shall be built to ISO 9000 standards or better. The contractor shall use best commercial practices during production and testing.
- The ILS localizer, glideslope and DME electronic subsystems shall consist of dual frequency, dual transmitter, and dual monitor configurations. These subsystems shall be furnished with antenna elements, transmitting tower, obstruction lighting, grounding kits, and all cabling and accessories needed for a complete installation. A portable maintenance data terminal with all required software and an RS-232 cable and standard dial-up telephone interface shall be provided. The individual ILS/DME shall include a standard ILS Category II Localizer subsystem coupled with a 14-element (at a minimum) Localizer antenna array. The Localizer antenna system shall consist of a wide aperture Log Periodic Dipole (LPD) array of the Capture-effect design and meet the requirements for Category II precision approaches in accordance with ICAO Annex 10, volume I. The DME shall be frequency paired with the localizer and both keyed with the localizer and capable of independent keying.
- A standard ILS/DME dual-equipment, dual-frequency Glide Slope subsystem coupled with a capture-effect antenna system shall be provided and housed in an electronics shelter. The Glideslope equipment shall meet the requirements for Category II precision approaches in accordance with ICAO Annex 10, Volume I.
- A Far Field Monitor (FFM) shall monitor the Localizer signal. A Near Field Monitor (NFM) shall monitor the Glide Slope signal.
- The ILS/DME equipment shall operate using 230 VAC/50Hz power sources. Circuit breakers and fuses on AC & DC power lines and internal circuits shall offer maximum protection for the equipment.
- The ILS/DME shall have a dual no-break maintenance-free battery backup system (uninterruptible power source (UPS)). The UPS shall provide a minimum of 4 hours continuous operation of the system and include operation of ventilation fans. Shelter ECU will not operate from the UPS.
- The remote maintenance monitoring system shall meet the requirements of ICAO Annex 10 Volume 1, and include remote control and status equipment. A Remote Access Server (RAS) shall be provided to allow for remote monitoring and diagnostics.
- A VHF communications antenna shall be furnished with each shelter for use during flight check/certification inspection activities.
- The subsystems shall be of a solid-state design.
- The system shall be microprocessor controlled and shall have been designed for ease of installation, high reliability and maximum attention to fail safe characteristics in all monitoring systems.
- Surge suppression devices shall be installed in all electronic equipment shelters.
- Spares shall be of the same quality as originally installed equipment.

# Attachment 3

## System Requirements

### Navigation Aids Shelter

#### Poland FMS Case PL-D-DAO

##### Overview and Basic Requirements

The shelters (minimum 8 x 8 x 8 ft) shall be capable of supporting both ILS/DME equipment and their associated battery back-up equipment. Shelters shall be equipped with thermostatically controlled air conditioning, heating, and ventilation equipment and shall be completely wired including interior and exterior lighting with switches, electrical outlets, telephone jacks, circuit breaker panel, and power line surge suppression equipment. Interior shelter accessories shall include a workbench, storage cabinet, telephone and shelving.

The shelters shall be designed to provide safety and security for the equipment as well as provide a reasonable comfort level for maintenance actions that might be required. The preferred construction of the shelters shall be sandwich construction with extruded polystyrene core and sheet steel skins. The steel frame constitutes the base of the shelter. The shelter shall be placed on a concrete pad provided by the PAADF or Polish Navy, as applicable. Forklift or crane handling shall be possible. The shelter shall be provided with paint scheme in accordance with the requirements defined by the PAADF or Polish Navy, as applicable. Shelters shall have an expected service life of 15 years and shall be capable of withstanding winds up to 75 kts. Equipment must be produced in an ISO 9001 facility.

##### Required Equipment

- Power distribution box including surge voltage protection, residual current circuit breakers with over current and short circuit protection
- Power supply selector switch
- Electric installation in cable trays
- Minimum 4 duplex receptacles
- Minimum 2 fluorescent light fixtures
- One (1) exterior light adjacent to the door
- Ground rod (supplied if not part of site preparation)
- Air conditioner (e.g., 2 kW cooling power, split, with whole year activity function and with thermostat and outdoor grate)
- Exhaust fan (e.g., 1400 m3 /h and Intake Damper with indoor and outdoors thermostats. 2 hoods)
- Heater (sized to accommodate the space with the installed equipment)
- Workbench, stool and storage cabinet
- Door with lock
- Anti-electrostatic lining

Optional environmental (alarm) installation with:

- Alarm panel
- Smoke detector
- Inside temperature sensor
- Water detector
- Radio pilot switch
- Obstruction lights sensor

**All alarm functions capable of being reported remotely on a communication medium to be defined by the PAADF or Polish Navy, as applicable.**

## Attachment 4

### APPENDIX A

#### **Category II Instrument Landing System (ILS) with Distance Measuring Equipment (DME) Logistics Support Concept**

General Information. The following concept proposes the use of two levels of maintenance for the Poland Armed Forces: (1) Field level (also known as organization level); and (2) Depot level. Standard 2-year commercial warranties and sufficient on-hand replacement modules and site/operating spares for the first 2 years of normal use will be used to support the initial deployment. Technicians designated to operate and maintain the ILS/DME will be trained prior to the system being certified for operational use.

##### 1. Field Level Maintenance

a. Field level repair and maintenance is defined as diagnosing and isolating system failures to the line replaceable unit (LRU) and replacement of same with a site/operating spare, circuit card assembly (CCA) or module. Component-level repair of LRUs at the field level will not be done. The troubleshooting methods and procedures outlined in the equipment instruction manuals will be followed in diagnosing and localizing the problem to the specific LRU causing the equipment malfunction. Any realignment of system settings and adjustments will be accomplished at the site by following alignment procedures outlined in the equipment instruction manuals.

b. Field technicians assigned to maintain the equipment at the various sites must possess the technical expertise; experience and training necessary to understand and to follow the procedures outlined in the equipment instruction manuals.

c. A quantity of site/operating spares will be deployed with each ILS/DME sufficient to support/sustain on-site type operations without replenishment for two years under normal operations. The site/operating spares includes consumable parts, such as fuses, lamps, electron tubes, and so forth.

##### 2. Central Supply Point Spare Modules.

a. A quantity of modules/CCA will be on-hand sufficient to support/sustain two years of normal operations without replenishment. The spare modules kit includes one set of major assemblies, modules and/or circuit card assemblies (CCAs) that comprise the ILS/DME electronics equipment.

b. The modules will be stocked/retained at the central supply point to allow rapid/immediate availability to support replacement of failed modules or circuit cards received from the operating ILS/DME sites. When a failure occurs at a site, the failed module will be isolated and removed and sent to the central supply location for disposition. Replacement modules will be pulled from this "rotatable pool" of spares and sent to site to repair the ILS/DME. Limited organizational maintenance (i.e., minor repairs) may be performed at the central supply location, in accordance with technical manuals.

3. Depot Level Maintenance. Failed items not repairable at the central supply point will be sent to the manufacturer's designated facility, and be tested, repaired, and returned to the central supply point to be incorporated into the "rotatable pool".

4. Warranties. An initial standard commercial warranty will be used to cover the first two years of operations. The procedures for repairing failures not covered by the warranty should be provided by the manufacturer.

5. Technical Data. Standard Commercial off-the-shelf (COTS) operation and maintenance manuals will be delivered with each ILS/DME and to the Central Supply Point.

## Attachment 5

### Instruction for Proposal Preparation (IFPP)

1. Offerors shall provide a proposal for five (5) ILS/DME systems. The offerer may modify the RFP attachments and exhibits with alternate dates or tasks to support the offeror's proposal. There are three general categories of selection criteria for the Poland FMS Case PL-D-DAO Source Selection: (1) Mission Capability; (2) Price; and (3) Past Performance.

#### 2. Instructions - Mission Capability:

a. Description of Equipment and Services. Offerors shall describe the proposed equipment items, warranties and warranty procedures, extended warranties, key services, and shall establish that the services and proposed equipment items are designed to meet all requirements of the solicitation. Offerors shall establish that the proposed equipment items and services are designed to meet all requirements of the solicitation; in this regard, the Offeror shall provide:

- (1) Statement of Work
- (2) Contract Data Requirements List (CDRL) DD-Form 1423-1
- (3) System Specification(s) of the equipment being proposed
- (4) Statement that proposed equipment meets or exceeds the requirements in the System Requirements Documents
- (5) Component List of Proposed Equipment
- (6) Proposed strategies/approaches addressing:
  - a. Reliability Assurance processes (Either ISO Certifications or Quality assurance Plans)
  - b. Factory Acceptance Test (FAT)
  - c. Installation and Check-Out Test Procedures
- (7) A preliminary list of consumables, spare parts, spare modules as well as specialized tools and test equipment to support the ILS/DME systems for a period of 2 years without replenishment. The list shall include part descriptions, part numbers, quantities, Unit Identification (U/I) and unit price. Selection of the types and quantities of spares to be provided shall be justified by operational experience and/or analysis.
- (8) Warranty and detailed warranty procedures

b. ILS/DME Program Schedule. Offerors shall propose a comprehensive ILS/DME program schedule describing all key activities associated with the equipments and services required by the solicitation. Key activities to be included in the proposed ILS/DME program schedule shall include, but not be limited to, the following: Site surveys at all ILS/DME installation sites; schedule of activities required of the USG and/or Poland required actions; prime mission equipment and test equipment and spares deliveries to operational sites; licensing and export permits; site preparation activities; proposed subcontractor activities, ILS/DME installation, checkout and certification activities; warranty coverage; options for extended warranty coverage; CDRL submissions; and other key program aspects required of the offeror to successfully fulfill the requirements of the solicitation. For the schedule only, the offeror may provide the schedule on 11 inch by 17-inch foldout sheets.

c. Establishment of Proven Field Usage. Offerors shall establish that the proposed make and model of ILS/DME equipment has proven field usage. Offerors shall submit a customer list.

#### 3. Instructions - Price Proposal:

a. The Offeror shall provide proposed prices for five (5) ILS/DME systems (CLINs 0001-0016)

b. Prices should be proposed at the CLIN level for each of the applicable CLINs within the offeror's proposal. The Government reserves the right to request additional pricing

information in accordance with FAR Part 12. In addition, the offeror should provide pricing information for sales of similar systems within the last three (3) years.

4. Instructions - Past Performance:

a. As part of the source selection, the Government will evaluate the offerors relevant past performance to establish a level of confidence in the offeror's ability to successfully perform the activities required under this contract. Offerors shall identify past performance that is relevant to the ILS/DME equipment that is proposed to be delivered under this contract. Offerors may identify up to five (5) instances of relevant past performance. For each instance of relevant past performance that the offeror identifies, the offeror shall provide the following information:

- (1) a description of the products and/or services that the offeror has previously provided. Where possible, this description should address the proven field usage of the relevant equipment (e.g., the ILS/DME)
- (2) the name, address, and phone number of the Government Contracting Officer (or if it was a commercial sale, the name, address, and phone number of the business point of contract of the Buying organization)
- (3) the name address, and phone number of the current Government Program Manager (or if was a commercial sale, the name, address, and phone number of the technical point of contact of the Buying organization)
- (4) the contract number
- (5) the period of performance of the contract
- (6) the name, address, and phone number of the Government Administrative Contracting Officer (ACO) who has cognizance over the offeror
- (7) whether the relevant past performance was based on the offeror's efforts as a prime contractor or as a subcontractor
- (8) if the relevant past performance was based on the offeror's efforts as a prime contractor, then identify and describe any major portions of the effort that were subcontracted
- (9) if the relevant past performance was based on the offeror's efforts as a subcontractor, then identify the business and technical points of contract for the prime contractor, and also identify the business (e.g., Government Contracting Officer) and technical (e.g., Government Program Manager) of the end user of the products and/or services.

b. In addition to the relevant Past Performance information that the offeror provides with his proposal, the Government may also obtain and evaluate past performance information obtained through Contractor Performance Assessment Reporting System (CPARS) documents, questionnaires, Defense Contract Management Agency, interviews with program managers and contracting officials, and/or other sources known to the Government.

5. Instructions - Additional Requirements for Proposal Submission: Offerors must submit a proposal that includes the following. Failure to submit the following will result in rejection of the proposal:

- a. Technical Proposal (see above, includes schedule)
- b. Price Proposal (see above)
- c. Past Performance (see above).
- d. Completed copy of Solicitation for Commercial Items, Standard Form 1449.
- e. Completed Representations and Certifications (see provision section of solicitation).
- f. Small Business subcontracting plan (see paragraph 6f, below).

6. Instructions for Completing the Model Contract:

a. Standard Form 1449, "Solicitation/Contract/Order For Commercial Items" (fill in Blocks 30a, 30b, and 30c.

b. In the "Supplies or Services" Section of the contract:

- (1) For each CLIN (Contract Line Item Number) that has a "QTY" (Quantity) of "1" (except as set forth in subparagraphs "c" and "d" below), the Offeror shall insert the price of that CLIN under both "Unit Price" and "Total Item Amount" of that CLIN (i.e., the offeror shall insert the same number on both lines).
- (2) For each CLIN that has a "QTY" that is greater than "1" (e.g., CLINs 0001, and 0004), the offeror shall insert the price of 1 unit on the line for "Unit Price", and the offeror shall insert the total price for all units under that CLIN on the line for "Total Item Amount".
- (3) For each CLIN (e.g., CLINs 0006 and 0007) that is Not Separately Priced (i.e., the price of that CLIN is included within the price of another CLIN), the offeror shall insert "NSP" on the line for "Unit Price" and also on the line for "Total Item Amount".
- (4) For each Option CLIN (e.g., CLINs 0011 and 0012), under "Descriptive Data" the Offeror shall fill-in the requested information, such as the Unit Price.

c. Schedule Section G – Contract Administration Data

- (1) Offerors shall provide the name and contact information for their transportation officer.
- (2) Offerors shall provide the requested information on their remittance address.
- (3) Offerors shall provide their Taxpayer Identification Number.

d. The Offeror's proposal shall be in accordance with the Provision at FAR 52.212-1 entitled "Instructions to Offerors – Commercial Items (Jan 2004)" which is incorporated into this solicitation by reference. However, under Paragraph (g) "Contract Award", the first three sentences are deleted in their entirety and are replaced with: "As part of the process to evaluate offers and award a contract, the Government intends to conduct discussions with offerors who are in the competitive range."

e. The Provision at FAR 52.212-3 entitled "Offeror Representations and Certifications – Commercial Items (Jan 2004), with its Alternate I (dated April 2002), is included in this solicitation. Offerors shall complete and return these Representations and Certifications with their proposal.

f. The offeror shall submit a Small Business Subcontracting Plan that is in accordance with the requirements of the clauses at FAR 52.219-8 entitled "Utilization of Small Business Concerns (Oct 2000)" and 52.219-9 entitled "Small Business Subcontracting Plan (Jan 2002)", both of these clauses are incorporated by reference into this solicitation and also into the resultant contract. Failure to submit an acceptable Small Business Subcontract Plan shall make the offeror ineligible for award. The Small Business Subcontracting Plan will be a material part of the contract that is awarded, and the approved Small Business Subcontracting Plan shall be cited in the Contract Section J List of Attachments.

7. Proposal Submission Deadline: Offerors shall submit three (3) hard copies and one (1) electronic copy of each proposal to the following address not later than 12:00 Noon Eastern Standard Time on the twenty-first (21st) calendar day after the release of this solicitation. However, if this date is a Saturday or Sunday, then proposals shall be submitted NLT 12:00 Noon on the following Monday.

ESC/GAK  
ATTN: Mr. Edwin J. Johnson, Contracting Officer  
75 VANDENBERG DRIVE (BLDG 1630, Second Floor)  
HANSCOM AFB MA 01731-2103

## Attachment 6

### EVALUATION FACTORS FOR AWARD

1. Introduction. This section outlines the evaluation criteria the Government will consider in evaluating the Offeror's capabilities and proposals for contract award in support of FMS Case PL-D-DAO. The evaluation criteria are intended to better define the scope of evaluation to be performed. Instruction for Proposal Preparation (IFPP) of the RFP, defines the proposal elements and required data to be submitted by each offeror for this evaluation. For a proposal to result in an awardable contract it must at least meet all minimum technical requirements, conform to all required terms and conditions, and include all required certifications.

2. Basis for Contract Award. This is a competitive Source Selection conducted in accordance with AFFARS 5315, Best Value methodology. Award will be made to the offeror whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation factors (mission capability, price and past performance) and subfactors, to provide the best overall value to the Government.

3. Mission Capability Factor. Ratings will focus on the offeror's proposal strengths, proposal inadequacies and/or deficiencies. Mission Capability will be evaluated using the color ratings that are set forth in AFFARS 5315.305 (a) (3) (A) and Table 5315-3. Threshold Performance Requirements, as defined in AFFARS 5315.001, are identified in the Statements of Work, the System Requirements Documents, and the CDRL Exhibits that are attached to the Model Contract as part of this solicitation. Any features or technical offerings that enhance the contract deliverables will be considered in the Best Value determination. The Mission Capability will be evaluated on the following 3 factors:

a. Equipment and Services. Offerors shall establish that the proposed equipment items and services are designed to meet all requirements of the solicitation; in this regard, the Offeror shall provide:

- (1) System Specification(s) of the equipment being proposed
- (2) Certify that proposed equipment meets or exceeds the requirements in the System Requirements Documents
- (3) Component List of Proposed Equipment,
- (4) Proposed strategies/approaches addressing:
  - a. Reliability Assurance processes (Either ISO Certifications or Quality assurance Plans)
  - b. Factory Acceptance Test (FAT) Plan
  - c. Installation and Check-Out Test Procedures
  - d. Warranty and detailed warranty procedures

b. ILS/DME Program Schedule. Offerors shall provide a comprehensive ILS/DME program schedule describing all key activities associated with the equipments and services required by the solicitation.

c. Establishment of Proven Field Usage. Offerors shall establish that the proposed make and model of ILS/DME equipment has proven field usage. Offerors shall submit a customer list.

4. Price Area. The offeror's proposed price will be evaluated for price reasonableness, and will include the price for each option at the maximum quantity for each option.

5. Past Performance Area. Past Performance evaluation is accomplished through assignment of a confidence rating based on assessing performance risk. The six (6) Past Performance ratings are set forth in AFFARS Table 5315-2. The main purpose of the Past Performance evaluation is to appropriately consider each offeror's demonstrated record of contract compliance

in supplying products and services that meet the customer's needs, including cost and schedule. This is accomplished by reviewing aspects of the offeror's relevant Past Performance, focusing on and targeting performance which is relevant to the Mission Capability subfactors, and cost and price.

6. Order of Importance of Evaluation Factors. Mission Capability is equal to Past Performance, and Past Performance is equal to Price.

7. Additional Requirement. Any offeror's proposal that does not provide an acceptable Small Business Subcontracting Plan shall be considered non-responsive.

# **Attachment 7**

## **WARRANTY**

Offeror's commercial warranty

# **Attachment 8**

**SPARE PARTS/MODULES LIST,  
SITE OPERATIONAL CONSUMABLE SPARES LIST,  
AND SITE LEVEL SPECIAL TOOLS AND TEST EQUIPMENT LIST  
(PLACE HOLDER)**

# **Attachment 9**

**SMALL BUSINESS SUBCONTRACTING PLAN  
(PLACE HOLDER)**

# ATTACHMENT 10

## PAYMENT PLAN

Payment CLIN	Amount	Contract Plan Payment Description	Poland FMS Case PL-D-QAC Evidence of Completion	Target Date
1	100%	ILS with DME	Delivery to Freight Forwarder	8 MARO
2	100%	Cntrl Supply Point Spare Moduels & Repair Parts	Delivery to Freight Forwarder	8 MARO
3	100%	Site Survey for ILS/DME	Acceptance of Survey Report	12 MARO
4	100%	Installation and Testing	Completion of Installation/Checkout	6 MA CLIN 001
5	100%	Tech. Assist. (Initial Commissioning Flight Insp.)	Successful Commissioning	3 MA CLIN 004
6	100%	Data	Delivery IAW CDRL	ASREQ
7	100%	Standard Two Year Commercial Warranty	Beginning of Warranty Period	Op Acpt ea Site
8	100%	Post Award Conference	Completion of Conference	30 DAC
9	100%	In-Country Program Management Review	Completion of Meeting	30 DAC
10	100%	Portable ILS Receiver (PIR)	Delivery to Freight Forwarder	8 MARO
11	100%	Instrument Lndg. Sys. (ILS) with DME (Option)	Delivery to Freight Forwarder	8 MARO
12	100%	Installation and Testing (Option)	Completion of Installation/Checkout	6 MA CLIN 011
13	100%	Tech. Assist. (Initial Comsning Flight Insp.) (Op.)	Successful Commissioning	3 MA CLIN 012
14	100%	Standard Two Year Commercial Warranty (Op.)	Beginning of Warranty Period	Op Acpt ea Site
15	100%	Portable ILS Receiver (PIR) (Option)	Delivery to Freight Forwarder	8 MARO
16	100%	Data (Option)	Delivery to Freight Forwarder	ASREQ

NO OTHER FINANCING IS CONTEMPLATED

**1. FAR 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (Jan 2004)**

Incorporated by Reference

**2. FAR 52.212-02 EVALUATION--COMMERCIAL ITEMS (Jan 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Past Performance, Mission Capability, and Price.

Past Performance is more important than Mission Capability and Mission Capability is more important than Price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

**3. FAR 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Jan 2004) , Alternate I , (Apr 2002)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name:

TIN:

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees    Average Annual Gross Revenues

\_\_\_ 50 or fewer    \_\_\_ \$1 million or less

\_\_\_ 51 - 100            \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250           \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500           \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750           \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000        \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000        \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged business participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO COUNTRY OF ORIGIN

\_\_\_ List line item numbers and country of origin as applicable.

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g).

(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program":

FTA Country or Israeli End Products

LINE ITEM NO COUNTRY OF ORIGIN

\_\_\_ Insert line item numbers and country of origin, as applicable

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program." The

offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO COUNTRY OF ORIGIN

\_\_\_ Insert line item numbers and country of origin, as applicable.

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products

Line Item No.:

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: Country of Origin:

\_\_\_ [List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.: Country of Origin:

\_\_\_ [List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).

(1) Listed end products.

none

none

(2) Certification. If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.

(i)  The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii)  The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

**4. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (Mar 1998)**

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

**5. DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (Nov 1995)**

(a) Definitions. As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

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

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.