

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER FA8722-04-R-0002	2. (X one) <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10px;"></td><td style="width:10px;"></td><td>a. INVITATION FOR BID (IFB)</td></tr> <tr><td style="text-align:center">X</td><td></td><td>b. REQUEST FOR PROPOSAL (RFP)</td></tr> <tr><td></td><td></td><td>c. REQUEST FOR QUOTATION (RFQ)</td></tr> </table>			a. INVITATION FOR BID (IFB)	X		b. REQUEST FOR PROPOSAL (RFP)			c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE TBD
		a. INVITATION FOR BID (IFB)									
X		b. REQUEST FOR PROPOSAL (RFP)									
		c. REQUEST FOR QUOTATION (RFQ)									

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including Zip Code)</i> ELECTRONIC SYSTEMS CENTER/NDK AIR FORCE MATERIEL COMMAND, USAF 11 EGLIN ST., BLDG 1618 HANSCOM AFB, MA 01731	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
X	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION U. S. FIRMS ONLY
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8. POINT OF CONTACT FOR INFORMATION	
a. NAME <i>(Last, First, Middle Initial)</i> MOHAMMAD B. YAQUB	b. ADDRESS <i>(Include Zip Code)</i>
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 781-377-6965 X	d. E-MAIL ADDRESS mohammad.yaqub@hanscom.af.mil
See Block 4	

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
b. UNABLE TO IDENTIFY THE ITEM(S)		e. OTHER <i>(Specify)</i>	
c. CANNOT MEET DELIVERY REQUIREMENT			

10. MAILING LIST INFORMATION <i>(X one)</i>	
WE <input type="checkbox"/>	DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS <i>(Include Zip Code)</i>
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c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE

(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>
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FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER FA8722-04-R-0002	
DATE (YYYYMMDD)	LOCAL TIME TBD

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-G3	PAGE OF PAGES 1 38		
2. CONTRACT NO.	3. SOLICITATION NO. FA8722-04-R-0002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (IFB)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY ESC/NDK ELECTRONIC SYSTEMS CENTER/NDK AIR FORCE MATERIEL COMMAND, USAF 11 EGLIN ST., BLDG 1618 HANSCOM AFB, MA 01731 MOHAMMAD B. YAQUB 781-377-6965 MOHAMMAD.YAQUB@HANSCOM.AF.MIL		CODE FA8722	8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Surveillance Radar Program (SRP)							
10. FOR INFORMATION CALL:	A. NAME See Block 7	B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7		C. E-MAIL ADDRESS See Block 7			
11. TABLE OF CONTENTS							
(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC	DESCRIPTION	PAGE(S)
<i>PART I - THE SCHEDULE</i>				<i>PART II - CONTRACT CLAUSES</i>			
√	A	SOLICITATION/CONTRACT FORM	1	√	I	CONTRACT CLAUSES	29
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>			
√	C	DESCRIPTION/SPECS./WORK STATEMENT	17	√	J	LIST OF ATTACHMENTS	38
√	D	PACKAGING AND MARKING	18	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>			
√	E	INSPECTION AND ACCEPTANCE	19	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	K - 1
√	F	DELIVERIES OR PERFORMANCE	20	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	L - 1
√	G	CONTRACT ADMINISTRATION DATA	24	√	M	EVALUATION FACTORS FOR AWARD	M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS	26				
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE		
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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INFO CLIN

0001

Noun: SRP SYSTEM DESIGN AND PRIME MISSION EQUIPMENT
NSN: N - Not Applicable

Descriptive Data:

1. The contractor shall deliver the Surveillance Radar System completed through: design, development, and production activities; all contractor installation and checkout activities; all in-plant and on-site testing; required interface establishment; and on-site DT&E efforts. In addition, the contractor shall perform all Certifications necessary for the delivery of the Surveillance Radar System in accordance with the Technical Requirements Document (TRD) of this contract.

- a. Surveillance Radar
- b. Two Missile Warning Centers
- c. Stand-Alone Radar Trainer
- d. Stand-Alone MWC Trainer
- e. IFF Antenna

0001AA

1

Lot

Noun: Surveillance Radar
NSN: N - Not Applicable
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

1. The contractor shall deliver the Surveillance Radar (including as a minimum the required architecture, hardware, software, interfaces, communications, anti-tamper adaptation and provisions, and physical security) design, development, and production activities; installation and checkout activities; communication interfaces; all in-plant and on-site testing; an interface to the Missile Warning Centers via the Taiwan provided Military Information Communication System (MICS); and on-site DT&E in accordance with the Technical Requirements Document. Provide support for an on-site system demonstration upon completion of DT&E, in accordance with the Statement of Objectives.

2. This is a Cost Plus Award Fee (CPAF) CLIN. Award Fee earned for this CLIN will be determined by an assessment of the contractor's performance against the criteria described in Section J, Attachment (TBD), SRP Award Fee Plan.

3. The total estimated Cost of this SubCLIN is \$ _____. There is no Base Fee. The Award Fee Pool represents 12% of the SubCLIN's estimated cost.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001AB	<p><i>Noun:</i> Two Missile Warning Centers</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i></p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</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>1. The contractor shall deliver the Missile Warning Center (including as a minimum the required architecture, hardware, software, interfaces, communications, anti-tamper adaptation and provisions, and physical security) design, development, and production activities; installation and checkout activities; communication interfaces; all in-plant and on-site testing; an interface to the Surveillance Radar via the Taiwan provided Military Information Communication System (MICS); and on-site DT&E in accordance with the Technical Requirements Document. Provide support for an on-site system demonstration upon completion of DT&E, in accordance with the Statement of Objectives.</p> <p>2. This is a Cost Plus Award Fee (CPAF) CLIN. Award Fee earned for this CLIN will be determined by an assessment of the contractor's performance against the criteria described in Section J, Attachment (TBD), SRP Award Fee Plan.</p> <p>3. The total estimated Cost of this SubCLIN is \$ _____. There is no Base Fee. The Award Fee Pool represents 12% of the SubCLIN's estimated cost.</p>	1 Lot	_____ _____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001AC		1 Lot	_____ _____
	<i>Noun:</i>	Stand-Alone Radar Trainer	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>		
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	<p>1. The contractor shall deliver the Stand-Alone Radar Trainer (including as a minimum the required architecture, hardware, software, interfaces, communications, anti-tamper adaptation and provisions, and physical security) design, development, and production activities; installation and checkout activities; communication interfaces; all in-plant and on-site DT&E in accordance with the Technical Requirements Document. Provide support for an on-site system demonstration upon completion of DT&E, in accordance with the Statement of Objectives.</p> <p>2. This is a Cost Plus Award Fee (CPAF) CLIN. Award Fee earned for this CLIN will be determined by an assessment of the contractor's performance against the criteria described in Section J, Attachment (TBD), SRP Award Fee Plan.</p> <p>3. The total estimated Cost of this SubCLIN is \$ _____. There is no Base Fee. The Award Fee Pool represents 12% of the SubCLIN's estimated cost.</p>		
0001AD		1 Lot	_____ _____
	<i>Noun:</i>	Stand-Alone MWC Trainer	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>		
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	<p>1. The contractor shall deliver the Stand-Alone Missile Warning Center Trainer (including as a minimum the required architecture, hardware, software, interfaces, communications, anti-tamper adaptation and provisions, and physical security) design, development, and production activities; installation and checkout activities; communication interfaces; all in-plant and on-site DT&E in accordance with the Technical Requirements Document. Provide support for an on-site system demonstration upon completion of DT&E, in accordance with the Statement of Objectives.</p> <p>2. This is a Cost Plus Award Fee (CPAF) CLIN. Award Fee earned for this CLIN will be determined by an assessment of the contractor's performance against the criteria described in Section J, Attachment (TBD), SRP Award Fee Plan.</p> <p>3. The total estimated Cost of this SubCLIN is \$ _____. There is no Base Fee. The Award Fee Pool represents 12% of the SubCLIN's estimated cost.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001AE		1	_____
		Lot	_____
	<i>Noun:</i>	IFF Antenna	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>		
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	<p>1. The contractor shall deliver the IFF Antenna design, development, and production activities; installation and checkout activities; communication interfaces; all in-plant and on-site DT&E in accordance with the Technical Requirements Document. Provide support for an on-site system demonstration upon completion of DT&E, in accordance with the Statement of Objectives.</p> <p>2. This is a Cost Plus Award Fee (CPAF) CLIN. Award Fee earned for this CLIN will be determined by an assessment of the contractor's performance against the criteria described in Section J, Attachment (TBD), SRP Award Fee Plan.</p> <p>3. The total estimated Cost of this SubCLIN is \$ _____. There is no Base Fee. The Award Fee Pool represents 12% of the SubCLIN's estimated cost.</p>		

INFO CLIN

0002

Noun: SRP Facilities Design and Construction

NSN: N - Not Applicable

DD1423 is Exhibit:

Descriptive Data:

1. The contractor shall provide all labor, materials and equipment required to design, construct, and complete all facilities and infrastructure; and conduct facility tests and checkout activities for the technical and non-technical facilities (identified below) in accordance with the Technical Requirements Document, Facility Requirements Document, and Site Development Plan of this contract.

- a. Technical Facilities
- b. Non-Technical Facilities
- c. Missile Warning Center (MWC) Facilities
- d. Stand-Alone Radar Trainer Facility
- e. Stand-Alone MWC Trainer Facility

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0002AA		1 Lot	_____ _____
	<p><i>Noun:</i> Technical Facilities</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>1. The contractor shall provide all labor, materials and equipment required to design, construct, and complete all facilities and infrastructure; and conduct facility tests and checkout activities for the technical facilities in accordance with the Technical Requirements Document, Facility Requirements Document, and Site Development Plan of this contract.</p> <p>2. This is a Firm Fixed Price (FFP) CLIN.</p>		
0002AB		1 Lot	_____ _____
	<p><i>Noun:</i> Non-Technical Facilities</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i></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>1. The contractor shall provide all labor, materials and equipment required to design, construct, and complete all facilities and infrastructure; and conduct facility tests and checkout activities for the non-technical facilities in accordance with the Facility Requirements Document and Site Development Plan of this contract.</p> <p>2. This is a Firm Fixed Price (FFP) CLIN.</p>		
0002AC		1 Lot	_____ _____
	<p><i>Noun:</i> Missile Warning Center (MWC) Facilities</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i></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>1. The contractor shall provide all labor, materials and equipment required to design, construct or modify, and complete all facilities and infrastructure; and conduct facility tests and checkout activities for the Missile Warning Centers in accordance with the Technical Requirements Document, Facility Requirements Document, and Site Development Plan of this contract.</p> <p>2. This is a Firm Fixed Price (FFP) CLIN.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0002AD	<p data-bbox="857 283 873 310">1</p> <p data-bbox="857 317 898 344">Lot</p> <p data-bbox="380 346 1101 373"><i>Noun:</i> Stand-Alone Radar Trainer Facility</p> <p data-bbox="380 380 906 407"><i>NSN:</i> N - Not Applicable</p> <p data-bbox="380 413 602 441"><i>DD1423 is Exhibit:</i></p> <p data-bbox="380 447 967 474"><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p data-bbox="380 480 870 508"><i>Inspection:</i> DESTINATION</p> <p data-bbox="380 514 870 541"><i>Acceptance:</i> DESTINATION</p> <p data-bbox="380 548 870 575"><i>FOB:</i> DESTINATION</p> <p data-bbox="380 581 586 609"><i>Descriptive Data:</i></p> <p data-bbox="380 615 1390 741">1. The contractor shall provide all labor, materials and equipment required to design, construct or modify, and complete all facilities and infrastructure; and conduct facility tests and checkout activities for the Stand-Alone Radar Facility in accordance with the Technical Requirements Document, Facility Requirements Document, and Site Development Plan of this contract.</p> <p data-bbox="380 747 865 774">2. This is a Firm Fixed Price (FFP) CLIN.</p>	1	_____
0002AE	<p data-bbox="857 835 873 863">1</p> <p data-bbox="857 869 898 896">Lot</p> <p data-bbox="380 898 1101 926"><i>Noun:</i> Stand-Alone MWC Trainer Facility</p> <p data-bbox="380 932 906 959"><i>NSN:</i> N - Not Applicable</p> <p data-bbox="380 966 602 993"><i>DD1423 is Exhibit:</i></p> <p data-bbox="380 999 967 1026"><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p data-bbox="380 1033 870 1060"><i>Inspection:</i> DESTINATION</p> <p data-bbox="380 1066 870 1094"><i>Acceptance:</i> DESTINATION</p> <p data-bbox="380 1100 870 1127"><i>FOB:</i> DESTINATION</p> <p data-bbox="380 1134 586 1161"><i>Descriptive Data:</i></p> <p data-bbox="380 1167 1373 1293">1. The contractor shall provide all labor, materials and equipment required to design, construct or modify, and complete all facilities and infrastructure; and conduct facility tests and checkout activities for the Stand-Alone Missile Warning Trainer Facility in accordance with the Technical Requirements Document, Facility Requirements Document, and Site Development Plan of this contract.</p> <p data-bbox="380 1299 865 1327">2. This is a Firm Fixed Price (FFP) CLIN.</p>	1	_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0002AF

1

Lot

Noun: Removal of Demolition and Construction Debris (Hazardous Material)

NSN: N - Not Applicable

DD1423 is Exhibit:

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

1. The contractor shall provide unit costs for removal and disposal of hazardous materials to include, but not limited to asbestos discovered during the facility design or construction phases in accordance with the Site Development Plan. This will permit for the expeditious removal of hazardous materials based on actual quantities. There is a budgetary ceiling on this CLIN of \$_____.

1.

2. Type

Unit of Measure (U/M)

Cost

- | | | |
|----------------------------------|-------------|----------|
| a. Pipe insulation (2 inch Pipe) | Linear feet | \$ _____ |
| b. Sheet rock | Square Feet | \$ _____ |
| c. Floor tile | Square Feet | \$ _____ |
| d. Mastic | Square Feet | \$ _____ |
| e. Liquids | Gallons | \$ _____ |
| f. Gases | Cubic Feet | \$ _____ |

2. This is a Firm Fixed Price (FFP) Option CLIN.

0003

Noun: Training

Contract type: U - COST PLUS FIXED FEE

Start Date: ASREQ

Completion Date: ASREQ

Descriptive Data:

1. The Contractor shall provide SRP system specific training for the operators and maintainers including, but not limited to:

- a. Prime Mission Equipment
- b. Technical facilities
- c. Non-Technical Facilities
- d. Real Property Installed Equipment (RPIE)

2. This is a Cost Plus Fixed Fee (CPFF) CLIN. The total estimated Cost of this CLIN is \$_____. The Fixed Fee amount under this CLIN is \$_____.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0004

Noun: SRP Integrated Logistics Support (ILS)

Descriptive Data:

1. The contractor shall provide for the planning, management, and execution of Integrated Logistics Support (ILS) to include: spares, repair parts, tools, support equipment, technical and engineering support for the facilities (technical and non-technical); surveillance radar, Missile Warning Centers, trainers, and communications systems in accordance with the Technical Requirements Document, Facility Requirements Document, and Integrated Logistics Support Strategy (ILSS).
2. The contractor shall provide as a minimum:
 - a. Initial Spares and Provisioning Data
 - b. Technical Data
 - c. Support Equipment
 - d. Package Handling, Storage, and Transportation (PHS&T)
3. The costs are identified in the SubCLINs below.

0004AA

1

Lot

Noun: Initial Spares and Provisioning Data

NSN: N - Not Applicable

DD1423 is Exhibit:

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

1. The Contractor shall provide two (2) years of initial spare parts and equipment for Prime Mission Equipment and Facilities upon successful completion of DT&E as determined by the results of the Logistics Management Information (LMI) requirements (Provisioning Data).
2. This is a Cost Plus Fixed Fee (CPFF) CLIN. The total estimated Cost of this CLIN is \$_____. The Fixed Fee amount under this CLIN is \$_____.

0004AB

1

Lot

Noun: Technical Data

NSN: N - Not Applicable

DD1423 is Exhibit:

Contract type: U - COST PLUS FIXED FEE

Inspection: SOURCE

Acceptance: SOURCE

FOB: SOURCE

Descriptive Data:

1. The Contractor shall provide all Interactive Electronic Technical Manuals (IETM) and Commercial Manuals in accordance with the requirements of the Air Force Technical Manual Requirements (TMR) list.
2. This is a Cost Plus Fixed Fee (CPFF) CLIN. The total estimated Cost of this CLIN is \$_____. The Fixed Fee amount under this CLIN is \$_____.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0004AC		1	_____
		Lot	_____
	<i>Noun:</i>	Support Equipment	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>		
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	1. The Contractor shall provide all support equipment for the Surveillance Radar Program Prime Mission Equipment (PME) and Facilities to include, but not limited to PME and RPIE special tools and test equipment as determined by the results of the Logistics Management Information (LMI) requirements.		
	2. This is a Cost Plus Fixed Fee (CPFF) CLIN. The total estimated Cost of this CLIN is \$_____. The Fixed Fee amount under this CLIN is \$_____.		
0004AD		1	_____
		Lot	_____
	<i>Noun:</i>	Packaging, Handling, Storage, and Transportation (PHS&T)	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>		
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	1. The contractor shall provide the required packaging, handling, storage and transportation (PHS&T) from point of origin (i.e., contractor's facility) to destination.		
	2. This is a Cost Plus Fixed Fee (CPFF) CLIN. The total estimated Cost of this CLIN is \$_____. The Fixed Fee amount under this CLIN is \$_____.		
0005			_____
	<i>Noun:</i>	CONTRACTOR LOGISTICS SUPPORT (CLS)	_____
	<i>DD1423 is Exhibit:</i>		
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Start Date:</i>	ASREQ	
	<i>Completion Date:</i>	ASREQ	
	<i>Descriptive Data:</i>		
	1. The contractor shall provide Contractor Logistics Support (CLS) for a peroid of one (1) year following the successful completion of DT&E in accordance with the Tecnical Requirements Document, Facility Requirements Document, and Statement of Objectives.		
	2. This is a Cost Plus Fixed Fee (CPFF) CLIN. The total estimated Cost of this CLIN is \$_____. The Fixed Fee amount under this CLIN is \$_____.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0006		1	
		Lot	
	<i>Noun:</i>	SRP Data for CLINS 0001 through 0005	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
		1. The contractor shall provide data in accordance with the Contract Data Requirements List (CDRL, DD Form 1423) Section J, Exhibit A. Data items are not separately priced and are included in the estimated cost of CLINs 0001 through 0005.	
0007		1	
		Lot	
	<i>Noun:</i>	SRP Contract/Engineering Change Proposal Preparation	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
		1. Allocable and allowable costs incurred resulting from Government approved contract and/or engineering change proposals generated/incurred during the performance of the SRP effort.	
0008			
	<i>Noun:</i>	Award Fee	
	<i>NSN:</i>	N - Not Applicable	
	<i>Descriptive Data:</i>		
		1. The contractor shall periodically be paid an Award Fee in accordance with Section J, Attachment (TBD), and SRP Award Fee Plan.	
0009		1	
		Lot	
	<i>Noun:</i>	Travel	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
		1. Travel costs required to execute and manage the SRP.	
		2. Costs reimbursed with no fee.	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0010		1 Lot	_____
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Noun: Other Direct Costs (ODCs)
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

1. SRP related allowable and allocable ODCs in support of the program will be paid on a cost reimbursable basis. Costs may include, but not be limited to: taxes, duties, licenses, and permits required to execute and manage the SRP as provided for in the Letter of Acceptance (LOA) signed by the US Government and the Foreign Military Sales (FMS) customer.
2. Costs reimbursed with no fee.

0011	OPTION CLIN (supply)		_____
-------------	----------------------	--	-------

Noun: SRP U.S. Restriction Growth Options
NSN: N - Not Applicable
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

1. Cost for the contractor to modify the SRP system which allows the satisfaction of a US-Restricted TRD requirement as set forth in TRD Sections 3.1.1.1 (U), Theater Ballistic Missile (TBM) Search and Track Coverage (USG- Restricted Growth), and 3.1.6.1.2 (U), TBMs (USG-Restricted Growth). These capabilities will be embedded within the basic design of the system and will remain inaccessible to Taiwan until USG policy allows for their activation.
2. This is a Cost Plus Award Fee (CPAF) CLIN. Award Fee earned for this CLIN will be determined by an assessment of the contractor's performance against the criteria described in Section J, Attachment (TBD), SRP Award Fee Plan.
3. The total estimated Cost of this SubCLIN is \$ _____. There is no Base Fee. The Award Fee Pool represents 12% of the SubCLIN's estimated cost.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0012	OPTION CLIN (supply)		
	<p><i>Noun:</i> SRP Performance Growth Option</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</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>1. Cost for the contractor to modify the SRP system to meet a TRD growth requirement, which is not inherent in the SRP system, and which is not subject to USG restrictions as called out in the TRD.</p> <p>2. This is a Cost Plus Award Fee (CPAF) CLIN. Award Fee earned for this CLIN will be determined by an assessment of the contractor's performance against the criteria described in Section J, Attachment (TBD), SRP Award Fee Plan.</p> <p>3. The total estimated Cost of this SubCLIN is \$ _____. There is no Base Fee. The Award Fee Pool represents 12% of the SubCLIN's estimated cost.</p>		

0013	RESERVED CLIN (service)		
	<p><i>Noun:</i> SRP 2nd CLS Period</p> <p><i>Descriptive Data:</i></p> <p>1. If later negotiated and incorporated into the contract, the contractor shall provide Contractor Logistics Support (CLS) for a period of up to five (5) years following the completion of the first one-year CLS period.</p>		

0014	RESERVED CLIN (service)		
	<p><i>Noun:</i> SRP 3rd CLS Period</p> <p><i>Descriptive Data:</i></p> <p>1. If later negotiated and incorporated into the contract, the contractor shall provide Contractor Logistics Support (CLS) for a period of up to five (5) years following the successful completion of the most recent CLS period.</p>		

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty Purch Unit</u>	<u>Unit Price Total Item Amount</u>
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0015 RESERVED CLIN (supply)

Noun: SRP 3rd and 4th Missile Warning Centers

NSN: N - Not Applicable

Descriptive Data:

1. If later negotiated and incorporated into the contract, the contractor shall provide and complete facility design and construction or modification activities; all contractor facility utility installation and checkout activities; and performance of all Certifications as appropriate to accommodate Prime Mission Equipment (PME) installation in accordance with the Technical Requirements Document, Facility Requirements Document, and Site Development Plan.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price (\$ TBD)

Applicable to following Line Items: 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0002AF, 0015
Applies to Firm-Fixed-Price CLIN(s) only.

B038 CONTRACT TYPE: COST-PLUS-AWARD-FEE (FEB 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

(a) The total estimated cost of performance is ____

(b) The base fee is \$0.00 (ZERO)

(c) The maximum award fee is ____

(d) The award fee earned for performance from inception of contract through the evaluation period ending ____ (insert end of evaluation period) has been determined to be ____ (insert award fee earned).

Applies to Cost-Plus-Award-Fee CLIN(s) only.

B049 OPTIONS (APR 2000)

The Government may require performance of the work required by CLIN(s) 0011 and 0012. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before ____ (insert deadline for exercising option). If the Government exercises this option(s) by ____ (insert date, months after receipt of order, etc.), the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

____ (Insert cost, fee, total, as applicable)

B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is ____

Applicable to following Line Items: 0007, 0009, 0010

Applies to Cost CLIN(s) only.

B054 IMPLEMENTATION OF LIMITATION OF FUNDS (FEB 2003)

(a) The sum allotted to this contract and available for payment of costs under ____ (insert contract line items) through ____ (insert date) in accordance with the clause in Section I entitled "Limitation of Funds" is ____ (insert dollar amount).

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of _____ (insert dollar amount) is obligated for payment of fee for work completed under CLINs _____ (insert contract line items).

Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

B058 PAYMENT OF FEE (CPFF) (FEB 2003)

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost _____

Fee _____

Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

0001 WORK DESCRIPTION/SPECIFICATION (MAY 1997) (TAILORED)

Work called for by the contract line items numbers 0001 through 0010 specified in SECTION B shall be performed in accordance with the following:

DESCRIPTION/SPECIFICATIONS

1. CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423, Section J, Exhibit A
2. STATEMENT OF OBJECTIVES (SOO) for the SRP, Section J, Attachment 1
3. DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS, Section J, Attachment 2
4. SRP Security Classification Guide (FOUO), Section J, Attachment 3
5. Technical Requirements Document (TRD) (FOUO), Section J, Attachment 4
6. Subcontracting Plan (To be incorporated at contract award), Section J, Attachment 5
7. Award Fee Plan, Section J, Attachment 6
8. Site Development Plan (SDP), Section J, Attachment 7
9. Facilities Requirements Document, Section J, Attachment 8
10. Integrated Logistics Support Strategies (ILSS), Section J, Attachment 9

ESC-C002 REFERENCE TO SPECIFIC PARAGRAPHS OF THE STATEMENT OF OBJECTIVES (FEB 2004)

Reference to specific paragraphs of the Statement of Objectives (SOO) indicates only where the CLIN/SubCLIN requirement is principally described and does not absolve the Contractor from the requirement to comply with all other contractual provisions applicable to those CLINs/SubCLINs as well.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)
*(c) Classified documents or information shall be handled in accordance with DD Form 254,
Contract Security Classification Specification.*

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996) - ALTERNATE I (JUL 1985)
- 52.246-10 INSPECTION OF FACILITIES (APR 1984)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.246-13 INSPECTION -- DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS
(AUG 1996)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E004 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 1998)

The contractor shall include the following information in Block 16 of the DD Form 250:

- FMS Country
- Case Identifier
- Special Marking Instructions

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001AA		1	U			ASREQ
	<p><i>Noun:</i> Surveillance Radar</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0001AA is _____.</p>					
0001AB		1	U			ASREQ
	<p><i>Noun:</i> Two Missile Warning Centers</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0001AB is _____.</p>					
0001AC		1	U			ASREQ
	<p><i>Noun:</i> Stand-Alone Radar Trainer</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0001AC is _____.</p>					
0001AD		1	U			ASREQ
	<p><i>Noun:</i> Stand-Alone MWC Trainer</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0001AD is _____.</p>					
0001AE		1	U			ASREQ
	<p><i>Noun:</i> IFF Antenna</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0001AE is _____.</p>					
0002AA		1	U			ASREQ
	<p><i>Noun:</i> Technical Facilities</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0002AA is _____.</p>					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0002AB		1	U			ASREQ
	<p><i>Noun:</i> Non-Technical Facilities</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0002AB is _____.</p>					
0002AC		1	U			ASREQ
	<p><i>Noun:</i> Missile Warning Center (MWC) Facilities</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0002AC is _____.</p>					
0002AD		1	U			ASREQ
	<p><i>Noun:</i> Stand-Alone Radar Trainer Facility</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0002AD is _____.</p>					
0002AE		1	U			ASREQ
	<p><i>Noun:</i> Stand-Alone MWC Trainer Facility</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0002AE is _____.</p>					
0002AF		1	U			ASREQ
	<p><i>Noun:</i> Removal of Demolition and Construction Debris (Hazardous Material)</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0002AF is _____.</p>					
0004AA		1	U			ASREQ
	<p><i>Noun:</i> Initial Spares and Provisioning Data</p> <p><i>Descriptive Data:</i></p> <p>Offeror's proposed delivery/completion date for SubCLIN 0004AA is _____.</p>					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
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0004AB		1	U			ASREQ
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Noun: Technical Data
Descriptive Data:
Offeror's proposed delivery/completion date for SubCLIN 0004AB is
 _____.

0004AC		1	U			ASREQ
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Noun: Support Equipment
Descriptive Data:
Offeror's proposed delivery/completion date for SubCLIN 0004AC is
 _____.

0004AD		1	U			ASREQ
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Noun: Packaging, Handling, Storage, and Transportation (PHS&T)
Descriptive Data:
Offeror's proposed delivery/completion date for SubCLIN 0004AD is
 _____.

0006		1	U			ASREQ
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Noun: SRP Data for CLINS 0001 through 0005

0007		1	U			ASREQ
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Noun: SRP Contract/Engineering Change Proposal Preparation

0009		1	U			ASREQ
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Noun: Travel

0010		1	U			ASREQ
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Noun: Other Direct Costs (ODCs)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.242-15 STOP-WORK ORDER (AUG 1989)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.242-16 STOP-WORK ORDER -- FACILITIES (AUG 1989)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998)

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number	Period of Performance
_____ (insert line item and period of performance)	

F002 PERIOD OF PERFORMANCE (FEB 1997)

Period of performance under this contract shall be _____ (insert dates).

I. Administrative Information:

1.
 - a. Contracting Officer: Mr. Steven C. Linchey
 - b. Program Manager: Elaine Doyle
 - c. Symbol of Purchasing Office: ESC/NDK
 - d. Telephone number and extension: (781) 377-6137 or (781) 377-6965
 - e. Fax Number: (781) 377-2444
 - f. Internet Address: steve.linchey@hanscom.af.mil or mohammad.yaqub@hanscom.af.mil

2. The ACO shall forward all documentation (reports, invention disclosure notices, requests) and other Information concerning patents to the following address:

ESC/JA
35 Hamilton Street
Hanscom AFB, MA 01731

3. Transportation Office: Transportation Officer
Address - Same as Office of Administration

4. Submit info copy of invoices to: ESC/NDX
11 Eglin Street, Building 1618
Hanscom AFB, MA 01731

II. Notice: Our remittance will be accomplished in accordance with Section I, I.,

- A. Federal Acquisition Regulation Contract Clauses:
- i. 52.204-07 Central Contractor Registration (Oct 2003)
 - ii. 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to ESC/JA
35 HAMILTON STREET
HANSCOM AFB MA 01731
The Electronic Systems Center patent administrator can be reached at ESC/JAZ
BLDG 1120
40 WRIGHT STREET

HANSCOM AFB MA 01731-2903

This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

H001 OPTIONS (MAY 1997) (TAILORED)

The Government reserves the right to exercise the following option(s) subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate. (Option CLINs 0011 and 0012)

H002 PRODUCTION PROGRESS REPORT (MAY 1997)

In accordance with FAR clause 52.242-2, "Production Progress Reports," as set forth in Section I, the Contractor shall prepare and submit to the Contracting Officer production progress reports as follows:

Frequency/Timing: _____ (insert frequency and timing for submission of progress reports)
Applicable to CLINs: _____ (insert line items)
Offices for Distribution: _____ (insert offices for distribution)

The Contractor shall comply with DFARS 242.1107 for reporting actual or potential delinquencies.

H004 TECHNICAL REVIEW (MITRE) (MAY 1997) (TAILORED)

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997) (TAILORED)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

(a) one (insert number of copies) copy(ies) to: Office of Public Affairs, ESC/PAM, 9 Eglin Street, Hanscom AFB, MA 01731-2118 (address)

(b) one (insert number of copies) copy(ies) to: Contracting Officer, Mr. Steven C. Linchey, ESC NDK, 11 Eglin Street Building 1618, Hanscom AFB, MA 01731-2120

(c) one (insert number of copies) copy(ies) to: Program Manager, Ms. Elaine Doyle, ESC/NDBT, 11 Eglin Street Building 1618, Hanscom AFB, MA 01731-2120

H033 SOLICITATION NUMBER (APR 1998) (TAILORED)

Solicitation Number: F19628-03-R0002 (insert solicitation number)

H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

H059 APPLICATION FOR EQUIPMENT FREQUENCY AUTHORIZATION (FEB 2003)

The Contractor must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Contractor shall submit DD Form 1494, Application for Equipment Frequency Allocation, in triplicate to the buyer at the issuing office indicated on the cover of this document within 45 days after contract award. Instructions for preparing the form are contained in AFI 33-118, Radio Frequency Spectrum Management, and on the form itself. The DD Form 1494 will be routed through the Administrative Activity Quality Control Office indicated on the cover of the form in accordance with AFI 33-118. Upon verification of frequency requirements, the Contractor shall submit, if required, information to prepare a "Standard Frequency Action Format (SFAF) Request" to the person and address specified above. Instructions for preparing an SFAF are contained in AFI 33-118. Attention is directed to DFARS 252.235-7003, Frequency Authorization.

H083 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (FEB 2003)

In accordance with DFARS 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the Contractor's Comprehensive Subcontracting Plan dated ____ (insert date) and its successors is herein incorporated by reference.

H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003)

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. ____ (insert origin or destination as appropriate), for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

ITEM NR	NSN	NOUN	PART NO	QTY	DELIVERY DATE
____ (List of government property by item number, NSN, noun, part number, quantity, and delivery date)					

H090 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (JUL 2003)

(a) Purpose. This clause establishes a procedure by which the parties agree to change this contract per the Changes clause of this contract without an equitable adjustment to the contract price. The parties agree that each change not exceeding ____ (insert dollar amount), which also does not affect the contract delivery or performance schedules or any other contract clause, term or condition shall be a change having no effect on the contract price. For cost contracts, there will be no fee adjustment for each change not exceeding ____ (insert dollar amount) which does not affect contract delivery or performance, or any contract provision.

(b) Procedure. When it is proposed to make a change under the Changes clause and both parties agree that such a change shall require no equitable adjustment as contemplated by paragraph (a) of this clause, the Contractor shall submit a written proposal or offer to accomplish the proposed change without an equitable adjustment. If the Contracting Officer determines no adjustment is necessary, the Contractor's proposal may be accepted by issuing a unilateral modification using an SF Form 30, Amendment of Solicitation/Modification of Contract. The modification shall (1) be issued under the Changes clause; (2) cite this clause; (3) reference the Contractor's proposal or offer; and (4) direct the changes to be made. The issuance of the modification shall constitute acceptance of the Contractor's proposal or offer, shall be binding on both parties, and shall be a full, complete and final settlement for the directed changes.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 6.2.x.100; Issued: 8/13/2004; FAR: FAC 2001-24 (Partial); DFAR: DCN20040625; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 2004-PK-006; AFAC: AFAC 2004-0804; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (JUL 2004)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
(a) Number of calendar days is '?????'
(c) Number of days or calendar date is '?????'
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999) - ALTERNATE I (JAN 1997)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE I (OCT 1997)
Alt I, Para (b)(1), The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: 'TBD'
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: 'TBD'
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997)
Alt IV, (a), Description of the information and the format that are required: '?????'
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002) - ALTERNATE I (FEB 1997)
Para (a) (3), Day prescribed by agency head, or "30th". '?????'
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.216-09 FIXED FEE -- CONSTRUCTION (MAR 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

- 52.216-13 ALLOWABLE COST AND PAYMENT -- FACILITIES (FEB 2002)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '30 days'
- 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
Para (a), Period of time '?????'
Para (a), 60 or as appropriate '?????'
Para (c), Number of Months/Years. '?????'
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is '\$0.00'
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.222-08 PAYROLLS AND BASIC RECORDS (FEB 1988)
- 52.222-09 APPRENTICES AND TRAINEES (FEB 1988)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
- 52.222-12 CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)
- 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-02 PRIVACY ACT (APR 1984)
- 52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2004)
Para (b)(3). Insert excepted material or "none". '?????'
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-04 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
- 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
- 52.227-12 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)
para (l), insert agency instructions '?????'
- 52.228-02 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-03 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
- 52.228-11 PLEDGES OF ASSETS (FEB 1992)
- 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
- 52.229-06 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.229-07 TAXES -- FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)
Para (b), Name of foreign government is 'Taiwan'
Para (b), Name of country is 'Taiwan'
Para (b), Name of country is 'Taiwan'
Para (c), Name of foreign country is 'Taiwan'
Para (c), Name of country is 'Taiwan'
Applies to Firm-Fixed-Price CLIN(s) only.

- 52.229-09 TAXES -- COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)
Para (a), Name of foreign government is 'Taiwan'
Para (a), Name of country is 'Taiwan'
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
- 52.232-01 PAYMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-05 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-11 EXTRAS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-16 PROGRESS PAYMENTS (APR 2003)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-21 LIMITATION OF COST (FACILITIES) (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.234-01 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
- 52.236-01 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
Percent is '????'
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-02 DIFFERING SITE CONDITIONS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-03 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-04 PHYSICAL DATA (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-05 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-06 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-07 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-08 OTHER CONTRACTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-09 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-12 CLEANING UP (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)

- 52.236-13 *Applies to Firm-Fixed-Price CLIN(s) only.*
ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)
- 52.236-15 *Applies to Firm-Fixed-Price CLIN(s) only.*
SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-17 LAYOUT OF WORK (APR 1984)
- 52.236-18 *Applies to Firm-Fixed-Price CLIN(s) only.*
WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-19 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
- 52.236-26 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-01 *Applies to Firm-Fixed-Price CLIN(s) only.*
NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-03 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)
- 52.243-01 *Applies to Firm-Fixed-Price CLIN(s) only.*
CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- 52.243-02 *Applies to Firm-Fixed-Price CLIN(s) only.*
CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
- 52.243-02 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)
- 52.243-02 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE IV (APR 1984)
- 52.243-04 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
CHANGES (AUG 1987)
- 52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
- 52.244-02 SUBCONTRACTS (AUG 1998)
Para (e), approval required on subcontracts to: 'none'
Para (k), Insert subcontracts evaluated during negotiations. 'none'
- 52.244-02 *Applies to Firm-Fixed-Price CLIN(s) only.*
SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'none'
Para (k), Insert subcontracts which were evaluated during negotiations: 'none'
- 52.244-05 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)
- 52.245-01 PROPERTY RECORDS (APR 1984)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (MAY 2004)
- 52.245-03 *Applies to Firm-Fixed-Price CLIN(s) only.*
IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
- 52.245-05 *Applies to Firm-Fixed-Price CLIN(s) only.*
GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (MAY 2004)
- 52.245-08 *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
LIABILITY FOR THE FACILITIES (DEVIATION) (JAN 1997)
- 52.245-16 FACILITIES EQUIPMENT MODERNIZATION (APR 1985)

- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.248-03 VALUE ENGINEERING -- CONSTRUCTION (FEB 2000)
Para (i), Contract number. 'TBD'
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE I (SEP 1996)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE I (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-11 TERMINATION OF WORK (CONSOLIDATED FACILITIES OR FACILITIES ACQUISITION) (MAY 2004)
- 52.249-13 FAILURE TO PERFORM (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984) - ALTERNATE I (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV 2003)
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)
Para (c)(1)(ii). List of Contract Line, Subline, or Exhibit Line Item Nr and Item Description. '?????'
Para (c)(1)(iii). Exhibit Nr. or N/A. '?????'
Para (c)(1)(iii). CDRL Item Nr. or N/A. '?????'
- 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991)
Para (b), Name of country (or To Be Determined) '?????'
Para (b), Applicable CLIN '?????'
- 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
- 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) - ALTERNATE I (APR 2003)

- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004)
252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)
Para (b)(1), Sales to the Government(s) of: 'Taiwan'
252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)
252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)
252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (JUN 2004) - ALTERNATE I (JAN 2004)
Para (b)(2). C.O. lists materials or "none". '?????'
Para (c)(2). C.O. lists applicable material or "none". '?????'
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.228-7003 CAPTURE AND DETENTION (DEC 1991)
252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s) only.
252.229-7001 TAX RELIEF (JUN 1997)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7002 PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DEC 1991)
252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)
252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)
252.234-7001 EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)
Para (f), Subcontractors selected for application of EVMS: 'TBD'
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991) - ALTERNATE I (DEC 1991)
252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
Para (e). Identify drawings. '?????'
Applies to Firm-Fixed-Price CLIN(s) only.
252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (DEC 1991)
252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.217-9000 LONG LEAD LIMITATION OF GOVERNMENT LIABILITY (MAY 1996)

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)
Para (c), List of Class I ODSs. 'NONE'
- 5352.223-9003 ENHANCED SECURITY OF PRODUCTS (NOV 2002)
Line item number(s). '?????'
Identify where security requirements are specified; i.e., SOW, '?????'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998)
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)
- 5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ (dollar amount is) dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ (dollar amount is) dollars.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) _____ (First CLIN that is incrementally funded) through _____ (Last CLIN that is incrementally funded) are incrementally funded. For these item (s), the sum of _____ (Available dollars to be inserted after negotiation) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

_____ (Insert funding schedule and dates for funding periods.)
Applies to Firm-Fixed-Price CLIN(s) only.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	153	14 SEP 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423
ATTACHMENT 1	5	02 SEP 2004	STATEMENT OF OBJECTIVES (SOO), SRP
ATTACHMENT 2	0		DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS
ATTACHMENT 3	0		SRP SECURITY CLASSIFICATION GUIDE (FOUO)
ATTACHMENT 4	0		TECHNICAL REQUIREMENTS DOCUMENT (TRD) (FOUO)
ATTACHMENT 5	TBD		SUBCONTRACTING PLAN (TO BE INCORPORATED AT CONTRACT AWARD)
ATTACHMENT 6	25	15 SEP 2004	AWARD FEE PLAN
ATTACHMENT 7	31	22 JUL 2004	SITE DEVELOPMENT PLAN (SDP)
ATTACHMENT 8	30	22 JUL 2004	FACILITIES REQUIREMENT DOCUMENT (FRD), SRP
ATTACHMENT 9	30	15 SEP 2004	INTEGRATED LOGISTICS SUPPORT STRATEGY (ILSS)
ATTACHMENT 10	2	02 SEP 2004	CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)
ATTACHMENT 11	11	02 SEP 2004	CWBS DICTIONARY

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.225-02 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision ___ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Applies to Firm-Fixed-Price CLIN(s) only.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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.....

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name.....

TIN.....

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
--	--

—

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334220.

(2) The small business size standard is 750 Employees.

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

(b) Representations.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 office, 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 (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in 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.

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

"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 the size standard in paragraph (a) of this provision.

"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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) 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 of 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.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification; and

(B) Where the concern is owned by one or more disadvantaged individuals, 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); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has 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.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

____ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

____ (v) The facility is not located in the United States or its outlying areas.

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
 (Name and Phone Number with Country Code, City Code
 and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
---	--

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Commercial			Source of Supply		Actual Address Part No.	Mfg?
	Stock Number (Y or N)	Item		Company			
(1)	(2)	(3)	(4)	(4)	(5)	(6)	

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

252.225-7000 BUY AMERICAN ACT-- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
--	-----------------------	-----------------------------	---

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date -----

Printed Name and Title -----

Signature -----

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

252.236-7010 OVERSEAS MILITARY CONSTRUCTION -- PREFERENCE FOR UNITED STATES FIRMS (JAN 1997)

(a) Definition.

"United States firm," as used in this provision, means a firm incorporated in the United States that complies with the following:

(1)The corporate headquarters are in the United States;

(2)The firm has filed corporate and employment tax returns in the United States for a minimum of 2 years (if required), has filed State and Federal income tax returns (if required) for 2 years, and has paid any taxes due as a result of these filings; and

(3)The firm employs United States citizens in key management positions.

(b) Evaluation. Offers from firms that do not qualify as United States firms will be evaluated by adding 20 percent to the offer.

(c) Status. The offeror ___ is, ___ is not a United States firm.

252.236-7012 MILITARY CONSTRUCTION ON KWAJALEIN ATOLL--EVALUATION PREFERENCE (MAR 1998)

(a) Definitions. As used in this provision-

(1) Marshallese firm means a local firm incorporated in the Marshall Islands, or otherwise legally organized under the laws of the Marshall Islands, that--

(i) Is more than 50 percent owned by citizens of the Marshall Islands; or

(ii) Complies with the following:

(A) The firm has done business in the Marshall Islands on a continuing basis for not less than 3 years prior to the date of issuance of this solicitation;

(B) Substantially all of the firm's directors of local operations, senior staff, and operating personnel are resident in the Marshall Islands or are U.S. citizens; and

(C) Most of the operating equipment and physical plant are in the Marshall Islands.

(2) United States firm means a firm incorporated in the United States that complies with the following:

(i) The corporate headquarters are in the United States;

(ii) The firm has filed corporate and employment tax returns in the United States for a minimum of 2 years (if required), has filed State and Federal income tax returns (if required) for 2 years, and has paid any taxes due as a result of these filings; and

(iii) The firm employs United States citizens in key management positions.

(b) Evaluation. Offers from firms that do not qualify as United States firms or Marshallese firms will be evaluated by adding 20 percent to the offer, unless application of the factor would not result in award to a United States firm.

(c) Status. The offeror is _____ a United States firm; _____ a Marshallese firm; _____ Other.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) 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.

(b) 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.

(c) 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 FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT

5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)

ARINC, MITRE Corp., Titan Corp., SI International, Quantech, Odyssey, Galaxy Scientific, Tecolote Research Corp., MIT Lincoln Laboratory

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance;
and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

?????

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
Rated Order: '????'
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997) - ALTERNATE I (OCT 1997)
Alt I, Para (b)(1), The offeror shall submit cost or pricing data and supporting attachments in the
following format: '????'
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997) - ALTERNATE II (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997)
Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media: '????'
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997)
Alt IV, Para (b), Insert description of the information and the format that are required: '????'
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm Fixed Price'
- 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
- 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS
UNDER TRADE AGREEMENTS (JAN 2004)
- 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY
1999)
- 52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'Ms. Katherine S. Viano, Contracting Officer and Lt Amy Abraham,
Buyer (ESC/NDK, 11 Eglin Street, Hanscom AFB, MA 01731)'
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)
- 52.236-28 PREPARATION OF PROPOSALS -- CONSTRUCTION (OCT 1997)
- 52.237-08 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE
GOVERNMENT (JUN 1995)
- 252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)
Para (a), Dollar amount is '????'
Para (a)(1), Dollar amount is '????'
Para (b), Number of days is '????'
- 252.234-7000 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)
- 252.236-7007 ADDITIVE OR DEDUCTIVE ITEMS (DEC 1991)

252.236-7008 *Applies to Firm-Fixed-Price CLIN(s) only.*
CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9000 FACILITY CLEARANCE (MAY 1996)

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9004 EVALUATION OF PROPOSALS SUBMITTED WHEN QUALIFICATION REQUIREMENTS DO NOT EXIST (AFMC) (JUL 1997)

5352.227-9001 QUALIFICATION OF OFFEROR UNDER EXPORT - CONTROLLED RESTRICTED SOLICITATION (AFMC) (JUL 1997)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

ESC-L001 INFORMATION TO OFFERORS AND INSTRUCTIONS FOR PROPOSAL PREPARATION (SEP 2004)

See individual file named "SRP Section L 9-13-04" posted to SRP HERBB site.

L007 STATUTORY COST LIMITATIONS (MAY 1997)

Pursuant to the Cost Limitation (DOD FAR Sup 252.236-7006) clause hereof, the statutory cost limitation(s) for this solicitation are identified hereunder.

ITEM NO(S). COST LIMITATION(S)
_____ (insert item number(s) and cost limitation(s))

L008 NOTICE TO OFFERORS (CONSTRUCTION) (MAY 1997)

Funds are not presently available for this project. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date.

L011 APPLICABLE CLAUSES (MAY 2002)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and associated implementation in Section H will be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and H081.

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

a. Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

b. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

c. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

d. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAY 2004)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-202 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

L046 SUBMISSION OF COST OR PRICING DATA (FEB 2003)

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within _____ (insert calendar days) after receipt of the Contracting Officer's request.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.217-03 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)
- 52.217-04 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)
- 52.217-05 EVALUATION OF OPTIONS (JUL 1990)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.247-51 EVALUATION OF EXPORT OFFERS (JAN 2001) - ALTERNATE III (APR 1984)

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 5352.215-9019 ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE RED-YELLOW-GREEN PROGRAM (OVER \$100K) (AFMC) (AUG 2002)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

OTHER SOLICITATION PROVISIONS IN FULL TEXT

ESC-M001 EVALUATION CRITERIA (DEC 2003)

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference.

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.217-03 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984) for CLINs TBDXXX for the Southern EWR site and follow-on O&M support.
- 52.217-05 EVALUATION OF OPTIONS (JUL 1990) for CLINs TBDYYY for MWC Options.

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

1.0 Basis for Contract Award

The Government will select the best overall offer, based upon an integrated assessment of Mission Capability, Past Performance, Proposal Risk, and Price/Cost. This is a best value source selection conducted in accordance with Air Force Federal Acquisition Regulation Supplement (AFFARS) 5315.3 Source Selection and the AFMC supplement (AFMCFARS) thereto. Contract(s) may be awarded to the Offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR 9.104), as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. The Government seeks to award to the Offeror who gives the Air Force the greatest confidence that it will best meet or exceed the requirements affordably. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher price Offeror outweighs the cost difference. To arrive at a source selection decision, the SSA will integrate the source selection team's evaluations of the evaluation factors and subfactors (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

Offerors are required to meet all solicitation requirements such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors and subfactors. Failure to comply with any of those requirements may result in the Offeror being removed from further consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified. In the event of a conflict between paper and electronic versions, the paper copy will govern.

The Government intends to evaluate proposals and make award without discussions. However, if during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, Offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision.

1.1 Number of Contracts to be Awarded

The Government intends to award one contract for the Surveillance Radar Program (SRP); however, the Government reserves the right to award more than one contract or not to award any contracts, depending upon the quality of the proposal(s) submitted and the availability of funds.

1.2 Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

1.3 Competitive Advantage from Use of Government Furnished Property

The Government will eliminate any competitive advantage resulting from an Offeror's proposed use of Government-furnished property (GFP).

1.4 Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an Offeror's proposal not meeting the Government's requirements is not considered correctable, the Offeror may be eliminated from the competitive range.

M002 EVALUATION FACTORS

2.0 Evaluation Factors and Subfactors and their Relative Order of Importance

Award will be made to the Offeror whose proposal provides the best value to the Government based upon an integrated assessment of the evaluation factors described below. The evaluation will assess the Offeror's understanding of requirements as well as whether the proposed approach is sound, within budget constraints, and consistent with their proposed schedule. The first two evaluation factors (Mission Capability/Proposal Risk and Past Performance) are equal in importance, and each is more important than the Cost/Price Factor. In accordance with FAR 15.403(e), the evaluation factors other than cost, when combined, are significantly more important than cost; however, cost will contribute substantially to the selection decision.

Within the Mission Capability/Proposal Risk factor, the Subfactors are listed in descending order of importance.

Factor 1: Mission Capability/Proposal Risk

Subfactor 1: Architecture and Technical Capability

Subfactor 2: Integrated Management and System Engineering Processes

Factor 2: Past Performance

Factor 3: Cost/Price

If the Offeror is other than a small business, the Offeror's Small Business Subcontracting Plan submitted in accordance with FAR 52.219-9 and Section L paragraph 7.3.4.2 shall also be evaluated to determine the extent to which the Offeror identifies and commits to the participation of Small Disadvantaged Businesses - SDB (FAR 52.219.25), Small Businesses (SB), Historically Black Colleges or Universities (HBCU), and Minority Institutions (MI) whether as joint venture members, teaming arrangement, or subcontractor. Failure to submit such a plan will render the Offeror ineligible for award.

2.1 Factor and Subfactor Ratings

2.1.1 Mission Capability/Proposal Risk Rating

A color rating will be assigned to each subfactor under the Mission Capability Factor. The color rating depicts how well the Offeror's proposal meets the Mission Capability subfactor requirements in accordance with the stated evaluation criteria and solicitation requirements. A proposal risk rating will be assigned to each subfactor under Mission Capability. Proposal risk represents the risks identified with an Offeror's proposed approach as it relates to the evaluation criteria and solicitation requirements.

2.1.2 Past Performance Rating

A performance confidence assessment will be assigned to the Past Performance Factor. Performance confidence represents the Government's confidence in an Offeror's ability to successfully perform as proposed based on an assessment of the Offeror's past work record.

2.1.3 Cost/Price

The Offeror's cost/price proposal will be evaluated for reasonableness and cost realism using one or more of the techniques defined in FAR 15.404. There is no rating (e.g., color, risk, etc.) associated with the Cost/Price factor.

2.1.4 Integrated Assessment

When the integrated assessment of all aspects of the evaluation is accomplished, the color ratings, performance confidence assessment, proposal risk ratings and cost/price evaluation will be considered in the order of priority stated in paragraph M002, Section 2.0. Any of these considerations can influence the Source Selection Authority's (SSA) decision.

2.2

Factor 1 - Mission Capability/Proposal Risk

Each Offeror's written proposal, results of any in-plant review, or any subcontracting plan will be used to evaluate the subfactors within the Mission Capability/Proposal Risk Factor. In general, the evaluation will assess each Offeror's understanding of requirements and whether the proposed approach is sound, within the budget constraints as outlined in Section L, and is consistent with the proposed schedule.

Each subfactor within Mission Capability will receive one of the four color ratings (Mission Capability Ratings) described in AFFARS 5315.305(a)(3)(A), based on the assessed strengths, deficiencies, and proposal inadequacies of each Offeror's proposal as it relates to each of the Mission Capability subfactors. Subfactor ratings will not be combined into a single color rating for the Mission Capability.

The Proposal Risk assessment will focus on the risks and weaknesses associated with an Offeror's proposed approach and includes an assessment of the potential for disruption of schedule, degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For each identified risk, the assessment also addresses the Offeror's proposal for mitigating the risk and why that approach is or is not manageable. Each subfactor under the Proposal Risk factor will receive one of the Proposal Risk Ratings defined in AFFARS 5315.305(a)(3)(B).

2.2.1 Subfactor 1 - Architecture and Technical Capability

The Government will evaluate the Offeror's proposed architecture and technical capability approach to determine compliance and consistency with the Government's requirements as defined in the Statement of Objectives (SOO), Technical Requirements Document (TRD), Facilities Requirements Document (FRD), and Contract Data Requirements List (CDRL). All TRD threshold and USG-restricted growth requirements must be met in the

Offeror's proposed approach. The extent of the effort required for allowing the USG-restricted growth requirements that are limited by US release policies to be 'turned on', after release, must be identified by the Offeror and will be considered in the evaluation. The subfactor will assess whether the contractor's approach is achievable within budget constraints set forth in Section L and the schedule in the SOO, at a minimum:

- Is a flexible, evolvable, open hardware and software architecture approach that exceeds expected initial loading conditions and system throughput
- Fulfills anti-tamper and information security requirements, and adheres to US Government security regulations
- Properly addresses all system and software testing including anti-tamper provisions of current and future capabilities
- Includes a sound basis of radar design, including the following: detection strategy and performance, ECCM, and efficient use of radar occupancy to achieve simultaneous mission performance
- Provides a sound facility design and construction solution including obtaining all construction permits, demolition/relocation of existing resources, and construction activities
- Demonstrates that hardware development can be accomplished within schedule and includes sound, justifiable software estimates that account for defect detection and resolution
- Develops, produces, delivers, and integrates an SRP system that interfaces to the Taiwan MICS and C4I Backbone
- Identifies all long-lead material associated with construction and prime mission equipment
- Provides a software development strategy that avoids/eliminates system and software resource contention

Positive consideration may be given to the Offeror whose proposed solution exceeds the stated threshold and USG-restricted growth requirements in a beneficial way without increasing program risk.

2.2.2 Subfactor 2 - Integrated Program Management and System Engineering Processes

The Government will assess the completeness and soundness of the Offeror's approach to design, develop, integrate, manufacture, test, verify/validate, deliver, and support the proposed system. The Government will assess the Offeror's proposed use of Technical Performance Measures (TPMs), leading indicators and metrics that provide the government early insight into product maturity, quality, and performance throughout the program. Measures of process maturity and control will be evaluated to ascertain the soundness, quality, and overall effectiveness of their Program Management as well as Systems Engineering and Integration capabilities. The Offeror's ability to assess the impact of architecture, design, technology, or requirements changes and minimize resulting impacts to existing designs will be evaluated. The Offeror's proposed use of Technology Readiness Level (TRL) will be evaluated to determine that the use of mature technologies will be used to minimize development risk.

The Government will evaluate the completeness, credibility, and realism of the Offeror's Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) to meet or exceed the proposed minimum threshold and objective performance capabilities as well as traceability from the contractor work breakdown structure through the IMP, IMS, and Earned Value Management System (EVMS). Included within this subfactor are:

- Program Management and Systems Engineering processes
- Earned Value Management System and its linkage to the CWBS and TPMs
- Long-lead Procurement and subcontract management
- Technology evaluation and insertion
- Facilities and construction management
- Technical performance management
- Risk assessment and management

The Government will evaluate the effectiveness of the Offeror's engineering processes needed to design capabilities and features in the SRP system that optimizes its performance and takes advantage of the inherent and planned capabilities of the systems (current and future) to which the SRP/MWCs interface. Compliance is required with the process maturity level objectives of SOO paragraph 2.17.

Software development and implementation will be evaluated for thoroughness of software estimating and process(es) that demonstrates a solid procedural control as recognized by independent certification organizations.

Of particular interest will be the degree to which the Offeror's procedures are defined, planned, tracked, and repeatable, and whether or not the processes are also quantitatively managed and/or incorporate a process for continuous improvement. Further, the government will assess the degree to which these processes are clearly used in the day-to-day operations of the business unit measure and track productivity to plan and that the offer demonstrates little impact whether using in-house or outsourced resources.

Construction management expertise and capabilities, including the organizational structure of the Offeror and subcontractors related to construction, will be evaluated. The organizational structure for the design and construction teams shall reflect key personnel and experience. The provisions for project responsibility, problem identification and resolution, quality control, risk mitigation, and proposed integrated planning associated with the design, construction and delivery of the SRP facilities will be evaluated. The Offeror's administrative controls in the areas of scheduling, coordination and reporting will be evaluated. Management plans and procedures will be evaluated to determine the Offeror's capability to perform the required tasks.

2.3 Factor 2 - Past Performance

Under the Past Performance factor, the Performance Confidence Assessment represents the evaluation of an Offeror's the Offeror and all key[[1] <<https://webmail.hanscom.af.mil/exchange/forms/IPM/NOTE/>>] or major[[<<https://webmail.hanscom.af.mil/exchange/forms/IPM/NOTE/>>] subcontractors, teaming partners, and joint venture partners. Offerors are cautioned that the Government will use data provided by each Offeror in this volume and data obtained from other sources in the evaluation of past performance. The Offeror shall submit, along with the information required in this paragraph, a consent letter, executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the Offeror so the Offeror can respond to such information. For each identified effort for a commercial customer, Offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the Offeror's performance. If necessary subcontractors can submit their information directly to the Government.

The Past Performance Evaluation is accomplished by reviewing the aspects of an Offeror's and all key or major subcontractors, teaming partners, and joint venture partners present and recent past performance, focusing on and targeting performance which is relevant to the Mission Capability subfactors and the requirements of the solicitation. The Government may consider as relevant efforts performed for agencies of federal, state, or local Governments and commercial customers. As a result of an analysis of this past/current work history, each Offeror will receive a Performance Confidence Assessment, which is the rating for the Past Performance factor.

Although the past performance evaluation focuses on performance that is relevant to the Mission Capability subfactors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of the likelihood of successful contractor performance. The Government will evaluate current and past (within the last seven (7) years) performance to determine the Government's confidence in each Offeror's ability to successfully perform the SRP effort. The Government will assess the performance and relevancy of each Offeror's work on current and past contracts, both Government and Commercial. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Past performance for other divisions, critical subcontractors, or teaming contractors must be for the same type of effort as is proposed for the SRP. To be considered at least somewhat relevant, the prime's past performance efforts must have been performed by the same division and location within the past seven (7) years. The Performance Risk Assessment Group will then go on to determine relevancy in accordance with the following criteria:

1. Past work demonstrating understanding of SRP or similar requirements to include responsibility of development of prime mission equipment, facility design and construction
2. Overall responsibility for integration of facilities and equipment
3. Experience in fielding early warning radar systems for the long range missile warning mission
4. Demonstrated experience and understanding of design and construction of similar size projects in remote non-US mountainous locations
5. Specific experience with design (including seismic and typhoon) and construction of facilities
6. Past work experience in fielding tactical ballistic missile defense battle management, command and control systems
7. Past work experience in fielding systems that interoperate, interface and communicate with existing external host nation communications systems

8. Management of Taiwan subcontractors
9. Past work experience involved similar hardware/software product complexity
10. Past work involving subcontractor management

In order to be considered Very Relevant, must meet number 1 plus 2, 3, 4, and at least 3 of the remaining 6 criteria listed above. To be considered Relevant, must meet applicable portion of number 1, either 2 or 3, and at least 4 of the 7 remaining criteria listed above. To be considered Somewhat Relevant, must meet the applicable portion of number 1, plus at least 4 of the remaining 9 criteria listed above.

Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised).

More recent and relevant performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance. Past performance information will be obtained through the Contractor Performance Assessment Reporting Systems (CPARS), similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources. Offerors are to note that, in conducting this assessment, the USG reserves the right to use both data provided by the Offeror and data obtained from other sources.

The Offeror shall identify all subcontractors with the potential of receiving 20% or more of the total contract value from the prime contractor. These subcontractors are considered to be major subcontractors. The Offeror shall provide rationale for selection and award of all major subcontracts. The Offeror shall identify the scope of work of all major subcontractors proposed for the SRP Program.

Subcontractors will be assessed as either relevant or not relevant. In order for a subcontractor's effort to be considered relevant, the contract must have been performed at the same division and location, within the past seven years, and must have been the same type effort proposed for the SRP. The Government will then assess only contract efforts considered to be somewhat relevant, relevant, or very relevant for the primes and relevant for subcontractors in the determination of the Confidence rating.

2.4 Factor 3 - Cost/Price

The Government will evaluate each Offeror's Cost/Price Proposal for cost realism and reasonableness using one or more of the techniques defined in FAR 15.404.

2.4.1 Total Evaluated Cost/Price

The total evaluated cost/price for award purposes will be sum of all priced Contract Line Items (CLINS), excluding all priced option CLINs. Rough Order of Magnitude (ROM) estimates provided for the option CLINs will be used for informational purposes only, and will not be included in the total evaluated cost/price for award purposes.

2.4.2 Cost Realism Analysis

The Government will perform a Cost/Price Realism Assessment (CPRA) of each Offeror's proposal to determine the most probable cost to the Government based on the Offeror's proposed approach. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. The CPRA will consider technical/management risks identified during the evaluation of the proposal and associated costs. For cost-type CLINs, cost information supporting a cost judged to be unrealistically low, and technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the CPRA for each Offeror. When the Government evaluates an offer as unrealistically low or high compared to the anticipated costs of performance and the Offeror fails to explain these estimated costs, the Government will consider, under the applicable Proposal Risk subfactor, the Offeror's lack of understanding of the technical requirements of the corresponding Mission Capability subfactor. The Government may perform a price realism evaluation of fixed-price CLINs, however, while the results of this price realism

evaluation may be used in performance risk assessments and responsibility determinations, it will not be used to adjust offered prices.

At a minimum, all TRD threshold and USG-restricted growth requirements currently limited by the USG release policy will be assessed for cost. These growth requirements shall be included in the total system cost submitted by the Offerors, so that their cost impact can be known to the customer should the USG release policy allow their features to be turned on at a later date. Any additional costs to add or turn on these features at a later date must be separately shown.

The proposed estimated costs shall not be the controlling factor for source selection purposes. Proposals will be evaluated at the Government Estimate of Most Probable Cost (GEMPC) as determined by the Cost/Price Realism Assessment (CPRA), which will be calculated as follows:

Cost Plus Award Fee (CPAF) CLIN prices will be evaluated at the Government Estimate of the Most Probable Cost (GEMPC) plus the proposed base fee and proposed maximum award fee amounts.

Firm-Fixed-Price (FFP) CLIN prices will be evaluated at the Offerors proposed prices.

2.4.3 Evaluation of Options

Evaluation of options shall not obligate the Government to exercise such options.

M003 PRE-AWARD SURVEY

The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each Offeror's capability to meet the requirements of the solicitation. The PAS also will be used to evaluate the financial capabilities of a company, in order to make a responsibility determination.

M004 PLANT VISITS

During the source selection the Government may perform an in-plant review in each Offeror's facility(ies) or the their major subcontractor(s) to determine each Offeror's capability to successfully accomplish the program. If conducted, the results will be assessed under the Mission Capability/Proposal Risk factors.