

**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 F19628-03-R-0062	2. (X one) <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10px;"></td><td>a. INVITATION FOR BID (IFB)</td></tr><tr><td align="center">X</td><td>b. REQUEST FOR PROPOSAL (RFP)</td></tr><tr><td style="width:10px;"></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
	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 AIR FORCE MATERIEL COMMAND, USAF 11 EGLIN STREET BLDG 1618 RM 115 HANSCOM AFB, MA 01731-2120	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

8. POINT OF CONTACT FOR INFORMATION	
a. NAME <i>(Last, First, Middle Initial)</i> AMY A. ABRAHAM	b. ADDRESS <i>(Include Zip Code)</i> See Block 4
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 781-377-8981 X	d. E-MAIL ADDRESS amy.abraham@hanscom.af.mil

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

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 F19628-03-R-0062	
DATE (YYYYMMDD)	LOCAL TIME

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➔		RATING DO-A7	PAGE OF PAGES 1 17	
2. CONTRACT NO.		3. SOLICITATION NO. F19628-03-R-0062		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY ESC/NDK ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 11 EGLIN STREET BLDG 1618 RM 115 HANSCOM AFB, MA 01731-2120 AMY A. ABRAHAM 781-377-8981 AMY.ABRAHAM@HANSCOM.AF.MIL		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. GEMS RISK REDUCTION EFFORT							
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)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
√	A	SOLICITATION/CONTRACT FORM	1	√	I	CONTRACT CLAUSES	12
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
√	C	DESCRIPTION/SPECS./WORK STATEMENT	4	√	J	LIST OF ATTACHMENTS	17
√	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
√	E	INSPECTION AND ACCEPTANCE	6	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	K - 1
√	F	DELIVERIES OR PERFORMANCE	7				
√	G	CONTRACT ADMINISTRATION DATA	9	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	L - 1
√	H	SPECIAL CONTRACT REQUIREMENTS	11	√	M	EVALUATION FACTORS FOR AWARD	M - 1
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
0001		1	_____
		Lot	_____
	<i>Noun:</i>	GEMS CONCEPT AND TECHNOLOGY DEMONSTRATION EFFORT	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
		1. The contractor shall perform the GEMS CONCEPT AND TECHNOLOGY DEMONSTRATION EFFORT in accordance with Section C, Other Clauses in full Text, C001 Work Description/Specification (MAY 1997) (Tailored).	
		2. The sum of CLINs 0001 and 0002 shall equal \$1,971,333. Offerors are required to complete Section B, Total Item Amount of the CLIN by inserting the Firm Fixed Price of \$1,971,333 on the request of the Contracting Officer.	
0002		1	_____
		Lot	_____
	<i>Noun:</i>	DATA IN SUPPORT OF CLIN 0001	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
		1. The contractor shall furnish data in support of CLIN 0001 in accordance with Section C, Other Clauses in Full Text, C001 Work Description/Specification (MAY 1997) (Tailored).	
		2. Data in support of CLIN 0001 is Not Separately Priced (NSP). Offerors are not to fill in an amount for CLIN 0002.	

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) (TAILORED)

Total Price: \$1,971,333

Applicable to following Line Items: CLIN 0001 GEMS Concept and Technology Demonstration Effort
CLIN 0002 Data in Support of CLIN 0001

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

OTHER CONTRACT CLAUSES IN FULL TEXT

C001 WORK DESCRIPTION/SPECIFICATION (MAY 1997) (TAILORED)

Work called for by the contract line items 0001 & 0002 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 GEMS Concept and Technology Demonstration Effort, Section J, Attachment 1
3. DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS, Section J, Attachment 2
4. Air Force Support of Global Grid Minimum Essential Emergency Communications Network (MEECN) Program Security Classification Guide (FOUO), Section J, Attachment 3
5. Technical Requirements Document (TRD) (FOUO), Section J, Attachment 4
6. Subcontractor Plan (To be incorporated at contract award), Section J, Attachment 5
7. Reserved, Section J, Attachment 6
8. Limitations/Restrictions in Data/Software (To be incorporated at contract award, if proposed by offeror-see section I, DFARS Clause 252.227-7013), Section J, Attachment 7

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.

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-D1 CONTRACTOR COMMERCIAL PACKAGING AND MARKING (JUN 2000)

Items shall be packaged and marked in accordance with the contractor's best commercial practice to ensure undamaged arrival at destination. Individual shipments exceeding 150 lbs or 108 inches in length or 130 inches in girth plus length shall be packaged on skidded crates or palletized to allow handling by forklift.

The exterior container shall be marked (readable from 24 inches): "NOT FOR OUTSIDE STORAGE."

Classified documents or information shall be handled in accordance with DD Form 254, Contract Security Classification Specification.

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

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

E005 INSPECTION AND ACCEPTANCE (MAR 1998) (TAILORED)

a. Line Item 0001 - Concept and Technology Demonstration Effort shall be delivered F.O.B. Destination to the address specified on the DD Form 250, Material Inspection and Receiving Report (See Clause E006 below).

b. Line Item 0002 - The data shall be delivered F.O.B. Destination and inspected and accepted IAW Section J, CDRL Exhibit A.

c. The Contractor shall prepare and submit a final DD Form 250, Material Inspection and Receiving Report, on a one-time basis, collectively accounting for all completed items called for under Exhibits A and B, which called for submission of data or software with a letter of transmittal. The DD Form 250 shall be submitted with the last item required to be delivered to the address specified in E006 below.

d. CLINs 0001 and 0002 will be accepted concurrently.

E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998) (TAILORED)

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g., hardware, software, exhibit line items, status reports, services) to the following address:

ESC/NDK
c/o Katherine S. Viano
11 Eglin Street, Bldg 1618
Hanscom AFB MA 01731

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

ESC/NDK
c/o Katherine S. Viano
11 Eglin Street, Bldg 1618
Hanscom AFB MA 01731

<u>ITEM</u>	<u>SUPPLIES SCHEDULE DATA</u>	<u>QTY</u>	<u>SHIP TO</u>	<u>MARK FOR</u>	<u>TRANS PRI</u>	<u>DATE</u>
0001		1	U			ASREQ
	<i>Noun:</i>					GEMS CONCEPT AND TECHNOLOGY DEMONSTRATION EFFORT
	<i>Descriptive Data:</i>					Period of performance is 5 months from the date of award.
0002		1	U			ASREQ
	<i>Noun:</i>					DATA IN SUPPORT OF CLIN 0001
	<i>Descriptive Data:</i>					Period of performance is concurrent with CLIN 0001

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)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)
52.247-48 F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION) (FEB 1999)

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

OTHER CONTRACT CLAUSES IN FULL TEXT

F003 CONTRACT DELIVERIES (FEB 1997) (TAILORED)

"ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

I. Administrative Information:

1.
 - a. Contracting Officer: Ms. Katherine S. Viano
 - b. Program Manager: Capt David C. Walker
 - c. Symbol of Purchasing Office: ESC/NDK
 - d. Telephone number and extension: (781) 377-7746 or (781) 377-8981
 - e. Fax Number: (781) 377-2444
 - f. Internet Address: kathy.viano@hanscom.af.mil or amy.abraham@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) (TAILORED)

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/JAZ
BLDG 1120
40 WRIGHT STREET
HANSCOM AFB MA 01731-2903
(781)377-4074

The Electronic Systems Center patent administrator can be reached at:

ESC/JAZ
BLDG 1120
40 WRIGHT STREET
HANSCOM AFB MA 01731-2903
(781)377-4074

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.

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is _____ .

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

OTHER CONTRACT CLAUSES IN FULL TEXT

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)

029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)

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 copy to: Office of Public Affairs, ESC/PAM, 9 Eglin Street, Hanscom AFB, MA 01731-2118
- (b) one copy to: Contracting Officer, Ms. Katherine S. Viano, ESC/NDK, 11 Eglin Street Building 1618, Hanscom AFB, MA 01731-2120
- (c) one copy to: Program Manager, Capt David C. Walker, ESC/NDM, 11 Eglin Street Building 1618, Hanscom AFB, MA 01731-2120

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: F19628-03-R0062

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: 6.0.X.300; Issued: 2/2/2004; Clauses: ; FAR: FAC 2001-19; DFAR: DCN20040113; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2003-1105; 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 (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
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)
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)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-09	REFUND OF ROYALTIES (APR 1984)

52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11 EXTRAS (APR 1984)
52.232-16 PROGRESS PAYMENTS (APR 2003)
52.232-17 INTEREST (JUN 1996)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (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)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE V (APR 1984)
52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (JUN 2003) -
ALTERNATE II (JUN 2003)
52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-23 LIMITATION OF LIABILITY (FEB 1997)
52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP
1996)
52.249-09 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (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)
252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
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)
252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR
2003)
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
252.225-7021 TRADE AGREEMENTS (AUG 2003)
252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
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)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DEC 2003)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (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)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003) Para (c), List of Class I ODSs. 'NONE'
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D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.215-9008	ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) Para (a), Manpower Support Services Contractor's Name 'Abacus Technology Corp, ACS Defense, Aero Thermo Technology, ARINC, BTAS, Dynamics Research Corp, MITRE Corp, Mosaic Data Systems, Titan Corp' Para (a), Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) 'manpower support services.' Para (b), Applicable Task Detail 'technical evaluation and engineering advice.' Para (c), Manpower Support Services Contractor's Name 'Abacus Technology Corp, ACS Defense, Aero Thermo Technology, ARINC, BTAS, Dynamics Research Corp, MITRE Corp, Mosaic Data Systems, Titan Corp' Para (c), Areas for Cooperation: 'responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, schedule and milestone data; discussing technical matters related to the program; providing access to contractor facilities utilized in the performance of this contract and allowing observation of technical activities by appropriate support contractor technical personnel.'
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II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.243-07 NOTIFICATION OF CHANGES (APR 1984) (TAILORED)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 days calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

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

copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 days calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

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.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	8	12 FEB 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423
ATTACHMENT 1	3	17 FEB 2004	STATEMENT OF OBJECTIVES, GEMS CONCEPT AND TECHNOLOGY DEMONSTRATION PHASE
ATTACHMENT 2	7	12 FEB 2004	DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS
ATTACHMENT 3	59	01 OCT 2002	AIR FORCE SUPPORT OF GLOBAL GRID MINIMUM ESSENTIAL EMERGENCY COMMUNICATIONS NETWORK (MEECN) PROGRAM SECURITY CLASSIFICATION GUIDE. (FOUO)
ATTACHMENT 4	128	15 DEC 2003	TECHNICAL REQUIREMENTS DOCUMENT (TRD) (FOUO)
ATTACHMENT 5	TBD		SUBCONTRACTOR PLAN (TO BE INCORPORATED AT CONTRACT AWARD)
ATTACHMENT 6	0		RESERVED
ATTACHMENT 7	TBD		LIMITATIONS/RESTRICTIONS IN DATA/SOFTWARE (TO BE INCORPORATED AT CONTRACT AWARD, IF PROPOSED BY OFFEROR - SEE SECTION I, DFARS CLAUSE 252.227-7013)

F19628-03-R-0062

Ground Element MEECN System (GEMS)

Request For Proposal

Exhibit A

CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423

Dated: 12 Feb 04

**F19628-03-R-0062
Exhibit A
Page 1 of 8**

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. CLIN0002	B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X		
--	------------------------	--	--	--

D. SYSTEM/ITEM GEMS	E. CONTRACT/PR NO. F19628-03-R-0062	F. CONTRACTOR TBD
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Report – Study/Services	3. SUBTITLE See Block 16
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A	5. CONTRACT REFERENCE SOO Para 1.iv; 3.i; 3.iii	6. REQUIRING OFFICE ESC/NDM
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY See Block 16	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION			
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE		b. COPIES		
					DRAFT	FINAL	
						Reg	Repr o

16. REMARKS					
<p>Blocks 2 & 4: The following reports will be submitted:</p> <p>A. System Trade-Off Study</p> <p>B. Government Furnished Property/Equipment/Information/Facilities</p> <p>C. Security Certification Approach</p> <p>D. Personnel Plan</p> <p>Block 9: Distribution authorized to the Department of Defense and U.S. contractors only (Critical Technology) (Apr 2003). Other requests shall be referred to ESC/NDM.</p> <p>Blocks: 10,12 & 13: Drafts 1 week prior to 6 & 12 week TIM's. Final at EOC</p> <p>Block 14: All text data being provided by the contractor shall be delivered in Microsoft Word 2000, and the standard format for schedules shall be Microsoft Project. Unclassified delivery of reproducible copy will be via electronic format (Email).</p>	ESC/NDM	5	5	1	
	ACC/SCCO	5	5		
	15. Total	10	10	1	

G. PREPARED BY Dalia Zikas Data Manager	H. DATE 12 Feb 04	I. APPROVED BY Captain David Walker GEMS Program Manager	J. DATE 12 Feb 04
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response including the time for reviewing instructions, searching existing Data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall 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. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. **CLIN 0002** B. EXHIBIT **A** C. CATEGORY: TDP _____ TM _____ OTHER

D. SYSTEM/ITEM **GEMS** E. CONTRACT/PR NO. **F19628-03-R-0062** F. CONTRACTOR

1. DATA ITEM NO. **A003** 2. TITLE OF DATA ITEM **Integrated Master Plan (IMP)** 3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) **See Block 16** 5. CONTRACT REFERENCE **SOO Para 1.vi** 6. REQUIREING OFFICE **ESC/NDM**

7. DD 250 REQ **LT** 9. DIST STATEMENT REQUIRED **D** 10. FREQUENCY **See Block 16** 12. DATE OF FIRST SUBMISSION **See Block 16** 14. DISTRIBUTION

8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION **See Block 16** A. ADDRESSEE b. COPIES

16. REMARKS	14. DISTRIBUTION				
	A. ADDRESSEE	b. COPIES			
		Draft	Reg	Final	
				Repro	
<p>Block 4: The IMP shall be prepared in accordance with "Air Force Materiel Command's Integrated Master Plan/Integrated Master Schedule (IMP/IMS) Guide, version 1.1, dated 28 May 03". The following clarification statements relating to the IMP Guide apply;</p> <p>a. Para 3.1.2, 4.1.4.1, and 4.1.4.5; The contractor shall include task narratives as part of the IMP. Rationale: It is the Governments intent to use the resultant IMP, with task narratives, in lieu of developing a separate Statement of Work for any subsequent development efforts</p> <p>b. Para 4.1.4 and 4.1.4.2, since this is a competitive procurement, the Government is not providing a Government Roadmap IMP/IMS. However, the following minimum events shall be included; Functional/Physical configuration audits, test readiness reviews for major events stipulated in the Government Interim Required Capabilities Document (e.g., Flight test, radiation hardness, NSA certification), Integrated Baseline Review, Preliminary Design Review and Critical Design Review.</p> <p>c. Para 4.1.4.1, IMP dictionary; is the contractors option to include expected completion dates in the IMP event table. However, if the contractor selects this approach, it should be clearly marked that the dates are provided for information only and that the IMS should be referenced for the latest schedule dates. Rationale: It is the Governments intent to place the resultant IMP on contract for any future development efforts. As such, the Government does not to be burdened, or burden the contractor, with contract changes from schedule changes at the work package level.</p> <p>Block 9: Distribution authorized to the Department of Defense and U.S. contractors only (critical technology)(Apr 2003). Other requests shall be referred to ESC/NDM.</p> <p>Block 10, 12 & 13: Drafts1 week prior to 6 & 12 week TIM's. Final at EOC</p> <p>Block 14: All text data being provided by the contractor shall be delivered in Microsoft Word 2000, and the standard format for schedules shall be Microsoft Project. Unclassified delivery of reproducible copy will be via electronic format (Email).</p>	ESC/NDM	5	5	1	
	ACC/SCCC	5	5		
	15. Total		5	5	1

G. PREPARED BY **Dalia Zikas** H. DATE **12 Feb 04** I. APPROVED BY **Captain David Walker** J. DATE **12 Feb 04**
Data Manager GEMS Program Manager

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. CLIN 0002		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X					
D. SYSTEM ITEM GEMS			E. CONTRACT PR NO. F19628-03-R-0062		F. CONTRACTOR TBD			
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM System/Subsystem Design Description (SSDD)				3. SUBTITLE Replacement Architecture and Legacy Communication Interfaces			
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432A/T			5. CONTRACT REFERENCE SOO Para 1		6. REQUIRING OFFICE ESC/NDM			
7. DD 250 REQ LT	9. DIST STATEMENT D	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE	b. COPIES		
						DRAFT	FINAL	
						Reg	Repro	
16. REMARKS Block 4: Add to Para 4.3 – Provide a paragraph 4.3X for each interface envisioned in the design. Supply detailed information on these interfaces to the limit of cost and schedule. Replace Para's 5.a & 5.b with the following – Trace ability from each interface Identified in this SSDD to your source of interface information. Block 12: One week prior to first Government and Industry Technical Interchange Meeting (TIM) Block 13: One week prior to second Government and Industry TIM. Final delivery at end of contract. Block 9: Distribution authorized to the Department of Defense and U.S. contractors only (Critical Technology) (Apr 2003). Other requests shall be referred to ESC/NDM. Block 14: All text data being provided by the contractor shall be delivered in Microsoft Word 2000. Unclassified delivery will be via electronic format (Email).					ESC/NDM	5	5	1
					ACC/SCCO	5	5	
G. PREPARED BY Dalia Zikas Data Manager			H. DATE 12 Feb 04	I. APPROVED BY Captain David Walker GEMS Program Manager		J. DATE 12 Feb 04		

17. PRICE GROUP
18. ESTIMATED TOTAL

F19628-03-R-0062

Ground Element MEECN System (GEMS)

Request For Proposal

Attachment 1

**STATEMENT OF OBJECTIVES, GEMS CONCEPT AND TECHNOLOGY
DEMONSTRATION PHASE**

Dated: 17 Feb 04

**F19628-03-R-0062
Attachment 1
Page 1 of 3**

**STATEMENT OF OBJECTIVES (SOO)
FOR THE GROUND ELEMENT MEECN SYSTEMS (GEMS)
CONCEPT AND TECHNOLOGY DEMONSTRATION PHASE (C &TD)**

Program Overview and Scope: GEMS provides the ground element of the MEECN system that will receive, validate, and disseminate EAMs and perform alerting functions to initiate aircrew action. It will integrate EHF, VLF/LF, Ultra High Frequency (UHF) Line-of-Sight (LOS) and objective High Frequency (HF) LOS and Beyond LOS (BLOS) communications waveforms and communications systems into one operational system that can perform both fixed and deployed strategic and non-strategic nuclear execution forces' missions.

Concept and Technology Demonstration (C&TD) Program Objectives: Provide initial concept of system development and reduce technical risk leading to System Development and Demonstration.

1. The Contractor shall perform a System Design Description that will include, but be not limited to, the following:
 - i. An initial systems design that meets requirements (threshold) captured in the draft GEMS Operational Requirements Document (ORD) and the draft Technical Requirements Document (TRD).
 - ii. Risk Mitigation Plan
 - iii. Site Survey Results. Base location for the survey will be determined prior to the Phase I kickoff meeting.
 - iv. Special interest items including nuclear hardening statement and security (GEMS will handle TS/SIOP), environmental impacts, safety procedures, and a key management architecture that will support GEMS.
 - v. Logistics considerations that directly support system performance criteria and minimize life cycle costs.
 - vi. An Integrated Master Plan and associated Integrated Master Schedule for the design, development, documentation, test, certification, fielding, and logistics of GEMS.
2. The Contractor shall include a JTRS/SCA compliance feasibility study.
3. The Contractor shall analyze and define the following key system engineering parameters necessary for system development.
 - i. Perform a life cycle cost (life cycle cost shall include RD&T, Production, and 15 year sustainment costs), Schedule, Risk, and technical analysis trade-off study.

- ii. The Contractor shall address and document for phase II: a) Government goals (earliest delivery schedule to the end user, lowest risk, and lowest life cycle cost as defined above in 2.i); b) Cost, Schedule, Risk, and Technical drivers; c) Basis of Estimates; d) The assumptions used in the study; and e) The Contractor's recommendations to provide the Government the best overall value for the GEMS program.
 - iii. The Contractor shall provide the Government with their recommended GFI, GFE, GFP, and GFF list, description, quantity, and schedule for GEMS. The Contractor shall provide their rationale for needing each item of GFI, GFE, GFP, and GFF. This recommendation shall include work around plans, cost and schedule impact for each item since some items may not be available.
 - iv. Each proprietary product necessary for the Contractor's solution for meeting the requirements captured in the GEMS ORD and TRD shall be identified. Contractors should identify (a) the rights that would be granted to the Government for each proprietary data and software product necessary for product development; (b) the rights that would be granted to the Government for each proprietary data and software product to be incorporated in the end item(s) that would be delivered; (c) estimated costs to the Government for (a) and (b) above. If rights more restrictive than Government Purpose Rights are contemplated by the Contractor, the Contractor is asked to also propose Government Purpose Rights and their associated estimated costs that could be included in an option CLIN. If the Contractor would not wish to propose Government Purpose Rights for Phase II, it should so state and provide the reason for this position.
4. The Government will evaluate the offeror's integrated processes to include Program Management (IMP/IMS), Systems Engineering processes, to include software engineering, hardware engineering, configuration management, integration, test, producibility engineering, installation planning and support, and logistics engineering, support, and training.
5. The Contractor shall submit a contract work breakdown structure for the design, development, documentation, test, certification, fielding, and logistics of GEMS.
6. The Contractor shall support government reviews and conferences over the period to include, but not limited to, kick-off meetings, technical interchange meetings at the Contractors' facility at approximately the nine and fifteen week period of the study, and status telecons. Frequency of the telecons will be determined during the Phase I kickoff meeting. In addition to reviews and conferences, the contractor shall fully support an integrated product team (IPT), which will be formed by the government.
7. All contact with the User or Program Office must be routed through the Program Manager, Capt David Walker, or the PCO, Ms. Katherine Viano.

F19628-03-R-0062

Ground Element MEECN System (GEMS)

Request For Proposal

Attachment 2

DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS

Dated: 12 Feb 04

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

Top Secret

b. LEVEL OF SAFEGUARDING REQUIRED

Top Secret

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

<input type="checkbox"/>	a. PRIME CONTRACT NUMBER
<input type="checkbox"/>	b. SUBCONTRACT NUMBER
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER F19628-03-R-0062
	Due Date (YYMMDD) TBD

3. THIS SPECIFICATION IS: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 031216
<input type="checkbox"/>	b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
<input type="checkbox"/>	c. FINAL (Complete Item 5 in all cases)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES NO. If Yes complete the following

Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes complete the following

In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE TBD	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE TBD	b. CAGE CODE	c. COGNIZANT SECURITY OFFICES (Name, Address, and Zip Code)
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8. ACTUAL PERFORMANCE

a. LOCATION TBD	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---------------------------	--------------	--

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

GROUND ELEMENT MEECN SYSTEM (GEMS), Software and Hardware development, production, and test.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE A TEMPEST REQUIREMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER Specify) Access to SIOP and NOFORN information will be required.	<input type="checkbox"/>	<input type="checkbox"/>	Notification of Government Security activity applies. AF FAR52.204-9000		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release

Direct

Through (Specify):

ESC/PA. Hanscom AFB, MA. No public release of SCI is authorized. (SCI addendum attached)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

8. Actual performance: Some work will take place at Hanscom AFB MA and the GEMS site locations mentioned in the program documentation. Personnel performing under this contract will not have accountability for classified information or material at these locations.

10.a. The contractor is governed by DoD 5220.022-S-1, COMSEC Supplement to the National Industrial Security Program Operating Manual, (NISPOM). Access to COMSEC material/information is restricted to US citizens holding final US Government clearances and is not releasable to personnel holding only a reciprocal clearance. Personnel requiring COMSEC access shall be briefed in accordance with DoD 5220.022-S-1. NOTE: The COMSEC/crypto briefing applies to the use and control of crypto equipment and specialized COMSEC publications. NACSIM/NACSEM documents are not considered COMSEC controlled material. Additionally, cryptographic information/equipment shall be retained in a contractor facility COMSEC account in accordance with DoD 5220.022-S-1. The Air Force program/project manager shall designate the number of personnel requiring cryptographic access. The number will be limited to the minimum necessary and will be on a strict "need-to-know" basis.

10.c. Contractor personnel with a final US Government clearance must be CNWDI briefed prior to access. CNWDI is not releasable to contractor employees who have been granted a reciprocal clearance.

10.e.(1) Access to SCI materials will be required to permit access to Command Centers and Command Center (see continuation sheet)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes

No

Special EMSEC (TEMPEST) requirements apply. See attached.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes

No

See attached.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Capt. David C. Walker

b. TITLE

GEMS Program Manager
Strategic Command & Control SPO

c. TELEPHONE (Include Area Code)

(781) 377-8903

d. ADDRESS (Include ZIP Code)

ESC/NDMD
11 Eglin Street
Hanscom AFB, MA 01731-2120

e. SIGNATURE

17. REQUIRED DISTRIBUTION

a. CONTRACTOR

b. SUBCONTRACTOR

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY

DD Form 254, Continuation Sheet

10.k. Other - Access to SIOP information will be required.

11.i.

1. The contractor shall ensure that compromising emanations (EMSEC) conditions related to this contract are minimized.

2. The contractor shall provide countermeasures assessment data to the Contracting Officer (CO) in the form of an EMSEC Countermeasures Assessment Request (ESAR). The ESAR shall provide only specific responses to the data required in paragraphs A. through D. below. The contractor's standard security plan is unacceptable as a "stand alone" ESAR response. The contractor shall not submit a detailed facility analysis/assessment. The ESAR information will be used to complete an EMSEC Countermeasures Assessment Review of the contractor's facility to be performed by the Government EMSEC authority using current EMSEC directives.

3. When any of the information required in paragraphs A. through D. below changes (such as location or classification level), the contractor shall notify the contracting officer of the changes so a new EMSEC Countermeasures Assessment Review may be accomplished. The contractor shall submit to the System Program Office (SPO) a new ESAR identifying the new configuration at least thirty (30) days before the changes occur. The contractor shall not commence classified processing in the new configuration until receiving approval to do so from the CO.

A. System Description

- (1) System/Facility: Full name and address of company submitting request and RFP/contract number and duration. Also provide a brief title identifying the overall system or facility (e.g., XYZ Missile word processing system, ABC aircraft interactive graphics system, etc.)
- (2) Location: Identify the address (including city, state, zip code, facility, building, and room number) where the system or facility is located. Further identify any other contractor/company/agency located within 100 and 200 meters of the facility. Provide an area map of the location. Also identify the inspectable space (IS)(see below). Provide a layout of the room and equipment.
- (3) For Top Secret level or Secret level with Special Access Required (SAR), Special Category (SPECAT) information or other non-collateral caveats; and also for classified processing and access to classified information outside of the continental United States (CONUS), identify the Controlled Access Area (CAA)(see below).

Inspectable Space (IS): The three-dimensional space surrounding equipment that processes classified or sensitive information within which TEMPEST exploitation is not considered practical or where legal authority to identify or remove a potential TEMPEST exploitation exists.

Controlled Access Area (CAA): The complete building or facility area under direct physical control that can include one or more limited exclusion areas, controlled BLACK equipment areas, or in any combination.

B. Responsible Personnel

- (1) Security Officer/Manager: Provide name, title, office symbol, and telephone number. Include the same for the company appointed EMSEC (TEMPEST) authority, if applicable.
- (2) System Custodian: If different from above, provide name, title, office symbol, and telephone number.

C. Operational Risk

- (1) Identify the highest level of classified processing.
- (2) For Top Secret level or Secret level with Special Access Required (SAR), Special Category (SPECAT) information or other non-collateral caveats; and also for classified processing and access to classified information outside of the continental United States (CONUS), identify classified processing levels by estimated hours per day/month for each level, and a percentage of total material processed (e.g., 10% Top Secret, 55% Secret, 20% Confidential, 15% Unclassified) for each level.

D. Equipment

- (1) List the manufacturer and exact model number, nomenclature (terminal, disk drive, video system, etc.) and quantity of each equipment involved in classified processing. Do not provide a complete inventory of all the company's processing equipment.
 - (2) List any encryption equipment (e.g., STU-III, KG-84, KG-194, etc.) that might be used for processing and transmission of classified information.
4. Use of UHF/HF radios, cellular phones, pagers, or other types of RF transmitters should not be allowed in classified processing facilities/areas unless approved by the EMSEC manager.
 5. EMSEC is applied on a case-by-case basis and further information may be required to complete the ESAR. Should this be the case, the contractor shall provide this information to the CO when requested.
 6. The prime contractor shall ensure that all subcontractors and/or vendors comply with EMSEC requirements when performing classified processing related to this contract. They will provide the above documentation through their prime to the CO to complete the ESAR.
 7. Classified processing will not be done until the EMSEC approval is provided by the Contracting Officer and the ADP procedures have been approved by the Defense Security Service (DSS).
 8. The Hanscom AFB EMSEC manager is

Mr. Al Knoll
66 ABW/SCB
30 Hamilton St.
Hanscom AFB, MA 01731
DSN 478-4716 Commercial (781) 377-4716
alfred.knoll@hanscom.af.mil

Security Classification Guidance (provided separately):

1. Chairman of the Joint Chiefs of Staff Emergency Action Procedures, Volume I, Security Classification
2. National Military Command System (NMCS) Security Classification Guide

SCI ADDENDUM

Item 13A. This contract requires additional security requirements established for Sensitive Compartmented Information (SCI) in accordance with (IAW) DoD Directive TS-5105.21 (M-3)/USAFINTEL 201-1. DCID 1/21 provides the necessary guidance for physical personnel and information security measures and is part of the security specifications for this contract.

Item 13B. This contract will be administered under the following documents, with subsequent versions or changes:

- (1) USAFINTEL 201-1
- (2) DoD Directive TS-5105.21 (M3)
- (3) MEECN Program Security Classification Guidance (listed in Item 13)

Item 13C. Inquiries pertaining to classification guidance on Sensitive Compartmented Information will be directed to the responsible ESC contract monitor, indicated in Item 14O. Any SCI or SCI-derived material generated under this contract will be reviewed by the contract monitor for proper classification prior to final publication and distribution. The responsible Special Security Office (SSO) will provide assistance as required.

Item 14A. SCI data furnished or generated by the contractor will require special security handling and controls beyond those in the National Industrial Security Program Operating Manual (NISPOM). These supplemental instructions will be furnished and/or made available to the contractor through the contract monitor by the User Special Agency Security Office (SSO ESC). Contract monitors and Contractor Special Security Officers (CSSOs) will comply with all requirements outlined in the contract monitor's handbook. The CSSO will complete an annual self-inspection of all SCI-related contract activity using the self-inspection checklist located in USAFINTEL 201-1. The self-inspection should take

place in January of each year and a report of the self-inspection and all discrepancies will be forwarded to the SSO ESC before the end of that month.

Item 14B. Approximately fifty (50) contractor billets are required to perform on this contract. The contract expiration date is TBD.

Item 14C. Names of contractor personnel requiring access to SCI will be submitted to the contract monitor for approval. Upon written approval by the contract monitor, forms requesting Single Scope Background Investigation (SSBI) will be prepared IAW the NISPOM and submitted to DIS.

Item 14D. The contractor will establish and maintain an access list of those employees working on this contract. A copy of this list will be furnished to the contract monitor.

Item 14E. The contractor will advise the SSO, through the contract monitor, immediately upon reassignment of personnel to other duties not associated with this contract.

Item 14F. Release of information: SCI shall not be released to contractor employees without specific release approval of the ESC Senior Intelligence Officer (SIO) or the originator of the material when applicable. SCI with restrictive caveats (ORCON, PROPIN, etc.) will be released to contractors only when originator approval has been obtained. This approval shall be obtained through SSO ESC based on approval and certification of "need-to-know" by the contract monitor. SCI documentation, or other material, concerning this contract will not be discussed with or released to any individual, subcontractor, agency (including Federal Government agencies and employees), or contractor employees not working on the contract without written approval of the contract monitor.

Item 14G. Any SCI data released to or generated by the contractor in support of this contract remains the property of the DoD department, command, or agency that released it. The contractor will maintain a record of all SCI released to his custody under this contract and upon completion/cancellation of the contract, must return all such materials to SSO ESC. A copy of this record will be sent to the SCI contract monitor quarterly and to the SSO ESC annually for their review. This applies to all data and materials, including working papers and notes. SCI inventories will be conducted IAW DCID 1/21 and USAFINTEL 201-1.

Item 14H. The contractor will not reproduce any SCI related to this contract without written permission from the contract monitor. When such permission has been granted, the contractor will control and account for such reproductions in the same manner as pertains to originals. Reproduction of hard copy SCI documents in their entirety is not permitted.

Item 14I. If an SCI Facility (SCIF) is utilized by the contractor, the SCIF must be built IAW Director of Central Intelligence

Directive (DCID) 1-21 standards and an SCI accreditation message must be on file within the SCIF. If the SCIF is accredited through other than HQ AFMC, a Co-Utilization Agreement (CUA) will be generated by the contract monitor. SCI material associated with this contract shall be separately stored and maintained only in such properly accredited facilities and approved safes at the contractor location. The supporting Special Security Office is US Army Contractor Support Detachment, East. POC is Mr. Henry Wallen, (703) 617-7323/7324.

Item 14J. This contract does require the use of the Defense Courier Service (DCS). SSO ESC will coordinate all DCS Form 10s.

Item 14L. This account does not require electronic processing of SCI.

Item 14M. The Contractor Special Security Officer (CSSO) must coordinate with the contract monitor prior to subcontracting any portion of the SCI efforts involved in this contract. A separate DD Form 254 for the subcontractor shall be processed and approved, and separate subcontractor billets shall be obtained before any work can be performed. Subcontractors cannot use the prime contractor's billets.

Item 14N. The contractor will not use references to SCI accesses, even by unclassified acronyms, in advertising, promotional efforts, or recruitment of employees.

Item 14O. The following activity (SSO ESC) is designated as the User Special Security office for SCI requirements for this contract IAW USAFINTEL 201-1 and DCID 1/21:

ESC/INS
Special Security Office
102 Barksdale Street
Hanscom AFB, MA 01731-1805
Phone: DSN 478-2187/2188 Commercial (781) 377-2187/2188

Item 14P. The User Agency Special Security Officer is:

Darlene A. Cerovac
Special Security Office
Directorate of Intelligence, Electronic Systems Center

Item 14P. The contract monitor for SCI/SAR is:

Mr. Mark D. Hutton
ESC/NDAS
11 Eglin Street
Hanscom AFB, MA 01731-2120
Phone: DSN 478-2683 Commercial (781) 377-2683

Item 15A. The Assistant Chief of Staff for Intelligence, Headquarters United States Air Force (HQ USAF/IN) has exclusive responsibility for all SCI classified material released or developed under this contract and held within the contractor's SCIF. DIA is responsible for security inspection of all SCI and non-SCI classified material released or developed under this contract and held within the contractor's SCIF.

Item 15B. Although DIA is primarily responsible for inspection of all classified material associated within a contractor's SCIF, the SAO will also inspect such material. The only material that the SSO will not inspect is SAR material the SSO USAF/INSC has approved for storage within the contractor's SCIF.

1. FOR OFFICIAL USE ONLY INFORMATION:

- a. The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation by a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).
- b. Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate Government purpose is served by withholding the information or portions of it.

2. IDENTIFICATION MARKINGS:

- a. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.
- b. Within a classified document, an individual page that contains FOUO and classified information will be marked at the top and bottom with the highest security classification appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked "FOUO".
- c. Any FOUO information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer:

**This document contains information EXEMPT FROM MANDATORY DISCLOSURE under the FOIA.
Exemptions _____ apply.**

Removal of the FOUO marking can only be accomplished by the originator or other competent authority. When the FOUO status is terminated, all known holders will be notified to the extent practical.

3. **DISSEMINATION:** Contractors may disseminate FOUO information to their employees and subcontractors who have a need for the information in connection with a classified contract.

4. **STORAGE:** During working hours, FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files and desks is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

5. **TRANSMISSION:** FOUO information may be sent by First-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

6. **DISPOSITION AND DISCLOSURE:** When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container. Unauthorized disclosure of FOUO information does not constitute a security violation, but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Attachment 3

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Attachment 4

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Attachment 5

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Attachment 6

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Attachment 7

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.

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-----

52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

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 officer, 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
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52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - 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.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

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.

52.225-01 BUY AMERICAN ACT--SUPPLIES (MAY 2002)

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

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leases bases.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

52.227-06 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

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
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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)
_____	_____

252.225-7020 TRADE AGREEMENTS CERTIFICATE (APR 2003)

(a) Definitions. "Caribbean Basin country end product," "designated country end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements 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 consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products, unless the Government determines that-

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
- (iii) A national interest exception to the Trade Agreements Act applies.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
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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****
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*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.

252.247-7022 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)

Abacus Technology Corp, ACS Defense, Aero Thermo Technology, ARINC, BTAS, Dynamics Research Corp, MITRE Corp., Mosaic Data Systems, and Titan Corp

(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:

D. OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 JOINT VENTURE (MAY 1997) (TAILORED)

In addition to the requirements of FAR 4.102, and to assure a single point of contact for resolution of contractual matters and payments under any resultant contract, each participant in a joint venture must complete and sign the certification hereunder. The completed certifications are to be provided with the offerors'/bidders' response to this solicitation.

The parties hereto expressly understand and agree as follows:

(a) ___ (name, title, company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be

directed to him or her. In the absence of ____ (same name, title, and company as above), ____ (name, title, and company of alternate) is the alternate principal representative of the joint venture.

(b) Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, must be directed to ____ (name, title and company of principal), principal representative of the joint venture.
(AF FAR Sup 5304.102(d))

FIRM ____ FIRM ____

NAME ____ NAME ____

TITLE ____ TITLE ____

DATE OF EXECUTION ____

NOTE: If additional signatures are required, submit the above certification, in the identical format, as an attachment to your response to this solicitation and complete this block indicating the same [].

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm Fixed Price'
52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)
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)'

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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 (DEC 2003) (TAILORED)

SC-L001 INFORMATION TO OFFERORS AND INSTRUCTIONS FOR PROPOSAL PREPARATION (DEC 2003)

1.0 Program Structure and Objectives

The GEMS program consists of two phases. For this solicitation, the Concept and Technology Demonstration (C&TD), Phase I, the government plans to award up to three (3) Firm Fixed Price contracts, each running in parallel for a five (5) month period of performance. A separate Request for Proposal will be issued at the end of the C&TD phase to solicit offers for the second phase, System Development and Demonstration (SDD), Production and Fielding, Phase II. The government plans to competitively (full and open) award one (1) contract for Phase II. The evaluation criteria (Section M) of the SDD, Production and Fielding phase will closely follow that of the C&TD Phase.

The objective of Phase I is to refine the initial concept of system development/operation and reduce technical risk. This refinement is being accomplished primarily through industry competition of alternative material solutions. The successful end to the C&TD phase will be a DoD decision (Milestone B) to enter into SDD, Production and Fielding phases.

1.1. Budget/Funding Information

For consideration in developing your proposal, the program/budget funding is as shown in the table below. This table reflects the current approved funding level. There is no assurance that the Government will have these funds available as expressed in the Table. The Government reserves the right to modify the funding profile as actual budget authority is received.

	Fiscal Years (Est \$M)						
	FY04	FY05	FY06	FY07	FY08	FY09	Total
3600	\$5.91	\$26.26	\$33.64	\$8.63	\$4.05	\$4.54	\$83.03
3080			\$22.92	\$103.73	\$67.13	\$17.28	\$211.06
Total	\$5.91	\$26.26	\$56.56	\$112.36	\$71.18	\$21.82	\$294.09

2.0 General Instructions

(a) This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Statement of Objectives (SOO), DD Form 254, Security Classification Guide, Contract Data Requirements List (CDRL), & Model Contract. Non-conformance with the instructions provided may result in an unfavorable proposal evaluation.

(b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

(c) Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

(d) The proposal acceptance period is to be specified in Section A of the model contract/solicitation. The proposal shall be valid for a period of not less than 180 days from the required submission date. The offeror shall make a clear statement in Section A that the proposal is valid until this date.

(e) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

(f) THIS WILL BE A SPLIT SUBMISSION PROPOSAL. The first submittal will contain all information required by the RFP as listed in Table 2.2. Following this submission the Government will review the proposals and conduct Oral Presentations. After the Oral Presentations, the Government will request offerors to submit a completed Model contract. (Volume V) Do not include a price in section B of the model contract until requested to do so by the contracting officer.

(g) Offerors are instructed to insert your Taxpayer Identification Number (TIN) in Section G, clause G015 titled "Implementation of Taxpayer Identification Number (APR 1998)"

2.1 General Information

2.1.1. Point of Contact

The Contracting Officer (CO) and the Contract Manager are the sole points of contact for this acquisition. Address any questions or concerns you may have to the CO or the Contract Manager. Written requests for clarification may be sent to the CO or the Contract Manager at the address located in Section A of the model contract/solicitation and listed below:

Contracting Officer (CO) Mrs. Katherine S. Viano, tel: 781-377-7746, e-mail: Kathy.Viano@hanscom.af.mil or
Contract Manager/Buyer Lt Amy A. Abraham, tel: 781-377-8981, e-mail: Amy.Abraham@hanscom.af.mil

2.1.2. Debriefings

The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The CO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.503(b). Offerors desiring a debriefing must request a debriefing in accordance with FAR 15.505 or 15.506, as applicable. Debriefings will be conducted IAW AFFARS 5315.506.

2.1.3. Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

2.1.4. Reference Library

A reference library has been established at Hanscom AFB, MA. The Government, while trying to ensure document applicability and currency, does not warrant the accuracy nor compliance of the information contained in the Library documents. All documents are subject to revisions, changes without further notice. The Library Operating Instructions and access information are listed on The Hanscom Electronic RFP Bulletin Board (HERBB) at <http://herbb.hanscom.af.mil/esc_opps.asp?rfp=R385>. The reference library will remain open until one day prior to the proposal due date.

2.1.5. Oral Presentations

a. Each offeror shall present the mission capability and proposal risk portion of their proposal in an oral presentation. The size of the written proposal was deliberately made small to focus the emphasis on oral presentations. **ORAL PRESENTATIONS SHALL NOT CONTAIN CLASSIFIED INFORMATION. NO PRICE** information shall be included in the oral presentation or briefing charts. Evaluation Notices (ENs) received prior to the oral presentation should be identified and answered during the oral presentation. All oral presentations will be held at Hanscom Air Force Base. The presentation will be videotaped by the Government. Each offeror may be represented by no more than six (6) people. The agenda for the meeting shall be as follows;
Hours 1-2: Contractor oral presentation with no Government questions.
Hour 3: Government caucus.
Hour 4: Question and Answer sessions.

b. The Government will notify offerors by phone, email, or FAX of the order of oral presentations after proposal receipt. As part of Executive Summary of the proposal, the offeror must identify the name, phone number, e-mail, and FAX number of the individual to whom the Government should give notice. For planning purposes, oral presentations are expected to commence within five (5) calendar days and be complete within fifteen (15) calendar

days, from the scheduled due date for receipt of proposals. Offerors will NOTE if deemed necessary the Government will require Oral Presentations during non business days (weekends). The Government will randomly determine the order in which the offerors will present their oral presentation.

c. Immediately prior to the Oral Presentations, the offeror shall provide to the Government five (5) copies of the slides to be briefed. Only those slides briefed during the Oral Presentation shall be provided to the Government. Any slide provided hardcopy to the Government, which was not briefed during the Oral Presentation, will not be considered for evaluation.

d. The Government may issue additional, written questions at the conclusion of the Q&A period. The Government reserves the right to issue questions or Evaluation Notices (ENs) on any portion of the proposals (written or oral presentations) at any time. Response times for any additional questions or ENs will be handled on a case by case basis, depending on the question.

e. The videotape of the oral presentation will receive the same care and security as all other source selection material.

f. Offers shall submit visitation requests by FAX stating the individuals name, social security number and security clearance to Mr Mark Hutton (FAX 781-377- 8437, voice 781-377-2683) at least 48 hours prior to the visit to ensure visit clearances are in place.

2.2 Organization/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 2.2). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies specified. The contents of each proposal volume are described in the paragraphs below. Offerors are required to annotate original version of the entire proposal. In addition to the requirements stated in Table 2.2, forward one paper copy of proposal Volumes I through VI to your cognizant Administrative Contracting Office (ACO) and the same to your cognizant Defense Contract Audit Agency (DCAA) office when the PCO copies are delivered. Failure to provide information to the locations as specified will result in a delayed evaluation and may negatively affect the evaluation of the offeror's proposal. Be sure to advise the ACO and DCAA that the proposal is for "Official Use Only" and contains "Source Selection Information (see FAR 3.104)."

Table 2.2 - Proposal Organization

Vol	Para	Volume Title	Electronic Copies	Hard Copies	Page Limit	Due Date*
I	3	Executive Summary	1	10	3	RFP+30 Days
II	4	Mission Capability/ Proposal Risk	1	10	15	RFP+30 Days
III	5	Relevant Present/ Past Performance	1	6	4 per contract	RFP+30 Days
IV		Reserved				
V	7	Contract Documentation (Excluding price against CLIN 0001 until requested by the Contracting Officer)	1	3	None	RFP+30 Days
VI	2.2.3	Classified Material	None	10	Within limit of Vol II	RFP+30 Days

*See cover letter for dates.

2.2.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the offeror as soon as practicable. When both sides of a sheet display printed material, it shall be counted as 2 pages. Each page shall be counted except Section

and Volume cover pages, Master Table of Contents, any other tables of contents and CMM Level certification documents and reports.

2.2.2 Cost or Pricing Information

Each offeror's cost/price will be evaluated in accordance with meeting the exact Firm Fixed Price stipulated in Section B028 Contract Type: Firm Fixed Price (Feb 1997) (Tailored). Supporting cost data will not be required in the C&TD Phase I.

2.2.3 Classified Information

Where classified information is required in your response, it shall be provided as a classified volume. Each entry in the classified volume shall be referenced to the proposed volume, page number, and paragraph number to which it applies. Similarly, a reference shall be placed in the unclassified volume where the classified insert applies.

Binding shall conform to the same directions as those given for unclassified portions. The classified volume shall be separately bound with an applicable security designation color cover, conforming to the DD Form 254, and the Security Classification Guide provided in this solicitation. Pages in classified volume will be included in the page count for the applicable volume.

2.2.4 Cross Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. The offeror shall provide a proposal Master Cross Reference Matrix as part of Volume I (See Attachment L-3 of Section L).

2.2.5 Each volume shall contain a table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections in all volumes.

2.2.6 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

2.3. Page Size and Format

(a) For all volumes of the proposal (including the Oral Presentation) the page size shall be 8.5 x 11 inches, not including foldouts with at least 3/4 inch margins on the top and bottom and 1/2-inch side margins, and, except for the reproduced sections of the solicitation document and the oral presentations, the text size shall be no less than 11 point. For the Oral Presentation text size shall be no less than 24 point. Offerors are also requested to put chart numbers on the slides for the oral presentations. All other proposal documents shall include numbered pages sequentially by volume. For textural volumes, pages shall be single spaced and tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. These limitations shall apply to both electronic and hard copy proposals.

(b) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than 10 point. These limitations shall apply to both electronic and hard copy proposals.

2.4 Binding and Labeling

The proposal shall be submitted complete in a three-ring loose leaf binder(s). Offerors can determine the actual number of Proposal Volumes in each three-ring loose leaf binder(s) and the actual number of three-ring loose leaf binder(s) used. The binder should lie flat when open. Staples shall not be used. Each of the volumes shall be clearly separated and marked as such within each binder, if applicable, with a cover sheet clearly indicating the volume number, title, solicitation identification and the offeror's name. All unclassified document binder(s) shall have a

color other than red or other applicable security designation colors. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

2.5 Electronic Offers

Where an electronic copy is required (See Table 2.2) the Offeror shall submit the required copy in electronic format on a CD-ROM as part of the proposal. For electronic copies, indicate on each CD-ROM the volume number and title. Multiple volumes may be located on the same CD-ROM. **NO CLASSIFIED INFORMATION SHALL BE SUBMITTED IN ANY ELECTRONIC MEDIA.** Each volume shall be in a separate directory on a CD-ROM. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Word 97, MS Excel 97, MS-Project 98, and MS-Power Point 97, as applicable. All data files and electronic media delivered to the Government must be reviewed to ensure that they are virus-free. In the event hardcopy and softcopy content conflict, hardcopies will take precedence over soft copies.

2.6 Distribution

The "original" proposal shall be identified. Proposals shall be mailed to:

Electronic Systems Center (ESC/AE) GEMS Source Selection
9 Eglin St, Bldg. 1606, Rm. 300
Hanscom AFB, MA 01731

All proposal material must be received not later than 2:00 p.m. EST on the required submission dates with the exception of Volume 3 Past Performance. Volume 3 Past Performance is desired 15 days after RFP release and is required no later than 30 days after RFP release.

3.0 Volume I - Executive Summary

Submit an executive summary containing a brief overview of the complete proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should address the Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal. The Offeror shall also provide a master table of contents of the entire proposal which is not included the 3-page limit (See Table 2.2).

3.1 The Offeror shall provide the name, title, address, and phone number of the person whom the Contracting Officer should contact in the event the Offeror is selected for award.

4.0 Volume II - Mission Capability/Proposal Risk Volume

The Mission Capability/Proposal Risk volume will provide the Government visibility into the Offeror's proposed approach and understanding of the proposed effort. Additionally offerors proposed Phase II schedules shall be consistent with Program Funding profile outlined in paragraph 1.1.of Section L.

Mission Capability and Proposal Risk will be addressed in this volume. The Offeror shall address the proposed approach to meeting the requirements of each Mission Capability subfactor, as well as the risks in the proposed approach in terms of mission capability/performance, cost, and/or schedule.

Address Proposal Risk by identifying those aspects of the proposal you consider to involve cost and/or mission capability subfactor risk and classify each in accordance with AFFARS 5315.305(a)(3). Provide the rationale for each risk and its rating, including quantitative estimates of the impact on cost, schedule, and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of other contract requirements (e.g., SOO), whether or not those requirements are identified as subfactors or elements. Suggest a realistic "work-around" or risk mitigator for identified risks that will eliminate or reduce risk to an acceptable level. Identify and classify any new risks introduced by such risk mitigation.

The volume should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Mission Capability subfactors and elements defined in Section M, Evaluation Factors

for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors and elements. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

4.1 Architecture Subfactor

The offeror shall discuss their approach to meet the Governments requirements as stipulated in the GEMS Operational Requirements Document (ORD) Version 8.6 and Technical Requirements Document Version A. Provide emphasis on critical areas of Government interest;

- Describe how your approach is SCA/JTRS compliant for UHF LOS and SCA compliant for EHF at IOC (mid-FY08); and, SCA/JTRS compliant for AEHF at FOC (end-FY10).
- Describe the architecture and design tradeoff analysis you conducted to determine an optimal architectural approach that meets all stated GEMS requirements. Include a discussion of life-cycle cost and schedule impacts of the approaches considered, as well as the impact of COTS integration, used to optimize the final GEMS architecture.
- Describe how your approach is flexible, making it efficient to incorporate future upgrades, including but not limited to AEHF, VLF/LF and any potential new or modified interfaces.
- Describe your processes for refining and updating this architecture over time to accommodate future requirements as well as technology refresh and product/component obsolescence.
- Given your selected architectural approach, describe how you estimated its tolerance for change, highlighting any areas where flexibility or the addition of requirements could not be accommodated without extensive modifications to the design that add cost, schedule and risk to the program.
- Describe how your approach meets transportability requirements (para 3.2.2.2 of the TRD), is easy to operate (para 3.4.4 of the TRD) and maintain, maximizes commonality (hardware, software, antenna) between fixed and transportable configurations.
- Describe how your approach is nuclear hardened so that GEMS operates through and after nuclear events.
- Describe how your approach achieves security certification at the TS/SIOP level prior to IOC.
- Describe how your approach tolerates change to the selected architecture and design.

4.2 Integrated Processes

The offeror shall describe the key program management and systems engineering processes for application to GEMS including how these processes are developed, how they will be implemented on GEMS and how they will be subjected to quality standards as well as continuous improvement. Include any appropriate capability or maturity assessment resulting from CMM, CMMI or other relevant process and standard implementation model. Provide emphasis on critical areas of Government interest:

- Describe how program management and systems engineering process application will flow down to all team members and major subcontractors including your approach to training as well as the time frame in which all team members and subcontractors will be performing to these processes.
- Describe your system engineering process that results in a robust/flexible design and product and that provides the Government insight into the ongoing process.
- Describe your collaborative risk management process that is continuous across the life cycle of the program, includes reporting or information sharing mechanisms that minimize any time lags in Government receipt of changes in the risk profile, and emphasizes inclusion of all stakeholders, program office, contractor and users.
- Describe the timeliness and sufficiency of your system for Government access to real-time technical and programmatic information, including cost and schedule information.
- Describe the leading indicators you will use on GEMS to obtain early warning of impending problems such that proactive and preemptive management actions can be taken to prevent or minimize the impact. Explain how these leading indicators will be reported to the Government.
- Describe your staffing plan, which demonstrates adequate personnel, at the appropriate clearance levels, without adverse impact on other Government programs.
- Describe and provide the framework of an Integrated Management Plan (IMP) that conveys how you propose to accomplish development and production.
- Describe and provide a top level Integrated Master Schedule (IMS) and describe how it will be linked into your integrated processes in order to accurately manage program progress and identify risk.

5.0 Volume III - Relevant Present and Past Performance

5.1 General

Each offeror shall submit a present and past performance volume with its proposal, containing past performance information in accordance with the format contained in Attachment 1. This information is required on the offeror and all subcontractors, inter-divisional transfers, teaming partners, and/or joint venture partners proposed to perform 25% per cent of the follow on development effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. 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 present and 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.

5.2 Early Proposal Information

Each offeror is requested to submit the information shown in Attachment L-1 for each relevant contract 15 days prior to the date set for receipt of proposals. Failure to submit early proposal information will not result in offeror disqualification. Each offeror is requested to forward a copy of the Attachment L-2 Questionnaire to the relevant program (first priority), contracting (second priority) or administrative contracting (third priority) office for the efforts identified in Attachment L-1 with requests for the completed forms to be fax and/or returned to the Government at the fax number or address located in Attachment L-2.

5.3 Relevant Contracts

Submit information in accordance with Attachment 1. Past Performance Information on a total of 5 recent contracts that you consider most relevant in demonstrating your ability to perform the proposed effort. Include information on 2 recent contracts performed by each of your teaming partners, inter-divisional transfers and significant subcontractors that you consider most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M, paragraph 2.5. Note that the Government generally will not consider performance on a newly awarded contract without a performance history or on an effort that concluded more than five years prior to this source selection.

5.3.1 Specific Content

Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a higher confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required. Categorize the relevance information into the specific Mission Capability subfactors and elements used to evaluate the proposal.

5.3.2 Organizational Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/ performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by

the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

6.0 Volume IV - Reserved

7.0 Volume V - Contract Documentation

This volume shall provide a complete and detailed presentation of the Offeror's contract proposals for the GEMS C&TD effort. The volume shall consist of the following mandatory sections and elements: Model Contract, Exceptions to the GEMS C&TD Terms and Conditions, and Supporting Materials.

7.1 Model Contract/Representations and Certifications

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include one (1) signed and dated original of the Conformed Model Contract, and Sections A through K. The original should be clearly marked and should be provided without any punched holes. Fill in all blanks in the Model Contract. Specifically, complete the following:

7.1.1 Section A - Solicitation/Contract Form

Standard Form 33 - Solicitation, Offer and Award. The offeror shall fully complete blocks 12 to 16. Blocks 17 and 18 shall be accomplished along with the price insertion in Section B upon PCO request. The "original" should be clearly marked under separate cover and should be provided without any punched holes.

7.1.2 Section B - Supplies or Services and Costs/Prices

This C&TD Phase I will have a Split Proposal Process. See paragraph 2.0 General Instructions and Table 2.2. Offeror shall fill in the established Firm Fixed Price amount specified in Section B Clause B028 Contract Type: Firm Fixed Price (Feb 1997)(Tailored) in the Total Price area of Contract Line Item Number 0001 upon the request to do so by the Contracting Officer.

7.1.3 Section F - Deliveries or Performance

Period of Performance is 5 months after contract award.

7.1.4 Section G - Contract Administrative Data

Ensure compliance with FAR Clause: 52.204-07 Central Contractor Registration (Oct 2003).

7.1.5 Section J - Contract Attachments

7.1.5.1 CDRLs

A preliminary list of CDRLs is provided by the Government. The offeror shall update and propose a set of CDRLs that provides the Government with adequate technical and management insight. CDRLs may be combined, tailored, or eliminated and new CDRLs may be added. Tailoring, changing, combining, or eliminating the CDRLs is strongly encouraged. All CDRLs must have the appropriate SOO/TRD reference included.

7.1.5.2 Subcontracting Plan

Include a separate Subcontracting Plan IAW FAR 19.702. If applicable, submit a copy of your approved Master Plan. If the offeror is other than a small business, the offeror shall submit a Small Business Subcontracting Plan IAW FAR 52.219-9 that also identifies and specifies the extent of offeror's commitment to the participation of small businesses (SB), historically black colleges or universities (HBCU) and minority institutions (MI), whether as joint venture members, teaming arrangement partners, or subcontractors. In the event the offeror has negotiated a comprehensive subcontracting plan pursuant to DFARS 219.702, the offeror must submit the information that identifies and specifies the extent of its commitment to the participation of SB, HBCU and MI. DoD has established a Small Disadvantage Business (SDB) goal of 5%.

7.1.5.3 Reserved

Table 7.1.5.3 -Reserved

7.1.6 Section K - Representations, Certifications, and other Statements of Offerors

Complete and submit all applicable representations, certifications, acknowledgements and statements required.

7.2 Exceptions to Terms and Conditions

- a. Identify and provide an explanation for any exceptions that are taken to the Model Contract or its attachments. An exception is defined as any instance where the Offeror does not propose to provide a capability required by the Model Contract or the documents referenced therein. If there are no exceptions taken, so state.
- b. Identify and provide an explanation for any deviations that are taken to the Model Contract or its attachments. A deviation is defined as a variance from any stated requirement that does not alter the basic operational capability as defined in the Model Contract or the documents referenced therein. If there are not deviations taken, so state.
- c. Identify Request for Proposal exceptions or deviations by document, page, paragraph, requirement, and rationale for exception or deviation.
- d. Identify all assumptions made in your proposal (not exceptions or deviations) that you want to present to the Government in the evaluation of the proposal. If there are no assumptions to be considered, so state.
- e. Identify all conditions (not exceptions or deviations) which you want considered as a basis for your proposal in the evaluation of the proposal and in any contract that might be awarded in response to your offer. If there are no conditions to be considered, so state.

Each exception/deviation shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception/deviation is taken. Provide rationale in support of the exception/deviation and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 7.2. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

Table 7.2 - Solicitation Exceptions

Provide information regarding any exceptions in the following format:

Solicitation Document	Paragraph/Page	Requirement/Portion	Rationale
e.g. SOO, Model Contract	Applicable Page(s) and Paragraph Number(s).	Identify the requirement or portion to which exception is taken.	Justify why the requirement will not be met.

7.3 Other Information Required

7.3.1 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

7.3.2 Government Offices

Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

7.3.3 Company/Division Address, Identifying Codes, and Applicable Designations

Provide company/division's street address, county and facility code; CAGE code; DUNS code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

7.3.4 Associate Contractor Agreements

Include Associate Contractor Agreements, if applicable.

7.3.5 Contractor Registration

All contractors shall be registered in the Central Contractor's Registration (CCR) System in accordance with the requirement in Section I, A. 52.204-7 Central Contractor's Registration (Oct 2003).

ESC-L001(L-1) ATTACHMENT 1: PAST PERFORMANCE INFORMATION (FEB 2004)

Provide the information requested in this form for each contract/program being described. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations set forth in Section L-III of this solicitation.

- A. Offeror Name (Company/Division): _____
CAGE Code: _____
DUNS Number: _____

(NOTE: If the company or division performing this effort is different than the offeror or the relevance of this effort to the instant acquisition is impacted by any company/corporate organizational change, note those changes. Refer to the "Organizational Structure Change History" you provided as part of your Past Performance Volume.)

- B. Program Title: _____

- C. Contract Specifics:

1. Contracting Agency or Customer _____
2. Contract Number _____
3. Contract Type _____
4. Period of Performance _____
5. Original Contract \$ Value _____ (Do not include unexercised options)
6. Current Contract \$ Value _____ (Do not include unexercised options)
7. If Amounts for 5 and 6 above are different, provide a brief description of the reason

- D. Brief Description of Effort as __Prime or __Subcontractor
(Please indicate whether it was development and/or production, or other acquisition phase and highlight portions considered most relevant to current acquisition)

- E. Completion Date:

1. Original date: _____
2. Current Schedule: _____
3. Estimate at Completion: _____
4. How Many Times Changed: _____
5. Primary Causes of Change:

- F. Primary Customer Points of Contact: (For Government contracts, provide current information on all three individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

1. Program Manager: Name _____
Office _____
Address _____

	Telephone	_____
2. Contracting Officer:	Name	_____
	Office	_____
	Address	_____

	Telephone	_____
3. Administrative Contracting Officer	Name	_____
	Office	_____
	Address	_____

	Telephone	_____

G. Address any technical (or other) area about this contract/program considered unique.

H. For each of the following Factors in Section M; Mission Capability and Past Performance, illustrate how your experience on this program applies to that factor.

I. Specify, by name, any key individual(s) who participated in this program and are proposed to support the instant acquisition. Also, indicate their contractual roles for both acquisitions.

J. Describe the nature or portion of the work on the proposed effort to be performed by the business entity being reported here. Also, estimate the percentage of the total proposed effort to be performed by this entity and whether this entity will be performing as the prime, subcontractor, or a corporate division related to the prime (define relationship)

ESC-L001(L-2) ATTACHMENT 2: PAST PERFORMANCE QUESTIONNAIRE (FEB 2004)

INSTRUCTIONS: Please provide your responses to the following questions concerning the contractor's performance for the past five years on the identified contract. Then either fax or mail the completed questionnaire to the following:

FAX ESC/AE Office (Boston, MA) GEMS Program, Commercial FAX (781) 377-9959 or DSN 478-9959, Commercial Phone (781) 377-5229. Address: Electronic Systems Center (ESC/AE) GEMS Source Selection, 9 Eglin St, Bldg. 1606, Rm. 300, Hanscom AFB, MA 01731. Or, contact the GEMS CO (Para. 2.1.1 & 2.6).

Notes: Unfavorable performance information not already known by the contractor will result in an Evaluation Notice (EN) being submitted to the contractor. The contractor will be made aware of the unfavorable information, but not the name of the person who submitted it. Direct any questions about this effort to Mrs. Katherine S. Viano, Contracting Officer (tel: 781-377-7746, e-mail: Kathy.Viano@hanscom.af.mil) or Lt Amy A. Abraham, Contracts Manager/Buyer (tel: 781-377-8981, e-mail: Amy.Abraham@hanscom.af.mil).

PLEASE RESPOND WITHIN 5 DAYS OF RECEIPT OF THIS REQUEST

Contractor's Name: _____
Division (if applicable): _____
Location: _____

Program Name: _____
Contract Number: _____
Period of Contract: _____
Brief Description of effort: _____

Respondent's Name: _____
Position: _____
Phone: (DSN) _____ (Comm) _____
Business Address: _____
City: _____ State: _____ Zip Code: _____

Coded Responses and Explanations for Questions

E-Exceptional/High Confidence. Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.

V-Very Good/Significant Confidence. Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

S-Satisfactory/Confidence. Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.

N-Neutral/Unknown Confidence. No performance record identifiable (see FAR 15.305(a)(2)(iii) and (iv)).

M-Marginal/Little Confidence. Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

U-Unsatisfactory/No Confidence. Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Please rate the Contractor in the following areas using the above coded responses: (Please restrict your response and comments to actual work accomplished by the Contractor in the previous five years.) Contractor's cost control. Did the contractor deliver at the agreed-to price/cost? Describe the reasons for changes to contract value (e.g., scope changes, overrun/underrun, Government-imposed schedule changes, etc.)

E	V	S	M	U	N
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Did the contractor deliver according to the agreed-to schedule? What were the causes of any schedule variances?

E	V	S	M	U	N
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Did the product or service meet the mission requirement?

E	V	S	M	U	N
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Did the product or service meet the required level of quality?

E V S M U N

Identify the contractor's overall strengths and weaknesses.

Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract? Please identify contract/program and point of contact.

Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.

(If more comment space needed, write on back, or attach pages.)

5. Please provide your name, title, address, and phone number.

Given what you know today about the contractor's ability to execute, would you award to this contractor if given the choice? (check only one)

Definitely Would Award	Probably Would Not Award
Probably Would Award	Definitely Would Not Award

Any additional comments that you feel are important in the evaluation of the contractor's performance.

Please identify any other programs you consider relevant, which might provide us additional insight into this contractor's performance ability.

Thank you for your efforts and timely response.

ESC-L001(L-3) ATTACHMENT 3: CROSS REFERENCE MATRIX (FEB 2004)

Section M Requirements	SOO	TRD	Section L	Oral	Written
Architecture Subfactors					
2.4.1.1 Is SCA/JTRS compliant for UHF LOS and SCA compliant for EHF at IOC (mid-FY08); and SCA/JTRS compliant for AEHF at FOC (end-FY10).	2	3.1.a 3.2.1.2.2.f 3.2.1.2.3. 3.2.1.2.4	4.1		
2.4.1.2 Is flexible, making it efficient to incorporate future upgrades, including but not limited to AEHF, VLF/LF, HF, or additional interfaces.	1.i	3.2.1.c 3.2.1.2.4.e 3.2.1.5 Table3.2.2-1	4.1		
2.4.1.3 Facilitates refining and updating the architecture over time to accommodate future requirements as well as technology refresh and obsolete parts replacement.	1.i	3.2.1 3.4.5.d 3.1.2.1.2.1.b 3.4.8.2.b Figure 3.1	4.1		
2.4.1.4 Meets transportability requirements (para 3.2.2.2 of the TRD), is easy to operate (para 3.4.4 of the TRD) and maintain, maximizes commonality (hardware, software, antenna) between fixed and transportable configurations.	1.i, ii,v	3.1.2.1.2 3.2.2.1.1 Table3.2.2-1 3.2.2.2 3.2.2.5	4.1		
2.4.1.5 Is nuclear hardened GEMS that operates through and after nuclear events.	1.iv	3.2.2 3.4.1	4.1		
2.4.1.6 Achieves security certification at the TS/SIOP level prior to IOC.	1.iv	3.2.1.4 4.1.2.5 4.2	4.1		
2.4.1.7 The tolerance for change of the selected architectural and design approaches.	1.i 3.ii	3.2.1.8 3.3.6	4.1		
Integrated Processes					
2.4.2.1 A system engineering process that results in a robust/flexible design and product and that provides the Government insight into the ongoing process.	1.i, vi 2	3.2.1 3.3.8 3.6	4.2		

2.4.2.2 A collaborative risk management process that is continuous across the life cycle of the program, includes reporting or information sharing mechanisms that minimize any time lags in Government receipt of changes in the risk profile, and emphasizes	1.ii	3.2.2.4.1 4.2.3 4.2.6	4.2		
2.4.2.3 Timeliness and sufficiency of a system for Government access to real-time technical and programmatic information, including cost and schedule information.	1.iv 3.ii	3.2 3.4	4.2		
2.4.2.4 A staffing plan which demonstrates adequate personnel, at the appropriate clearance levels, without adverse impact on other Government programs.	1.i, vi	3.4.4 3.4.5	4.2		
2.4.2.5 Timeliness and adequacy of training and implementation of the program management and system engineering process for all team members and major subcontractors.	1.i, vi 3.ii	3.2.2.4 3.4 3.6.1 4.2.5	4.2		
2.4.2.6 The adequacy and timeliness of the proposed leading indicators.	1.i, vi	3.2.1	4.2		

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.

L015 RFP TECHNICAL CLARIFICATIONS (FEB 1997)

Offerors who determine that the technical requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing within 10 days of receipt of the RFP. These questions shall be directed to the Contract Negotiator identified on the cover page of the solicitation.

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 (MAR 1999)

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 Systems Security Instruction (AFSSI) 5027 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.

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)

1.1 Basis for Contract Award

The Government will select the best overall offer(s), based upon an integrated assessment of Mission Capability, Past Performance, Proposal Risk, and Cost/Price. 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 offerors who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR), 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. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit. This evaluation may result in award(s) to higher rated, higher priced offerors where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall proposed approach and/or superior past performance of the higher price offerors outweighs the cost difference. To arrive at a best value decision, the SSA will integrate the source selection team's evaluation of the offerors' proposals against the evaluation factors and subfactors. 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.

1.2 Number of Contracts to be Awarded

As a result of this RFP, the Government intends to award up to three (3) study contracts for a Concept & Technology Demonstration (CTD). The Government reserves the right to award more, fewer, or no contracts at all, depending upon the quality of the proposal(s) submitted and the availability of funds. The Government reserves the right to award without discussions. The CTD deliverables will include a Risk Mitigation Plan and System Design. After completion of the CTD, the Government intends to conduct another full and open competition for the Development and Production of GEMS, and to award one (1) contract as a result of that competition.

1.3 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 cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or an inherent failure to understand/comprehend the complexity and risks of the program.

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.

1.5 Reserved

M002 EVALUATION FACTORS

2.1 Evaluation Factors and Subfactors and their Relative Order of Importance

Award will be made to the offeror(s) proposing a program most advantageous to the Government based upon an integrated assessment of the evaluation factors described below. The first three evaluation factors (Mission Capability, Past Performance, and Proposal Risk) are equal in importance, and each is more important than the Cost/Price Factor. Within the Mission Capability and Proposal Risk factors, the Subfactors are equal in order of

importance. Positive consideration may be given for credible plans and approaches to meeting Technical Requirements Document (TRD) objective requirements.

Factor 1: Mission Capability

Subfactor 1: Architecture

Subfactor 2: Integrated Processes

Factor 2: Past Performance

Factor 3: Proposal Risk

Subfactor 1: Architecture

Subfactor 2: Integrated Processes

Factor 4: Cost/Price

2.2 Importance of Cost/Price

In accordance with FAR 15.304(e), the evaluation factors other than cost or price, are significantly more important than cost or price; however, cost/price will contribute substantially to the selection decision.

2.3 Factor and Subfactor 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 explanation, within the subfactor, of how the subfactor will be evaluated. The Mission Capability subfactors are described in paragraph 2.4 below. A Proposal Risk rating will be assigned to each of the Mission Capability subfactors. Proposal risk represents the risks identified with an offeror's proposed approach as it relates to the Mission Capability subfactor. Subfactor ratings for Mission Capability and Proposal Risk will not be rolled up to a factor level rating. A Performance Confidence Assessment will be assigned to the Past Performance factor. Performance confidence represents the Government's assessment of the probability of an offeror successfully performing as proposed and is derived from an evaluation of the offeror's present and past work record. Cost/Price will be evaluated as described in paragraph 2.7 below. When the integrated assessment of all aspects of the evaluation is accomplished, the color ratings (AFFARS 5315.305(a)(3)(A)), proposal risk ratings, performance confidence assessment, and evaluated cost/price will be considered in the order of priority listed in paragraph 2.1 above. 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. If discussions are conducted during the evaluation period, offeror responses to Evaluation Notices (ENs), and, if necessary, a Final Proposal Revision (FPR) will be considered in making the best value decision. Any of these considerations can influence the SSA's decision.

2.4 Mission Capability Factor

The offeror's written proposal, oral presentation and Subcontracting Plan will be used to evaluate the Mission Capability Factor. In general, the evaluation will assess the offeror's understanding of requirements, whether the proposed approach is sound, within budget constraints in Section L and consistent with their proposed schedule.

2.4.1 Subfactor 1, Architecture

The Government will evaluate the offeror's architecture and design tradeoff analysis resulting in the desired architectures and technical approach. The Government assessment will include determination of compliance and consistency with the users' requirements as defined in the TRD and the Statement of Objectives (SOO) as well as the implementation of an evolutionary approach IAW AFI 63-123. Offeror's proposals must meet all TRD thresholds within budget constraints in Section L. Positive consideration may be given to credible approaches that meet TRD "objectives" within budget constraints. Under this Subfactor, the Government will assess whether the offeror's approach is, at a minimum, a flexible, effective, evolvable and achievable approach that:

2.4.1.1 Is SCA/JTRS compliant for UHF LOS and SCA compliant for EHF at IOC (mid-FY08); and, SCA/JTRS compliant for AEHF at FOC (end-FY10).

2.4.1.2 Is flexible, making it efficient to incorporate future upgrades, including but not limited to AEHF, VLF/LF, HF or additional interfaces.

2.4.1.3 Facilitates refining and updating the architecture over time to accommodate future requirements as well as technology refresh and obsolete parts replacement.

2.4.1.4 Meets transportability requirements (para 3.2.2.2 of the TRD), is easy to operate (para 3.4.4 of the TRD) and maintain, maximizes commonality (hardware, software, antenna) between fixed and transportable configurations.

2.4.1.5 Is nuclear hardened GEMS that operates through and after nuclear events.

2.4.1.6 Achieves security certification at the TS/SIOP level prior to IOC.

2.4.1.7 Tolerates change to the selected architecture and design.

2.4.2 Subfactor 2, Integrated Processes

The Government will evaluate the offeror's integrated processes to include Program Management (IMP/IMS), Systems Engineering processes, to include software engineering, hardware engineering, configuration management, integration, test, producibility engineering, installation planning and support, logistics engineering and support and training. The subfactor will assess whether the offeror's approach provides, at a minimum:

2.4.2.1 A systems engineering process that results in a robust/flexible design and product and that provides the Government insight into the ongoing process.

2.4.2.2 A collaborative risk management process that is continuous across the life cycle of the program, includes reporting or information sharing mechanisms that minimize any time lags in Government receipt of changes in the risk profile, and emphasizes inclusion of all stakeholders, program office, contractor and users.

2.4.2.3 The timeliness and sufficiency of a system for Government access to real-time technical and programmatic information, including cost and schedule information.

2.4.2.4 A staffing plan which demonstrates adequate personnel, at the appropriate clearance levels, without adverse impact on other Government programs.

2.4.2.5 The timeliness and adequacy of training and implementation of the program management and system engineering process for all team members and major subcontractors.

2.4.2.6 The adequacy and timeliness of the proposed leading indicators.

2.5 Past Performance Factor

Under the Past Performance factor, the Performance Confidence Assessment represents the evaluation of an offeror's and associated key or major subcontractors', inter-divisional transfers, teaming partners' and joint venture partners' present and past work records to assess the Government's confidence the Offeror will successfully perform as proposed. The assessment will include the contractor's past performance in interacting with the proposed subcontractors as well as interaction between subcontractors themselves. The Government will evaluate the offeror's and key or major subcontractors', inter-divisional transfers, teaming partners', and joint venture partners' demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule.

The Government will assess only contract efforts considered to be very relevant, relevant, or somewhat relevant for the prime and relevant or not relevant for subcontractors, inter-divisional transfers, and partners in the determination of the Confidence rating.

2.5.1 The relevancy of the Prime contractor's efforts, which must have been performed by the same division and location proposing on GEMS and performed within the past five (5) years (the Government will only consider work performed for a five year period ending with the date of the Final Proposal Revision if discussions are conducted, or the date of proposal submission if there are no discussions), will be assessed based on the following criteria:

a. Past efforts in the development and/or integration of modern, nuclear-hardened command center communications systems, including developing systems that employ and protect Unclassified through TS/SIOP level classified data and messages.

b. Past efforts conducting NSA certification and accreditation of TS/SIOP and EAM communications systems.

c. Past management of \$100 million + program, to include: design, development, and production.

d. Past efforts installing new equipment and removing old equipment in command and control facilities.

In order for an effort to be considered Very Relevant, it must meet all of the criteria listed above. To be considered Relevant, it must meet criteria in a. and b. plus at least 1 of the 2 remaining criteria listed above. To be considered Somewhat Relevant, it must meet the criteria in any two (2) of the four (4) criteria.

2.5.2 Subcontractors, inter-divisional transfers, and partners will be assessed as either relevant or not relevant; in order to be considered Relevant, the effort must have been performed at the same division/location, within the past five (5) years (the Government will only consider work performed for a five year period ending with the date of the Final Proposal Revision if discussions are conducted, or the date of proposal submission if there are no discussions), and must have been the same type effort proposed for the GEMS program.

When an offeror's 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). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

Each Offeror will receive one of the ratings described in AFFARS 5315.305 for the Past Performance factor. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

More recent and relevant performance may have a greater impact on the Performance Confidence Assessment than less recent or less 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 recent relevant record of favorable performance may receive a higher confidence rating and be considered more favorably than a less recent relevant record of favorable performance.

Past performance information may be obtained through the Contractor Performance Assessment Reporting System (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 Government reserves the right to use both data provided by each Offeror and data obtained from other sources.

2.6 Proposal Risk Factor

The content under the Mission Capability subfactors will apply to the assessment of the Proposal Risk subfactors and will consider the information contained in the written proposal and oral presentation. The Proposal Risk assessment focuses on the risks and weaknesses associated with an offeror's proposed approach. It also assesses 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.

2.7 Cost/Price

Each offeror's cost/price proposal will be evaluated in accordance with the following:

2.7.1 For this CTD effort, each offeror's proposal will be evaluated in accordance with the pre-established Firm Fixed Price amount stipulated in Section B of the model contract. This Firm Fixed Price shall be inserted in Section B Contract Line Item Number 0001 upon Contracting Officer's request.

2.7.2 For information purposes only. Development and Production costs will not be evaluated as part of this CTD award. The offeror's total evaluated cost/price for the follow on SDD/Production Phase will be based on the Government Estimate of Most Probable Cost (GEMPC). Evaluation technique:

- a) Each offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic. If an offeror fails to substantiate 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 technical capability subfactor.
- b) An offeror's proposed estimated costs shall not be controlling for source selection purposes. The Government will evaluate the proposal for cost/price realism and consistency and determine the most probable cost to the Government.
- c) Unrealistic cost. The Government will evaluate the realism of each offeror's proposed costs. 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 Cost/Price Realism Assessment (CPRA) will consider technical/management risks identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistically low or high 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 cost 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 subfactor.

d) Information other than cost or pricing data. Information other than cost or pricing data will be evaluated for purposes of determining cost realism and the best value.

M003 PLANT VISITS

The Government may conduct Plant Visits as part of this evaluation.

The Source Selection Evaluation Team (SSET) may conduct plant visits during the evaluation phase to gather information for judging the offeror's potential for correcting deficiencies, quality of development or manufacturing practices/processes, or other areas useful in evaluating the offer. If conducted, the results will be assessed under the applicable Mission Capability/Proposal Risk factors/subfactors and will be used to validate and confirm the offeror's written proposal and/or oral presentation.

M004 SOLICITATION TERMS AND CONDITIONS

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 to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.