

**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 FA8720-04-R-0004	2. (X one) <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10px; height:15px;"></td><td style="padding-left:5px;">a. INVITATION FOR BID (IFB)</td></tr><tr><td style="width:10px; height:15px; text-align:center;">X</td><td style="padding-left:5px;">b. REQUEST FOR PROPOSAL (RFP)</td></tr><tr><td style="width:10px; height:15px;"></td><td style="padding-left:5px;">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 MATERIAL COMMAND, USAF 50 GRIFFISS ST HANSCOM AFB, MA 01731-1620	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>
---	--

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> GORDON S. CHACE	b. ADDRESS <i>(Include Zip Code)</i> See Block 4	c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 781-271-6982 X	d. E-MAIL ADDRESS GORDON.CHACE@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			

10. MAILING LIST INFORMATION <i>(X one)</i>		
WE	<input type="checkbox"/> DO	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>
--------------------------	---

c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE

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

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER FA8720-04-R-0004	
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 26		
2. CONTRACT NO.	3. SOLICITATION NO. FA8720-04-R-0004	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/ACK ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIAL COMMAND, USAF 50 GRIFFISS ST HANSCOM AFB, MA 01731-1620 GORDON S. CHACE 781-271-6982 GORDON.CHACE@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.							
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	21
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
√	C	DESCRIPTION/SPECS./WORK STATEMENT	9	√	J	LIST OF ATTACHMENTS	26
√	D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
√	E	INSPECTION AND ACCEPTANCE	11	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	K - 1
√	F	DELIVERIES OR PERFORMANCE	12				
√	G	CONTRACT ADMINISTRATION DATA	14	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	L - 1
√	H	SPECIAL CONTRACT REQUIREMENTS	16	√	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	<p><i>Noun:</i></p> <p><i>NSN:</i></p> <p><i>Contract type:</i></p> <p><i>Inspection:</i></p> <p><i>Acceptance:</i></p> <p><i>FOB:</i></p> <p><i>Descriptive Data:</i></p>	<p>1</p> <p>Lot</p>	<p>_____</p> <p>_____</p>
	<p>COMM SWITCH SUBSYSTEM (CSS) INITIAL PRODUCTION UNITS.</p>		
	<p>N - Not Applicable</p>		
	<p>J - FIRM FIXED PRICE</p>		
	<p>DESTINATION</p>		
	<p>DESTINATION</p>		
	<p>DESTINATION</p>		
	<p>A. The Contractor shall deliver Initial Production Unit effort for design, integration, training, testing, and associated documentation for the (CSS) IAW the Contractor Statement of Work (CSOW) (Attachment 1) and the System Capabilities Document (Attachment 4). This shall include all Program/Project Management and all the activities required to manufacture, test, package and deliver the CSS Initial Production Units.</p>		
	<p>B. Includes delivery of: One (1) Mission Support Suite (MSS) CSS with CSS operator gear for 35 stations.</p>		
	<p>C. One (1) Expeditionary Command and Control Center (EC3) CSS with CSS operator gear for 15 stations.</p>		
	<p>D. One (1) combined set of CSS test spares</p>		
	<p>F. This is a Firm Fixed Price (FFP) CLIN. CSS Initial Production Units prices are set forth in Exhibit B, Table B-1.</p>		
	<p>G. The Government may issue delivery orders to the contractor from the date of contract award through (5) years from the date of Contract award. If necessary, Subclins may be established in the individual orders.</p>		

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

0002		1	_____
		Lot	_____

Noun: DATA FOR CLIN 0001
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:

A. The contractor shall furnish data in support of CLIN 0001 in accordance with the CSOW (Section J, Attachment 1) and Contract Data Requirements List (CDRL, DD Form 1423 (Section J, Exhibit A) as specified in each individual delivery order.

B. The Government may issue delivery orders to the contractor from the date of contract award through (5) years from the date of Contract award. If necessary, Subclins may be established in the individual orders.

0003		1	_____
		Lot	_____

Noun: INTEGRATION AND TECHNICAL SUPPORT
NSN: N - Not Applicable
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:

A. The Contractor shall provide all integration and technical support of BCS-M Integrated Contractor Product Teams (IPTs) and Combined Test Force activities, in accordance with the CSOW (Section J, Attachment 1), the Integrated Master Plan (Section J, Attachment 2) and as specified in each individual delivery order

B. Technical support shall include all meetings and teleconferences, and answering action items from these discussions.

C. This is a Labor Hour (LH) CLIN. Labor categories and rates are set forth in Exhibit B, Table B-2.

D. The government may issue delivery orders to the Contractor from the date of contract award through five (5) years from the date of contract award. If necessary, SubCLINs may be established in the individual delivery orders.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0004		1	_____
		Lot	_____
	<i>Noun:</i>	OTHER DIRECT COSTS (ODC) FROM CLIN 0003	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The Contractor shall provide all travel and other direct costs in support of CLIN 0003 as specified in each individual delivery order.		
	B. This is a Cost Reimbursement (CR) CLIN. No profit or fee will be paid in support of this CLIN. These estimated cost of this CLIN is \$14,000.00		
	C. The government may issue delivery orders to the Contractor from the date of contract award through five (5) years from the date of contract award. If necessary, SubCLINs may be established in the individual delivery orders.		
0005		1	_____
		Lot	_____
	<i>Noun:</i>	MSS CSS PRODUCTION	
	<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>		
	A. The Contractor shall test and deliver MSS CSS kits with operator gear for associated stations (35 stations per MSS CSS) IAW the Contractor Statement of Work (CSOW) (Attachment 1) and the System Capabilities Document (Attachment 4).		
	B. This is a Firm Fixed Price (FFP) CLIN. MSS CSS Production prices are set forth in Exhibit B, Table B-3.		
	C. The government may issue delivery orders to the Contractor from the date of contract award through five (5) years from the date of contract award. If necessary, SubCLINs may be established in the individual delivery orders.		

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

0006		1	_____
		Lot	_____

Noun: EC3 CSS PRODUCTION
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:

A. The Contractor shall test and deliver the EC3 CSS kits with operator gear for associated stations (15 stations per EC3 CSS) IAW the Contractor Statement of Work (CSOW) (Attachment 1) and the System Capabilities Document (Attachment 4).

B. This is a Firm Fixed Price (FFP) CLIN. EC3 CSS production prices are set forth in Exhibit B, Table B-4.

C. The government may issue delivery orders to the Contractor from the date of contract award through five (5) years from the date of contract award. If necessary, SubCLINs may be established in the individual delivery orders

0007		1	_____
		Lot	_____

Noun: CSS READINESS SPARES
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:

A. The Contractor shall package and deliver CSS readiness spares kits IAW the Contractor Statement of Work (CSOW) (Attachment 1) and the System Capabilities Document (Attachment 4).

B. This is a Firm Fixed Price (FFP) CLIN. CSS First Production Articles prices are set forth in Exhibit B, Table B-5.

C. The government may issue delivery orders to the Contractor from the date of contract award through thought five (5) years from the date of contract award. If necessary, SubCLINs may be established in the individual delivery orders

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0008		1 Lot	_____
	<i>Noun:</i>	INTERIM CONTRACT SUPPORT (REPAIR/REPLACEMENT)	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The Contractor shall furnish all Interim Contractor Logistic Support for repair and replacement of failed CSS equipment returned from the field in accordance with the CSOW (Section J, Attachment 1) as specified in each individual delivery order.		
	B. This is a Time and Material (T+M) CLIN. Labor categories and rates and material cost to replace are set forth in Exhibit B, Table B-6 and Table B-6.		
	C. The government may issue delivery orders to the Contractor from the date of contract award through five (5) years from the date of contract award. If necessary, SubCLINs may be established in the individual delivery orders		

OTHER DIRECT COSTS FROM CLIN 0008

0009		1 Lot	_____
	<i>Noun:</i>	OTHER DIRECT COSTS (ODC) FROM CLIN 0008	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The Contractor shall provide all transportation and other direct costs in support of CLIN 0008 as specified in each individual delivery order.		
	B. This is a Cost Reimbursement (CR) CLIN. No profit or fee will be paid in support of this CLIN. These estimated cost of this CLIN is \$10,000.00		
	C. The government may issue delivery orders to the Contractor from the date of contract award through five (5) years from the date of contract award. If necessary, SubCLINs may be established in the individual delivery orders.		

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

OTHER CONTRACT CLAUSES IN FULL TEXT

B001 ESTIMATED COST (FULLY FUNDED) (MAY 1997)

CLIN No.	Quantity	Unit	Unit Price	Extended Amount
_____	_____	_____	_____	_____

Description: _____

TOTAL PRICE OF CONTRACT: _____

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price _____

Applicable to following Line Items: 0001, 0002, 0005, 0006, 0007
Applies to Firm-Fixed-Price CLIN(s) only.

B035 CONTRACT TYPE: LABOR- HOUR (FEB 1997) (TAILORED)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) ???? (insert line item number(s)) within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES HOURLY RATE
???? (insert categories and hourly rate(s))

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is ???? (insert ceiling price).

B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997) (TAILORED)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 0003, 0008, (insert line items) within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES HOURLY RATE
???? (insert categories and hourly rate(s). Hourly rates should be shown for each category by Government Fiscal Year, Contractor Fiscal Year or by specific calendar periods)

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is ____ (insert ceiling price)..

Applies to Time-and-Materials CLIN(s) only.

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

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

The total estimated cost of performance is ????? (insert estimated cost)

Applicable to following Line Items: Clin 0004, 0009 (insert line item(s))

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

OTHER CONTRACT CLAUSES IN FULL TEXT

C002 REFERENCE TO SPECIFIC PARAGRAPHS OF THE STATEMENT OF WORK (MAY 1997)

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

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	26	16 MAR 04	Contract Data Requirement List (DD 1423s)
EXHIBIT B	4	16 MAR 04	B-TABLE Pricing
ATTACHMENT 1	9	15 MAR 04	Statement of Objectives
ATTACHMENT 2	1	15 MAR 04	Draft WBS
ATTACHMENT 3	3	16 MAR 04	Support Concept
ATTACHMENT 4	27	3 MAR 04	System Capabilities Document
ATTACHMENT 5	8	4 MAR 04	DD-254 (Security Class Specification)

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

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

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

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

OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997)

Preservation, packaging, packing and marking shall be set forth in the individual order.

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

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

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

OTHER CONTRACT CLAUSES IN FULL TEXT

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, etc.) to the following address:

As specified in each task/delivery order.

(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:

(d) ESC/ACK
50 Griffiss Street
Hanscom AFB, MA 01731-6982

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			ASREQ
	<i>Noun:</i>	COMM SWITCH SUBSYSTEM (CSS) INITIAL PRODUCTION UNITS.				
0002		1	U			ASREQ
	<i>Noun:</i>	DATA FOR CLIN 0001				
0003		1	U			ASREQ
	<i>Noun:</i>	INTEGRATION AND TECHNICAL SUPPORT				
0004		1	U			ASREQ
	<i>Noun:</i>	OTHER DIRECT COSTS (ODC) FROM CLIN 0003				
0005		1	U			ASREQ
	<i>Noun:</i>	MSS CSS PRODUCTION				
0006		1	U			ASREQ
	<i>Noun:</i>	EC3 CSS PRODUCTION				
0007		1	U			ASREQ
	<i>Noun:</i>	CSS READINESS SPARES				
0008		1	U			ASREQ
	<i>Noun:</i>	INTERIM CONTRACT SUPPORT (REPAIR/REPLACEMENT)				
0009		1	U			ASREQ
	<i>Noun:</i>	OTHER DIRECT COSTS (ODC) FROM CLIN 0008				

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)
Applies to Firm-Fixed-Price CLIN(s) only.
52.247-34 F.O.B. DESTINATION (NOV 1991)

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

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-F001 CONTRACT DELIVERY DATES (APR 2003)

CLINs 0001, 0005, 0006 and 0007 - As specified in individual delivery orders and as implemented by Section J, Exhibit B, B-Tables, but in no event shall delivery periods for orders under these CLINs exceed 7 months.

CLIN 0002 - In accordance with Contract Data Requirements List (CDRL) as specified in individual delivery orders.

CLIN 0008 - As specified in individual delivery orders. However, the Government's objective requirement is completion of installation within 12 months.

All other delivery dates are as specified in individual delivery orders.

F002 PERIOD OF PERFORMANCE (FEB 1997) (TAILORED)

The ordering period under this contract shall be from contract award through 60 months after contract award. The potential period of performance under this contract shall be 60 months after contract award.

F003 CONTRACT DELIVERIES (FEB 1997)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

(a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".

(b) "WARO" means "weeks after the effective date for award of the contractual action".

(c) "DARO" means "days after the effective date for award of the contractual action".

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

Delivery address for CSS equipment is as follows:

BAE Systems
Attn: Luther Rose, Project: BCS-M
301-863-1510 or Front Desk 301-863-0800
22810 Three Notch Road
Lexington Park, MD 20653

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

G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997)

Accounting and appropriation data will be set forth on individual orders issued hereunder.

G004 MASSACHUSETTS SALES TAX (MAY 1997)

Massachusetts Sales Tax should NOT be included in prices submitted as sales to the United States Government are exempt from this tax. ESC Massachusetts Exemption No. is E-042-128-085.

G005 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAR 2001) (TAILORED)

Payment for all effort under this contract should be made in the order and amounts shown in the informational subline item(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
???? (insert ACRN, subclin, and total obligated)		

a. This contract will be funded by multiple accounting classification citations. Payment shall be made from ACRNs in alphabetical order (AA,AB,etc). DO NOT USE A PRORATED METHOD to pay, disburse and liquidate funds. Do not liquidate any funds from an ACRN unless the preceding ACRNs have been fully liquidated, or if revised payment instructions are provided per paragraph b. below.

b. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payments instructions are provided as part of a contract modification.

G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997) (TAILORED)

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS

242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is _____ (insert TIN) .

G017 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (IDIQ) (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 FOR EACH ORDER to the Administrative Contracting Officer and to

ESC/JAZ (Patent Council)
Bldg 1120
40 Wright Street
Hanscom AFB, MA 01731-2903.

The ESC/JAZ patent administrator can be reached at (781) 377-4075. This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-H0001 VENDOR WARRANTIES (APR 2003)

- a. The Contractor shall make its best effort to obtain for and on behalf of the Government, through formal written agreements with its subcontractor manufacturers and vendors, warranties certified by such subcontractors and vendors to be at least as favorable as those provided by such manufacturers and vendors to their most favored commercial customers, covering the accessories, components, and items of equipment which are not manufactured by the Contractor.
- b. The Contractor shall promptly advise the Government as to the terms and extent of protection afforded the Government by such warranties obtained.
- c. The Contractor shall administer and enforce, for and on behalf of the Government, all applicable manufacturing/vendor warranties obtained.
- d. The Contractor shall obtain written agreement with respect to all manufacturing/vendor warranties such that, upon completion of this contract, the remaining term of such warranties shall be transferable to Bulgaria for administration and enforcement by Bulgaria.

ESC-H0002 ASSOCIATE CONTRACTOR AGREEMENTS (APR 2003)

The contractor assumes the responsibilities for Naval Air Warfare Center as described elsewhere in this contract. In performance of those responsibilities the contractor agrees to coordinate its activities with various associate contractors, who are or will be identified in Section J, Attachment 10, to assure a timely exchange of data. Accordingly the contractor agrees that:

- (1) It is the contractor's responsibility to request and obtain any and all technical information needed from associate contractors directly from the identified associated contractors.
- (2) The contractor will freely exchange technical information and data, with each associate contractor who shall require such technical information and data in the performance of their efforts. At government conducted meetings, the contractor shall provide appropriate technical information as a participant in such meetings in conjunction with government personnel and other associated contractors. In the event of a disagreement as to what constitutes an exchange of information the matter shall be brought to the attention of the contracting officer for resolution. Technical information and data (including software) to be exchanged shall be no greater than required to be delivered to the Government under this contract and shall be subject to the same limitation restrictions, if any, as imposed on the government in this contract.
- (3) The close interchange with the Associate Contractor(s) may require access to or release of proprietary or limited/restricted rights data. In such event, the contractor shall enter into agreement(s) with the Associate Contractor(s) to adequately protect such data from unauthorized use or disclosure unless it enters public domain. The contractor shall execute written agreements with associate contractor(s) comprising companies, organizations and individuals furnishing proprietary data in support of the JET Program. Copies of all written agreements will be furnished to the contracting officer within 30 days after contract award.
- (4) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.

(2) Identify the program involved and the relevant Government contracts of the associate Contractors.

(3) Describe the associate contractor interfaces by general subject matter.

(4) Specify the categories of information to be exchanged or support to be provided.

(5) Include the expiration date (or event) of the ACA.

(6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

ESC-H0003 TECHNICAL REVIEW (ITSP) (JAN 2003)

(a) The Government has contracted with Titan Corporation, PESystems, and P3I for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of ITSP Role

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

(2) The purpose of the review is to:

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

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

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

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

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

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

ESC-H0004 TECHNOLOGY ENHANCEMENT/REFRESHMENT (MAY 2003)

a. After contract award, the Government may solicit, or the Contractor is encouraged to propose independently, technology enhancements/refreshments to the functional requirements required under this contract. These technology enhancements/refreshments can be used to take advantage of the rapidly advancing technology of industry. The Government desires to avail itself of the best value the Contractor can propose and demonstrate to the satisfaction of the Government, as being functionally equal to or better than products which meet the mandatory

requirements. These changes may be proposed to provide the best value to the Government, e.g., to save money, improve performance, save energy, enhance supportability. Those proposed technology enhancements/refreshments submitted to the Government will be evaluated and authorized by written notice to the Contractor.

b. The following shall be considered for submission by the Contractor with each proposal to allow the Government sufficient information to determine acceptability of each change.

(1) A description of the technical difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages to each.

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on related costs to the Government, such as Government furnished property costs, costs of related items, and costs of maintenance and operation. The Contractor is required to propose exchange/sale values for all Government owned property impacted by the technology enhancement/refreshment proposal.

(5) The proposal should state the date by which the Contractor must start work in order to obtain the maximum benefits. Also, any effect on the contract completion time or delivery schedule shall be identified.

(6) A certification that any new items introduced as a result of the improvement are compatible with other related items on the contract or with interface requirements specified in the contract.

(7) Any other information required by the Contracting Officer to adequately evaluate the proposal.

c. If sufficient for Government evaluation, submission of commercial technical literature is encouraged. Technology enhancement/refreshment proposals submitted to the Contracting Officer will be processed expeditiously. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. Should the Government fail to act on a submission within the Contractor's window of opportunity, the submission shall automatically be withdrawn without prejudice. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.

d. The Contracting Officer may accept any technology enhancement/refreshment proposal submitted pursuant to this clause by giving the Contractor written notice. Unless and until the Contractor receives written notice to incorporate a technology enhancement/refreshment under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

e. The Contractor is requested to identify specifically any information contained in the technology enhancement/refreshment proposal which the Contractor considers confidential and/or proprietary and which the Contractor prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The Contractor is advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

H004 TECHNICAL REVIEW (MITRE) (MAY 1997)

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

(b) Explanation of MITRE Role

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

(2) The purpose of the review is to:

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

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

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

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

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

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

H005 GENERAL SYSTEMS ENGINEERING AND INTEGRATION (GS&I) (MAY 1997)

(a) The Electronic Systems Center (AFMC) has been assigned the responsibility for providing the necessary management surveillance over this program. The Government has entered into a contract with The MITRE Corporation to provide technical services and guidance to the Government program manager on matters pertaining to general systems engineering and integration.

(b) Explanation of MITRE Role.

(1) General Systems engineering and integration is defined as that portion of systems engineering dealing with the overall integration of a system, design compromises among sub-systems, definition of inter and intra-systems interfaces, analysis of sub-systems and participation in system testing all to the extent required to assure that system concept and objectives will be met on schedule and within costs.

(2) To support the systems engineering and integration role, MITRE may be required to review the progress of the Contractor's technical efforts and exchange information on the various technical areas involved.

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

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

(d) The Contractor agrees to cooperate with The MITRE Corporation by permitting MITRE to have access to IR&D reviews conducted for the Government.

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

H023 INDEFINITE QUANTITY (SEP 1997)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in paragraph 2.0 of the attached Statement of Work. The maximum dollar amount the Government may order under this contract is \$14,999,999.00; the minimum amount is \$500,000.00.

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)

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) 1 copy(ies) to: Office of Public Affairs, ESC/PAM, 9 EGLIN ST, HANSCOM AFB, MA 01731-2118
- (b) 1 copy(ies) to: Contracting Officer, ESC/ACK, 50 GRIFFISS ST, HANSCOM AFB, MA 01731
- (c) 1 copy(ies) to: Program Manager, ESC/ACM, 50 GRIFFIS ST, HANSCOM AFB, MA 01731.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: _____ (insert solicitation number)

H081 INCORPORATION OF SUBCONTRACTING PLAN (FEB 2003)

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in _____ (insert proposal number or contract number) dated _____ (insert date) is incorporated herein by reference. The small business goal is _____ (insert goal percentage). The veteran-owned small business goal is _____ (insert goal percentage). The service-disabled veteran-owned small business goal is _____ (insert goal percentage). The HUBzone small business goal is _____ (insert goal percentage). The small disadvantaged business goal is _____ (insert goal percentage). The women-owned small business goal is _____ (insert goal percentage).

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)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) - ALTERNATE I (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(c) Submit the cost portion of the proposal via the following electronic media. In accordance with Section L instructions.
- 52.216-18 ORDERING (OCT 1995)
Para (a), Issued from date is 'date of contract award'
Para (a), Issued through date is '60 months after contract award'
- 52.216-19 ORDER LIMITATIONS (OCT 1995)
Para (a). Insert Dollar amount or quantity. '\$2,500.00'
Para (b)(1). Insert dollar amount or quantity '\$1,000,000.00'
Para (b)(2). Insert dollar amount or quantity. '\$14,999,999.00'
Para (b)(3). Insert number of days. '30'
Para (d). Insert number of days. '15'
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
Para (d), Date is '60 months after contract award'
- 52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- Para (a), Dollar amount is 'to be specified in each task order award with cost type contract line items.'
- 52.222-03 CONVICT LABOR (JUN 2003)
 - 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
 - 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)
 - 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
 - 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)
 - 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
 - 52.229-04 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)
Applies to Firm-Fixed-Price CLIN(s) only.
 - 52.232-01 PAYMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
 - 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)
Applies to Time-and-Materials CLIN(s) only.
 - 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
Applies to Firm-Fixed-Price CLIN(s) only.
 - 52.232-11 EXTRAS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
 - 52.232-17 INTEREST (JUN 1996)
 - 52.232-20 LIMITATION OF COST (APR 1984)
 - 52.232-22 LIMITATION OF FUNDS (APR 1984)
 - 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)
 - 52.233-03 PROTEST AFTER AWARD (AUG 1996)
 - 52.234-01 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
 - 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
 - 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
 - 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
Applies to Time-and-Materials CLIN(s) only.
 - 52.242-13 BANKRUPTCY (JUL 1995)
 - 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)
Applies to Firm-Fixed-Price CLIN(s) only.
 - 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
 - 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987)
 - 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
 - 52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
Applies to Time-and-Materials CLIN(s) only.
 - 52.243-07 NOTIFICATION OF CHANGES (APR 1984)

- 52.244-02 Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
SUBCONTRACTS (AUG 1998)
Para (e), approval required on subcontracts to: 'TBD'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD'
Para (k), Insert subcontracts which were evaluated during negotiations: 'TBD'
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
Applies to Time-and-Materials CLIN(s) only.
- 52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.248-01 VALUE ENGINEERING (FEB 2000)
Para (m). Contract number. 'TBD'
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996)
Applies to Time-and-Materials CLIN(s) only.
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
Applies to Time-and-Materials CLIN(s) only.
- 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)
- 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
- 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)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)
Para (c)(1)(ii). List of Contract Line, Subline, or Exhibit Line Item Nr and Item Description. 'N/A'
Para (c)(1)(iii). Exhibit Nr. or N/A. 'N/A'
Para (c)(1)(iii). CDRL Item Nr. or N/A. 'N/A'
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
- 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)
252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) - ALTERNATE I (APR 2003)
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 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) - ALTERNATE I (JUN 1995)
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)
252.227-7021 RIGHTS IN DATA--EXISTING WORKS (MAR 1979)
252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7034 PATENTS--SUBCONTRACTS (APR 1984)
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)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
252.232-7006 ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2003)
Applies to Time-and-Materials CLIN(s) only.
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
252.242-7005 COST/SCHEDULE STATUS REPORT (MAR 1998)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
Applies to Time-and-Materials CLIN(s) only.
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)
Para (c), List of Class I ODSs. 'None'

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

- 5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998)
Para (a), Paragraph Numbers: 'to be determined prior to task order award'
Para (a), Paragraph Numbers: '?????'
Para (a), Version Number(s): '?????'
Para (a), Dated: '?????'

Para (a), Entitled: '????'
Para (b), Rank order: 'third'

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

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

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

52.252-02 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	26	16 MAR 2004	CONTRACT DATA REQUIREMENTS LIST (DD 1423'S)
EXHIBIT B	4	16 MAR 2004	B-TABLE PRICING
ATTACHMENT 1	9	15 MAR 2004	STATEMENT OF OBJECTIVES
ATTACHMENT 2	1	15 MAR 2004	DRAFT WBS
ATTACHMENT 3	3	16 MAR 2004	SUPPORT CONCEPT
ATTACHMENT 4	27	03 MAR 2004	SYSTEM CAPABILITIES DOCUMENT
ATTACHMENT 5	8	04 MAR 2004	DD-254 (SECURITY CLASS SPECIFICATION)
ATTACHMENT 6	20	16 MAR 2004	SECTION L-III INSTRUCTIONS FOR PROPOSAL PREPARATION
ATTACHMENT 7	7	16 MAR 2004	SECTION M EVALUATION FACTORS FOR AWARD

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

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

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

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

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

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

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN:.....

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other.....

(f) Common parent.

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

Name and TIN of common parent:

Name.....

TIN.....

52.204-05 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.

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334290.

(2) The small business size standard is _____ (insert size standard).

(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.

52.227-06 ROYALTY INFORMATION (APR 1984) - ALTERNATE I (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.

Alternate I (APR 1984). Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date -----
Printed Name and Title -----
Signature -----

(End of identification and assertion)

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

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

252.247-7022 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)
Titan, PE Systems Inc, P3I Inc, Tecolote, and MITRE Corporation.

(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:

Section L Instructions for proposal preparation is listed as attachment 6 in Section J. See HERBB for attachment.

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
Rated Order: 'DO rated order DO-A7'
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Multiple types'
- 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)
- 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 '????'

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
- 252.242-7006 COST/SCHEDULE STATUS REPORT PLANS (MAR 1997)

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

- 5352.215-9006 INTENT TO INCORPORATE CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998)
- 5352.227-9001 QUALIFICATION OF OFFEROR UNDER EXPORT - CONTROLLED RESTRICTED SOLICITATION (AFMC) (JUL 1997)

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

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

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

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

L011 APPLICABLE CLAUSES (MAY 2002)

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

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

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

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

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

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

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

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

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

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

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

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (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.

L046 SUBMISSION OF COST OR PRICING DATA (FEB 2003)

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

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

Section M Evaluation Factors for Award is listed as attachment 7 in Section J. See HERBB for attachment.

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

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

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