

**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 FA8709-04-R-0002	2. (X one)	3. DATE/TIME RESPONSE DUE 22 MAR 2004 3:00 P.M
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

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

- 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.
- 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.
- 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.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including Zip Code)</i> ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 5 EGLIN STREET, BLDG 1612 HANSCOM AFB, MA 01731-2100	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> Successful Completion of Pre-System Development and Demonstration (Pre-SDD) Phase for the Airborne and Maritime/Fixed Station Joint Tactical Radio System (JTRS) Program.
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> 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> ANN MARIE BASTEK	b. ADDRESS <i>(Include Zip Code)</i>
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (781) 377-7512 X	d. E-MAIL ADDRESS Ann.Bastek@hanscom.af.mil
See Block 4	

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	<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"/>	<input type="checkbox"/> e. OTHER <i>(Specify)</i>	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>		

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

11a. COMPANY NAME	b. ADDRESS <i>(Include Zip Code)</i>

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

(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER FA8709-04-R-0002	
DATE (YYYYMMDD) 22 MAR 2004	LOCAL TIME 3:00 P.M

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A7	PAGE OF PAGES 1 35	
2. CONTRACT NO.		3. SOLICITATION NO. FA8709-04-R-0002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05 FEB 2004	
7. ISSUED BY ESC/NIK ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 5 EGLIN STREET, BLDG 1612 HANSCOM AFB, MA 01731-2100 ANN MARIE BASTEK (781) 377-7512 ANN.BASTEK@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. Successful Completion of Pre-System Development and Demonstration (Pre-SDD) Phase for the Airborne and Maritime/Fixed Station Joint Tactical Radio System (JTRS) Program.							
10. FOR INFORMATION CALL:		A. NAME RICHARD F. FOX		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 781 377-6395		C. E-MAIL ADDRESS richard.fox@hanscom.af.mil	
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	24
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
√	C	DESCRIPTION/SPECS./WORK STATEMENT	11	√	J	LIST OF ATTACHMENTS	33
√	D	PACKAGING AND MARKING	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
√	E	INSPECTION AND ACCEPTANCE	13	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	K - 1
√	F	DELIVERIES OR PERFORMANCE	14	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	L - 1
√	G	CONTRACT ADMINISTRATION DATA	17	√	M	EVALUATION FACTORS FOR AWARD	M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS	21				
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 <u>120</u> 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 %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	
	<i>Noun:</i>	SUCCESSFUL COMPLETION OF COMMON JTR SET PRE-SDD	
	<i>ACRN:</i>	9	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A.	The contractor shall successfully complete the Common Joint Tactical Radio (JTR) Set Pre-SDD Phase for the Airborne and Maritime/Fixed Station (AMF) Joint Tactical Radio System (JTRS) program in accordance with Statement of Objectives (SOO), Attachment 1, and the contractor's proposed Statement of Work (SOW), Attachment 2.	
	B.	The Work Breakdown Structure (WBS) (Attachment 9) elements shall apply to this CLIN.	
	C.	Commencement Date: Date of Contract Award (defined as the mailing date of the contract)	
	D.	Completion Date: Successful completion of the Common JTR Set Pre-SDD for the Airborne and Maritime/Fixed Station JTRS Program shall be completed no later than (NLT) fifteen (15) Months After Contract Award (MAC).	
	E.	This CLIN is incrementally funded.	
	F.	This is a Cost Plus Fixed Fee CLIN.	
	G.	Total Estimated Cost: \$_____ TO BE PROPOSED BY OFFEROR	
	H.	Fixed Fee: \$_____ TO BE PROPOSED BY OFFEROR	
	(NOTE:	It is recommended that this dollar amount be no more than 7% of the proposed Total Estimated Cost in paragraph G.)	
	I.	The total amount of CLIN 0001 shall be funded 100% by Air Force Airborne and Navy Maritime/Fixed Station.	

000101	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA AA	
	<i>Descriptive Data:</i>	Maritime/Fixed Station Requirements for FY 04 Funding/Payment Breakout. See Section G for payment instructions.	

000102	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AB AB	
	<i>Descriptive Data:</i>	Maritime/Fixed Station Requirements for FY 05 Funding/Payment Breakout. See Section G for payment instruction.	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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000103

Noun: Funding Info Only
ACRN: AC AC
Descriptive Data:
 Air Force Airborne Requirements for FY 04 Funding/Payment Breakout. See Section G for payment instructions.

000104

Noun: Funding Info Only
ACRN: AD AD
Descriptive Data:
 Air Force Airborne Requirements for FY 05 Funding/Payment Breakout. See Section G for payment instructions.

0002

1

Lot

Noun: COMPLETION OF PRE-SDD FOR AIRBORNE ANCILLARY DESIGN(S) AND AIRBORNE NETWORK
ACRN: 9
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:
 A. The contractor shall successfully complete the Airborne Ancillary Design(s) and Airborne Network Architecture for Pre-SDD Phase of AMF Joint Tactical Radio System (JTRS) in accordance with SOO, Attachment 1, and the contractor's proposed SOW, Attachment 2.
 B. The Work Breakdown Structure (WBS), Attachment 9, elements shall apply to this CLIN.
 C. Commencement Date: Date of Contract Award (defined as the mailing date of the contract)
 D. Completion Date:
 Successful completion of the Airborne Ancillary Design(s) and Airborne Network Architecture for Pre-SDD Phase of AMF JTRS shall be completed NLT fifteen (15) MAC.
 E. This CLIN is incrementally funded.
 F. This is a Cost Plus Fixed Fee CLIN.
 G. Total Estimated Cost: \$_____ TO BE PROPOSED BY OFFEROR
 H. Fixed Fee: \$_____ TO BE PROPOSED BY OFFEROR
 (NOTE: It is recommended that this dollar amount be no more than 7% of the proposed Total Estimated Cost in paragraph G.)

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
000201	<p><i>Noun:</i> Funding Info Only</p> <p><i>ACRN:</i> AC AC</p> <p><i>Descriptive Data:</i> Air Force Airborne Requirements for FY 04 funding/payment breakout. See Section G for payment instructions.</p>		
000202	<p><i>Noun:</i> Funding Info Only</p> <p><i>ACRN:</i> AD AD</p> <p><i>Descriptive Data:</i> Air Force Airborne Requirements for FY 05 funding/payment breakout. See Section G for payment instructions.</p>		
0003	<p><i>Noun:</i> SUCCESSFUL COMPLETION OF MARITIME/FIXED STATION ANCILLARY DESIGN(S)</p> <p><i>ACRN:</i> 9</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> A. The contractor shall successfully complete the Pre-SDD Maritime/Fixed Station Ancillary Design(s) for Pre-SDD Phase of AMF Joint Tactical Radio System (JTRS) in accordance with SOO, Attachment 1, and the contractor's proposed SOW, Attachment 2. B. The Work Breakdown Structure (WBS) Attachment 9 elements shall apply to this CLIN. C. Commencement Date: Date of Contract Award (defined as the mailing date of the contract) D. Completion Date: Successful completion of the Pre-SDD Maritime/Fixed Station Ancillary Design(s) for Pre-SDD Phase of AMF JTRS shall be completed NLT fifteen (15) MAC. E. This CLIN is incrementally funded. F. This is a Cost Plus Fixed Fee CLIN. G. Total Estimated Cost: \$_____ TO BE PROPOSED BY OFFEROR H. Fixed Fee: \$_____ TO BE PROPOSED BY OFFEROR (NOTE: It is recommended that this dollar amount be no more than 7% of the proposed Total Estimated Cost in paragraph G.)</p>	1 Lot	_____
000301	<p><i>Noun:</i> Funding Info Only</p> <p><i>ACRN:</i> AA AA</p> <p><i>Descriptive Data:</i> Maritime/Fixed Station Requirements for FY 04 funding/payment breakout. See Section G for payment instructions.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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000302

Noun: Funding Info Only
ACRN: AB AB
Descriptive Data:
 Maritime/Fixed Station Requirements for FY 05 funding/payment breakout. See Section G for payment instructions.

0004

	1	
	Lot	

Noun: PRE-SDD OF SERVICE INTEGRATION KITS FOR MARITIME/FIXED STATION
ACRN: 9
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
 A. The contractor shall successfully complete Pre-SDD Phase of Service Integration Kits (SIK) for Maritime/Fixed Station in accordance with SOO, Attachment 1, and the contractor's proposed SOW, Attachment 2.
 B. The Work Breakdown Structure (WBS) Attachment 9 elements shall apply to this CLIN.
 C. Commencement Date: Date of contract award (defined as the Mailing Date of the contract)
 D. Completion Date:
 Successful completion of Pre-SDD of Service Integration Kits (SIK) for Maritime/Fixed Station shall be completed NLT fifteen (15) MAC.
 E. This CLIN is incrementally funded.
 F. This is a Cost Plus Fixed Fee CLIN.
 G. Total Estimated Cost: \$_____ TO BE PROPOSED BY OFFEROR
 H. Fixed Fee: \$_____ TO BE PROPOSED BY OFFEROR
 (NOTE: It is recommended that this dollar amount be no more than 7% of the proposed Total Estimated Cost in paragraph G.)

000401

Noun: Funding Info Only
ACRN: AA AA
Descriptive Data:
 Service Integration Kits (SIK) for Maritime/Fixed Station Requirements for FY04 funding/payment breakout. See Section G for payment instructions.

000402

Noun: Funding Info Only
ACRN: AB AB
Descriptive Data:
 Service Integration Kits (SIK) for Maritime/Fixed Station Requirements for FY05 funding/payment breakout. See Section G for payment instructions.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005		1	_____
		Lot	_____
	<i>Noun:</i>	ENGINEERING STUDIES AND SUPPORT	
	<i>ACRN:</i>	9	
	<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.	This is a Time and Material - Labor Hour (T&M - LH) CLIN.	
	B.	The Work Breakdown Structure (WBS), Attachment 9, elements shall apply to this CLIN.	
	C.	The ceiling price of this CLIN is \$3,000,000.00.	
	D.	Engineering Studies and support shall be processed in accordance with Special Provision ESC-H004 entitled Task Requirements Notices - Time and Materials (NOV 2003) and B036 entitled Contract Type: Time-and-Materials (FEB 1997)(Tailored).	
0006		1	_____
		Lot	_____
	<i>Noun:</i>	DATA FOR CLINS 0001 THRU 0005 AND OPTION CLINS 0007 AND 0008	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A.	Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423.	
	B.	Place of delivery is the Addressee(s) on Exhibit A.	
	C.	Completion Date: As required in accordance with Exhibit A.	
	D.	This CLIN is Not Separately Priced (NSP). Cost/price is included in CLINs 0001, 0002, 0003, and 0005, and Option CLINs 0007 and 0008, if Option CLINs are exercised.	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0007	OPTION CLIN (supply)		
	<p><i>Noun:</i> SUCCESSFUL INCLUSION OF NAVY-UNIQUE REQUIREMENTS IN COMMON JTR SET</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A. The contractor shall successfully include the Navy-unique requirements into the Common Joint Tactical Radio (JTR) Set Pre-SDD Phase in accordance with SOO, Attachment 1, and the contractor's proposed SOW, Attachment 2.</p> <p>B. The Work Breakdown Structure (WBS), Attachment 9, elements shall apply to this CLIN.</p> <p>C. Option Exercise Date: Option CLIN 0007 shall be exercised at Date of Contract Award (defined as the mailing date of the contract)</p> <p>D. Completion Date: Successful inclusion of the Navy-unique requirements into the Common JTR Set Pre-SDD shall be completed NLT fifteen (15) MAC.</p> <p>E. This CLIN is incrementally funded.</p> <p>F. This is a Cost Plus Fixed Fee CLIN.</p> <p>G. Total Estimated Cost: \$_____ TO BE PROPOSED BY OFFEROR</p> <p>H. Fixed Fee: \$_____ TO BE PROPOSED BY OFFEROR</p> <p>(NOTE: It is recommended that this dollar amount be no more than 7% of the proposed Total Estimated Cost in paragraph G.)</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0008	OPTION CLIN (supply)		
	<p><i>Noun:</i> SUCCESSFUL COMPLETION OF NAVY AIRBORNE UNIQUE ANCILLARY DESIGN(S) FOR PRESDD</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A. The contractor shall successfully complete the Navy Airborne Unique Ancillary Design(s) for Pre-SDD Phase for the JTRS in accordance with Department of Navy, Chief of Naval Operations (N78) Letter, SER N780G3/3U634066, Subject: Navy Airborne JTRS Operational Requirements dated 19AUG2003, Attachment 21; SOO, Attachment 1; and the contractor's proposed SOW, Attachment 2.</p> <p>B. The Work Breakdown Structure (WBS) Attachment 9 elements shall apply to this CLIN.</p> <p>C. Option exercised date: Option CLIN 0008 shall be exercised at date of contract award (defined as the mailing date of the contract).</p> <p>D. Completion Date: Successful completion of the Navy Airborne Unique Ancillary Design(s) for Pre-SDD shall be completed NLT fifteen (15) MAC.</p> <p>E. This CLIN is incrementally funded.</p> <p>F. This is a Cost Plus Fixed Fee CLIN.</p> <p>G. Total Estimated Cost: \$_____ TO BE PROPOSED BY OFFEROR</p> <p>H. Fixed Fee: \$_____ TO BE PROPOSED BY OFFEROR</p> <p>(NOTE: It is recommended that this dollar amount be no more than 7% of the proposed Total Estimated Cost in paragraph G.)</p>		

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

OTHER CONTRACT CLAUSES IN FULL TEXT

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 0005 within the performance period specified in Section F. The period of performance for each individual task requirements notice shall be identified in each task requirements notice. In performance of this CLIN, 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

X (Offeror to insert categories and hourly rate(s)). Hourly rates should be shown for each category by Contractor Fiscal Year.

(b) The total ceiling amount that the Government can order under CLIN 0005 is \$3,000,000.00. For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the specific not-to-exceed ceiling for each task requirements notice will be identified in each individual task requirements notice.

(c) In addition to paragraphs (a) & (b) above applying T&M CLIN 0005, Special Provision ESC-H004 Task Requirements Notice - Time and Materials (NOV 2003) also applies.
Applies to Time-and-Materials CLIN(s) only.

B054 IMPLEMENTATION OF LIMITATION OF FUNDS (FEB 2003) (TAILORED)

(a) The sum allotted to this contract and available for payment of costs under CLINs 0001, 0002, 0003, 0004 and 0006, Option CLINs 0007 and 0008 if Option CLINs are exercised through "Date of Contract Award" (defined as the mailing date of the contract) in accordance with the clause in Section I entitled "Limitation of Funds" is TBD (insert dollar amount).

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of TBD is obligated for payment of fee for work completed under CLINs 0001, 0002, 0003, 0004 and 0006 and Option CLINs 0007 and 0008 if Option CLINs are exercised.
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

B058 PAYMENT OF FEE (CPFF) (FEB 2003) (TAILORED)

A. The estimated cost and fee for CLINs 0001, 0002, 0003, 0004 and 0006 are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost: \$ _____ (TO BE PROPOSED BY OFFEROR)
Fee: \$ _____ (TO BE PROPOSED BY OFFEROR)

(NOTE: It is recommended that this dollar amount be no more than 7% of the estimated cost).

B. The estimated cost and fee for Option CLINs 0007 and 0008 if option CLINs are exercised are shown below. The applicable fixed fee set forth may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular

installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost: \$ _____ (TO BE PROPOSED BY OFFEROR)

Fee: \$ _____ (TO BE PROPOSED BY OFFEROR)

(NOTE: It is recommended that this dollar amount be no more than 7% of the estimated cost).
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

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

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

CONTRACT LINE ITEM NUMBERS (CLINs)	DESCRIPTION/SPECIFICATIONS
0001, 0002, 0003 & 0004 (Option CLINs 0007 & 0008 if Option CLINs are exercised)	Statement of Objectives (SOO), the Contractor's Proposed Statement of Work for the Successful Completion of Airborne and Maritime/Fixed Station Pre-SDD for Joint Tactical Radio System (JTRS) and Department of Navy, Chief of Naval Operations (N78) Letter, SER N780G3/3U634066, Subject: Navy Airborne JTRS Operational Requirements
0005	See individual Task Requirement Notices (TRNs)
0006	Contract Data Requirements List (CDRL), Exhibit A

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

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

5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING (AFMC) (JAN 2000)

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)
Title, number (if any), date, and tailoring (if any) of the higher-level quality standards: 'ISO 9001'

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

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

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

OTHER CONTRACT CLAUSES IN FULL TEXT

E005 INSPECTION AND ACCEPTANCE (MAR 1998) (TAILORED)

a. Line Items 0001, 0002, 0003 and 0004 and Option CLINs 0007 and 0008 if Option CLINs are exercised - Inspection and acceptance at ESC/NI4, 5 Eglin Street, Bldg 1612, 1st Floor, Hanscom AFB, MA 01731-2100. The contractor shall prepare and submit a final DD 250, Material Inspection and Receiving Report at the completion of the Pre-SDD effort.

b. Line Item 0005 - Inspection and acceptance shall be identified in the individual task requirements notice when the individual task requirements notice is awarded.

c. Line Item 0006 - The data shall be delivered F.O.B. Destination to the office(s) specified in Block 14 of Exhibit A, DD Form 1423, and inspected and accepted at ESC/NI4, 5 Eglin Street, Bldg 1612, 1st Floor, Hanscom AFB, MA 01731-2100. The Contractor shall prepare and submit a final DD Form 250, Material Inspection and Receiving Report, on a one-time basis, collectively accounting for all completed items called for under Exhibit A, which called for submission of data with a letter of transmittal. The DD Form 250 shall be submitted with the last item required to be delivered.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	FA8709			ASREQ
	<p><i>Noun:</i> SUCCESSFUL COMPLETION OF COMMON JTR SET PRE-SDD</p> <p><i>ACRN:</i> 9</p> <p><i>Descriptive Data:</i> Period of Performance for the entire effort shall be fifteen (15) MAC.</p>					
0002		1	FA8709			ASREQ
	<p><i>Noun:</i> COMPLETION OF PRE-SDD FOR AIRBORNE ANCILLARY DESIGN(S) AND AIRBORNE NETWORK</p> <p><i>ACRN:</i> 9</p> <p><i>Descriptive Data:</i> Period of Performance for the entire effort shall be fifteen (15) MAC.</p>					
0003		1	FA8709			ASREQ
	<p><i>Noun:</i> SUCCESSFUL COMPLETION OF MARITIME/FIXED STATION ANCILLARY DESIGN(S)</p> <p><i>ACRN:</i> 9</p> <p><i>Descriptive Data:</i> Period of Performance for the entire effort shall be fifteen (15) MAC.</p>					
0004		1	FA8709			ASREQ
	<p><i>Noun:</i> PRE-SDD OF SERVICE INTEGRATION KITS FOR MARITIME/FIXED STATION</p> <p><i>ACRN:</i> 9</p> <p><i>Descriptive Data:</i> Period of performance for the entire effort shall be fifteen (15) MAC.</p>					
0005		1	FA8709			ASREQ
	<p><i>Noun:</i> ENGINEERING STUDIES AND SUPPORT</p> <p><i>ACRN:</i> 9</p> <p><i>Descriptive Data:</i> The period of performance for each individual TRN shall be identified in each TRN.</p>					

<u>ITEM</u>	<u>SUPPLIES SCHEDULE DATA</u>	<u>QTY</u>	<u>SHIP TO</u>	<u>MARK FOR</u>	<u>TRANS PRI</u>	<u>DATE</u>
0006		1	FA8709			ASREQ

Noun:

DATA FOR CLINS 0001 THRU 0005 AND OPTION
CLINS 0007 AND 0008

Descriptive Data:

Deliver data in accordance with Exhibit A, Individual sequence numbers, Contract Data Requirements List (CDRL), DD Form 1423.

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.242-15 STOP-WORK ORDER (AUG 1989)
Applies to Time-and-Materials CLIN(s) only.
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.247-34 F.O.B. DESTINATION (NOV 1991)

<u>ACRN</u>	<u>Appropriation/Lmt Subhead/Supplemental Accounting Data</u>	<u>Obligation Amount</u>
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AA

17 41319 55HK 252 EA179 0 068342 2D 030730 001000

Descriptive data:

Maritime/Fixed Station Requirements for FY 04.

COMPLETE

AB

17 51319 55HK 252 EA179 0 068342 2D 030730 001000

Descriptive data:

Maritime/Fixed Station Requirements for FY 05.

COMPLETE

AC

57 43600 294 3650 655068 000000 00000 64280F 503000 F78100

Descriptive data:

Air Force Airborne Requirements for FY 04.

COMPLETE

AD

57 53600 295 3650 600000 000000 00000 000000 000000 F78100

Descriptive data:

Air Force Airborne Requirements for FY 05.

COMPLETE

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

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-G001 ADMINISTRATIVE INFORMATION (NOV 2003)

1. Administrative Information:

- a. Contracting Officer Representative: Ann Marie Bastek
- b. Contracting Officer: Richard F. Fox
- c. Office Symbol of Purchasing Officer: ESC/NIK
- d. Telephone Number: (781) 377-6395
- e. Facsimile Number: (781) 377-2657
- f. Internet Address: Richard.Fox@hanscom.af.mil; Ann.Bastek@hanscom.af.mil

2. Instructions Regarding Patent Clause

The ACO will forward all documentation (reports, invention disclosures, notices, requests) and other information concerning patents to the following addressee:

ESC/JAZ (Patent Counsel)
40 Wright Street, Bldg 1120
Hanscom AFB, MA 01731

3. Transportation Office: Transportation Officer

Offerors are required to provide the name and contact information for their transportation officer.

4. Submit Invoices/Vouchers

Offerors are required to provide information on where to submit invoices/vouchers.

ESC-G002 INCREMENTAL FUNDING WITH SCHEDULE (NOV 2003)

It is anticipated that funding for this contract will be provided in accordance with the following schedule:

Award through "TBD" Months After Contract *

"TBD" Months through contract completion

This clause is provided as supplemental information. The contractor should expend funds in accordance with FAR Clause 52.232-22 in Section I.

* Per the contracting officer, "TBD" will be determined prior to award once the money and amounts are known.

ESC-G003 REMITTANCE ADDRESS (JAN 2003)

Remittance Address:

- a. For regular mail: To be provided by offeror
- b. For electronic funds and bank wire: To be provided by offeror

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

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF-1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The contractor shall submit invoices and any necessary supporting documentation, in an original and 3 copies, to the contract auditor at the following address:

TBD

unless Task Direction Letters are applicable, in which invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to:

Electronic Systems Center
5 Eglin Street, Bldg 1612
Hanscom AFB, MA 01731-2100
ATTN: ESC/NIX4 (Jen Lemay)
(781) 377-5453

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each Task Direction Letter. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- 1) Contract Line Item Number (CLIN)
- 2) Subline Item Number (SLIN)
- 3) Accounting Classification Reference Number (ACRN)
- 4) Payment Terms
- 5) Procuring Activity
- 6) Date supplies provided or services performed
- 7) Costs incurred and allowable under the contract
- 8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report"

is required with each invoice summittal
 is required only with the final invoice
 is not required.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999) (TAILORED)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer, and to ESC/JAZ (Patent Counsel), 40 Wright Street, Building 1120, Hanscom AFB, MA 01731-2903. The ESC/JAZ patent administrator can be reached at (781) 377-4074. This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998) (TAILORED)

In accordance with FAR 52.204-03, Taxpayer Identification Number is TO BE PROVIDED BY THE OFFEROR.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-H002 LIMITATION ON SOURCES (NOV 2003)

NOTE: Compliance with this clause is not required in Pre-SDD; however, this clause shall be applicable to any subsequent SDD contract.

The AMF JTRS Program requires a minimum of two sources for each JTR form factor and associated ancillary equipment being engineered under this effort, exclusive of Service Integration Kits. The benefits of this multiple sourcing include future economic and technological competition and increased production capacity. To assure that the Prime Systems Contractor's system engineering decisions remain objective, the Prime System Contractor is precluded from being the source of any JTR component to be delivered under this contract, except when the Contracting Officer, on a case-by-case basis, grants in writing any deviation from the exclusion subsequent to contract award.

ESC-H003 TECHNICAL REVIEW BY LINCOLN LABORATORIES AND THE MITRE CORPORATION (NOV 2003)

a. The Government has contracted with Lincoln Laboratories and 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 Lincoln Laboratories and the MITRE Corporation 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 affected 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 Lincoln Laboratories and 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) Lincoln Laboratories and the MITRE Corporation has agreed not to engage in the manufacture or 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 Lincoln Laboratories and the MITRE Corporation, by engaging in technical discussions with Lincoln Laboratories and the MITRE Corporation personnel, and permitting Lincoln Laboratories and the MITRE Corporation 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 affected only by the written direction of the Contracting Officer.

ESC-H004 TASK REQUIREMENTS NOTICE - TIME AND MATERIALS (NOV 2003)

[Applicable to CLIN 0005]

(a) Task requirements will be defined by issuance of a Task Requirement Notice on a labor hour basis. For purposes of CLIN 0005 labor, material, travel and subsistence are included. The CO is the only individual authorized to issue Task Requirement Notices under this contract.

(b) The Contractor shall furnish all the necessary qualified personnel in accordance with the Task Requirement Notice. The quantities of services shall be defined in each Task Requirement Notice.

(c) It is understood and agreed that the Contractor shall use, in the performance of the contract, the labor categories and hours specified in each Task Requirement Notice and shall be paid at the labor rates for each specified labor category set forth in Section B Clause B036 to the contract. The Contractor shall only be reimbursed for the hours expended for actual performance of the services ordered under the individual Task Requirements Notice. In the event that the Contractor is required to travel outside of their home territory to perform the services ordered, the Contractor will be entitled to reimbursement of the traveling costs as set forth in the individual Task Requirement Notice.

(d) The labor categories and hours specified in each Task Requirement Notice represent the best estimate of the level of effort and labor category mix necessary to perform the effort described in each Task Requirement Notice. To enhance flexibility during performance and allow the Contractor to determine the optimum labor mix for the Task Requirement Notice, the Contractor may, without notice to the Government, increase or decrease the number of hours for each category specified in the Task Requirement Notice by no more than ten percent (10%). These adjustments are allowable, however, only to the extent that the ceiling value of each Task Requirement Notice and the total number of hours of each labor category specified in the Contract Schedule are not exceeded.

(e) Within thirty (30) days after the completion of each Task Requirements Notice, an authorized representative of the Contractor shall certify, in writing to the CO (with a copy to the ACO), the number of hours used in each labor category and all cost-reimbursement expenditures incurred in the performance of the Task Requirements Notice. This certification will also identify who performed the labor, i.e., the prime contractor or a specified subcontractor. In the event that the Contractor expends fewer hours than set forth in any individual Task Requirements Notice, upon completion of the Task Requirements Notice effort, the ceiling value of that Task Requirements Notice shall be adjusted downward (closeout) to reflect the actual number of hours expended.

(f) Notwithstanding any other provision, the Contractor shall maintain sufficient accounting records for verification of the number of hours and categories of labor actually expended in performing each Task Requirements Notice under this contract. It is further understood and agreed that these accounting records shall be available for Government review during the performance of the contract and until three (3) years after final payment under the contract. In the event that subcontract labor is included in the labor effort contained in subparagraph (c) above, the records provisions of this subparagraph shall be included in all applicable subcontracts.

(g) Payment under Labor Hour CLIN of this contract will be in accordance with FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS, for labor hours actually expended in performance of Task Requirements Notices (including Contractor assistance in the preparation of Task Requirements Notices as may be requested by the Government), up to the ceiling of each Task Requirement Notice issued. Vouchers may be submitted on a monthly basis. Payment for the actual performance in each individual Task Requirement Notice will be at the rates established in Section B, Clause B036 "Contract Type: Time and Materials". Withholding of amounts otherwise due and payable as contemplated by FAR 52.232-7 will apply to the total contract labor-hour CLIN and not to the individual Task Requirement Notice. Withholding shall not exceed \$50,000.00 for the entire CLIN, regardless of the number of Task Requirement Notices issued against the contract, and will apply to the first orders and continue until the maximum withholding amount is reached. To facilitate closeout of early Task Requirement Notices, the amount withheld may be transferred to any subsequent active Task

Requirement Notice. "Ceiling price," as used in this clause, applies to both the not-to-exceed value of each Task Requirement Notice and the ceiling price set forth in the Contract Schedule for CLIN in the aggregate. The notice required by paragraph c. of FAR 52.232-7 may be provided by Contractor letter to the Contracting Officer.

ESC-H007 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (C-719) (NOV 2003)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

ESC-H088 POINTS OF CONTACT (NOV 2003)

The Contracting Officer (CO) Mr. Richard Fox and the Contract Specialist (CS) Ms. Ann Marie Bastek are the sole points of contact for this acquisition. The CO can be contacted telephonically at (781) 377-6395, by fax at (781) 377-2657 or by email at richard.fox@hanscom.af.mil. The CS can be contacted telephonically at (781) 377-7512, by fax at (781) 377-2657 or by email at ann.bastek@hanscom.af.mil.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: FA8709-04-R-0002

H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003) (TAILORED)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

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

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

Database_Version: 6.0.X.300; Issued: 2/2/2004; Clauses: ; FAR: FAC 2001-19; DFAR: DCN20040113; DL: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2003-1105; IPN: 98-009

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (DEC 2001)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media:
'electronic cost format spreadsheets'
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.216-08 FIXED FEE (MAR 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 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) - ALTERNATE II (OCT 2001)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- Para (a), Dollar amount is 'zero'
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.222-03 CONVICT LABOR (JUN 2003)
52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26 EQUAL OPPORTUNITY (APR 2002)
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02 PRIVACY ACT (APR 1984)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
52.227-01 AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03 PATENT INDEMNITY (APR 1984)
52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-11 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)
Para (l), Communications: 'Complete according to agency instructions'
52.227-12 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)
para (l), insert agency instructions for communications 'See Section G, G014'
52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)
Applies to Time-and-Materials CLIN(s) only.
52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17 INTEREST (JUN 1996)
52.232-22 LIMITATION OF FUNDS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (OCT 2003) - ALTERNATE I (FEB 2002)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03 PROTEST AFTER AWARD (AUG 1996)
Applies to Time-and-Materials CLIN(s) only.
52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
52.234-01 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987)
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)

- 52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
Applies to Time-and-Materials CLIN(s) only.
- 52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '10'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30'
- 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'
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996)
Applies to Time-and-Materials CLIN(s) only.
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 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)
- 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV
2003)
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
- 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.225-7001 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)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
- 252.227-7030 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)
- 252.234-7001 EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)
Para (f), Subcontractors selected for application of EVMS: 'TBD'
- 252.235-7001 INDEMNIFICATION UNDER 10 U.S.C. 2354--COST REIMBURSEMENT (DEC 1991)
- 252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 252.242-7005 COST/SCHEDULE STATUS REPORT (MAR 1998)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
- 252.246-7001 WARRANTY OF DATA (DEC 1991)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
- 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'
- 5352.223-9003 ENHANCED SECURITY OF PRODUCTS (NOV 2002)
Line item number(s). '0001, 0002, 0003 and 0004, Option CLINs 0007 and 0008 if Option CLINs are exercised'
Identify where security requirements are specified; i.e., SOW, 'SOO'

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

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

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

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) (TAILORED)

(a) The Air Force has entered into contracts with

Dynamics Research Corporation
60 Frontage Road
Andover, MA 01810
POC: Joseph Magnone
Ph: (978) 475-9090 x1832

ACS Defense, Incorporated
5 Burlington Woods
Burlington, MA 01803
POC: Roger Goudreau
Ph: (781) 272-7910

ARINC, Incorporated
70 Westview Street
Lexington, MA 02173
POC: John Orr
Ph: (781) 860-4501

Tecolote Research, Incorporated
54 Middlesex Turnpike
Bedford, MA 01730
POC: Ronald Bowen
Ph: (781) 275-3014 x606

BTAS, Incorporated
3572 Dayton-Xenia Road
Suite 210
Beavercreek, OH 45432
POC: John Sotman
Ph: (937) 431-9431

MCR Federal, Incorporated
175 Middlesex Turnpike

Bedford, MA 01730
POC: Paul Marston
Ph: (781) 687-9000

MATCOM
420 Bedford Street
Suite 140
Lexington, MA 02420
POC: Steve Chimelski
Ph: (781) 861-8707

Odyssey Systems Consulting Group, Ltd
201 Edgewater Drive
Suite 270
Wakefield, MA 01880
POC: Michael Sweat
Ph: (781) 245-0111

Titan Systems Corporation
700 Technology Park Drive
Billerica, MA 01821
POC: Bill Flanagan
Ph: (978) 663-6600

Oasis Systems, Inc.
34 Crosby Drive
Bedford, MA 01730
POC: Rosemary Koch
Ph: (781) 271-9444

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

(b) The National Security Agency (NSA) entered into contracts with

Booz Allen Hamilton
900 Elkridge Landing Road
Suite 100
Linthicum, MD 21090
POC: Robin Guthrie
Ph: (301) 543-4533

The Titan Corporation
7480 Candlewood Road
Hanover, MD 20701
POC: Kathleen Morris
Ph: (410) 694-4912

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

(c) The Space and Naval Warfare Systems Command entered into contracts with

Booz Allen Hamilton
1615 Murray Canyon Road
San Diego, CA 92108
POC: Scott Terry
Ph: (619) 725-6864

GRD
350 So. Main Street, Suite 207
Doylestown, PA 18901
POC: Tom Giocoponello
Ph: (215) 230-5581

Tele-Consultants, Inc.
5333 San Diego Mission Road # 110
San Diego, CA 92108
POC: Dan Brothers
Ph: (619) 688-5161

Scientific Research Corporation (SRC)
2300 Windy Ridge Parkway
Suite 400 South
Atlanta, GA 30330
POC: Michael Gmitro
Ph: (843) 218-7208

INDUS Technology, Inc.
2243 San Diego Avenue
San Diego, CA 92110
POC: Kevin Lover
Ph: (858) 537-0553

Science Applications International Corporation (SAIC)
4015 Hancock Street
San Diego, CA 92110
POC: Raymond Moberly
Ph: (619) 533-8053

SFA
2727 Camino Del Rio South, Suite 104
San Diego, CA 92018
POC: Scott Miller
Ph: (619) 683-7449

Titan
2457 W. Aviation Avenue
N. Charleston, SC 29406-4934
POC: Dave Kalin
Ph: (843) 824-2227

Nathan Kunes Incorporated
155 Alameda Blvd
San Diego, CA 92118
POC: David Kunes
Ph: (619) 553-7134

Maxim Systems, Inc.
1455 Frazee Road, Suite 100
San Diego, CA 92109-4302
POC: Rodney George
Ph: (619) 574-2400

At the present time, these Navy support contractors are listed for informational and planning purposes. These contractors will be considered formally added once the Navy completes its internal procedures to approve the use of these support contractors.

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

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

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

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

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

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

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

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

C. OTHER CONTRACT CLAUSES IN FULL TEXT

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

FAR 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	42	28 JAN 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423
ATTACHMENT 1	16	28 JAN 2004	STATEMENT OF OBJECTIVES (SOO) FOR THE AIRBORNE AND MARITIME/FIXED STATION JOINT TACTICAL RADIO SYSTEM PRE-SYSTEM DEVELOPMENT AND DEMONSTRATION PHASE
ATTACHMENT 2	TBD		STATEMENT OF WORK (SOW) FOR THE AIRBORNE AND MARITIME/FIXED STATION JOINT TACTICAL RADIO SYSTEM PRE-SYSTEM DEVELOPMENT AND DEMONSTRATION PHASE
ATTACHMENT 3	TBD		INTEGRATED MASTER SCHEDULE FOR THE AIRBORNE AND MARITIME/FIXED STATION JOINT TACTICAL RADIO SYSTEM PRE-SYSTEM DEVELOPMENT AND DEMONSTRATION PHASE
ATTACHMENT 4	140	09 APR 2003	JTRS JOINT ORD VERSION 3.2
ATTACHMENT 5	8	17 DEC 2003	AIRBORNE AND MARITIME/FIXED STATION JTRS COST FORMATS (EXCEL WORKBOOK CONSISTING OF 8 WORKSHEETS)
ATTACHMENT 6	204	22 DEC 2003	SERVICE MIGRATION PLANS FOR JTRS (AVAILABLE IN BIDDER'S LIBRARY AND LIVELINK)
ATTACHMENT 7	68	29 NOV 2001	WNW FUNCTIONAL DESCRIPTION DOCUMENT (FDD), VERSION 2.21
ATTACHMENT 8	229	01 JUN 2002	JTRS JOINT CONCEPT OF OPERATIONS (CONOPS) VERSION 3.0, FOR OFFICIAL USE ONLY (FOUO) (01JUN02), AND DRAFT JOINT JTRS NETWORK CONOPS VERSION 4.0 (BOTH AVAILABLE IN BIDDER'S LIBRARY AND LIVELINK)
ATTACHMENT 9	1	17 DEC 2003	WORK BREAKDOWN STRUCTURE
ATTACHMENT 10	6	28 JAN 2004	PAST PERFORMANCE INFORMATION AND QUESTIONNAIRE
ATTACHMENT 11	TBD		SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT 12	8	07 JAN 2004	AIRBORNE AND MARITIME/FIXED STATION JOINT TACTICAL RADIO SYSTEM GLOSSARY
ATTACHMENT 13	9	03 DEC 2003	DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254 (DISTRIBUTION LIMITED TO PCO, ACO AND CONTRACTOR ONLY)

ATTACHMENT 14	34	15 JUL 2003	AIRBORNE AND MARITIME/FIXED STATION JTRS SECURITY CLASSIFICATION GUIDES (AVAILABLE IN BIDDER'S LIBRARY AND LIVELINK)
ATTACHMENT 15	74	01 DEC 2002	AF C2 ENTERPRISE TECHNICAL REFERENCE ARCHITECTURE, VERSION 3.0 - 14
ATTACHMENT 16	863	17 NOV 2001	MSRC-5000 SOFTWARE COMM ARCHITECTURE (SCA), SPEC, APPENDICES, AND SUPPLEMENTS, VER. 2.2 (AVAILABLE IN LIVELINK OR DOWNLOAD AT: "HTTP://JTRS.ARMY.MIL)
ATTACHMENT 17	40	18 DEC 2003	TELECOMMUNICATIONS SECURITY REQUIREMENTS DOCUMENT (TSRD) FOR THE AMF TSRD NO. 03-16, FOUO (AVAILABLE IN BIDDER'S LIBRARY AND LIVELINK)
ATTACHMENT 18	979	02 JUL 2003	INTERFACE CONTROL DRAWINGS FOR THE RT-1851(C)/ARC RECEIVER-TRANSMITTER, REV-, P/N 963-1910-001 (AVAILABLE IN BIDDER'S LIBRARY AND LIVELINK)
ATTACHMENT 19	7	17 DEC 2003	WORK BREAKDOWN STRUCTURE DICTIONARY FOR THE AIRBORNE AND MARITIME/FIXED STATION JOINT TACTICAL RADIO SYSTEM
ATTACHMENT 20	101	07 JUL 2003	SYSTEM SEGMENT SPECIFICATION - ARC 210 RT-1851(C)/ARC RECEIVER-TRANSMITTER, REV A, P/N 987-2574-001 (AVAILABLE IN BIDDER'S LIBRARY AND LIVELINK)
ATTACHMENT 21	2	19 AUG 2003	DEPT OF NAVY, CHIEF OF NAVAL OPERATIONS (N78) LETTER, SER N780G3/3U634066, SUBJECT: NAVY AIRBORNE JOINT TACTICAL RADIO SYSTEM (JTRS) OPERATIONAL REQUIREMENTS
ATTACHMENT 22	31	28 JAN 2004	SECTION L - INFORMATION TO OFFERORS AND INSTRUCTIONS FOR PROPOSAL PREPARATION (IFPP)
ATTACHMENT 23	12	28 JAN 2004	SECTION M - EVALUATION FACTORS FOR AWARD
ATTACHMENT 24	308	03 DEC 2003	JOINT TACTICAL RADIO SYSTEM MARITIME/FIXED STATION (JTRS-M/F), PERFORMANCE SPECIFICATION, VERSION 5.2, PEO C4I AND SPACE P-957, FOUO (AVAILABLE IN BIDDER'S LIBRARY AND LIVELINK)
ATTACHMENT 25	3	24 JUN 2003	DEPARTMENT OF THE ARMY, JTRS MEMORANDUM, DATED 24JUN03, SUBJECT: JTRS POLICY 002, APPLICATION PROGRAM INTERFACE (API) POLICY (DOWNLOAD AT HTTP://JTRS.ARMY.MIL/SECTIONS/TECHNICALINFORMATION/FSET_TECHNICAL_SCA.HTML)

ATTACHMENT 26	101	05 DEC 2003	JOINT TACTICAL RADIO SYSTEM (JTRS) UNIFIED INFOSEC CRITERIA (UIC) SECURITY REQUIREMENTS FOR THE AIRBORNE, MARITIME/FIXED STATION JOINT TACTICAL RADIO SYSTEM (AMF JTRS) ACQUISITION, SECRET (AVAILABLE IN BIDDER'S LIBRARY ONLY)
ATTACHMENT 27	4	09 SEP 2003	USAF/XOR MEMORANDUM, DATED 05SEP03, SUBJECT: JOINT TACTICAL RADIO (JTRS) WIDEBAND NETWORKING WAVEFORM (WNW) REQUIREMENTS

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)

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

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

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

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

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

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

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

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

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

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

[] Other-----

(f) Common parent.

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

[] Name and TIN of common parent:

Name-----

TIN-----

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

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

(a)

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

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

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

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

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

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

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

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

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

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

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

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

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(a)

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

(2) The small business size standard is 750.

(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.

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

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

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

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

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

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

(i) Means--

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

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

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

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

(4) "Proscribed information" means--

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmented Information (SCI).

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

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

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

Name and Address of Offeror

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

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

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

(b) Evaluation. The Government-

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

Line Item Number	Country of Origin
_____	_____

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

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

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

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

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

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this

solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

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

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

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

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

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

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

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

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

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

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

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

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

(End of identification and assertion)

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

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

252.247-7022 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)

(1) The Air Force has entered into contracts with:

ACS Defense, Incorporated
5 Burlington Woods
Burlington, MA 01803

Tecolote Research, Incorporated
54 Middlesex Turnpike
Bedford, MA 01730

MCR Federal, Incorporated
175 Middlesex Turnpike
Bedford, MA 01730

Odyssey Systems Consulting Group, Ltd
201 Edgewater Drive
Suite 270

Wakefield, MA 01880

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

(2) The National Security Agency (NSA) entered into contracts with

Booz Allen Hamilton
900 Elkridge Landing Road
Suite 100
Linthicum, MD 20701

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

(3) The Space and Naval Warfare Systems Command entered into contracts with

Booz Allen Hamilton
1615 Murray Canyon Road
San Diego, CA 92108

GRD
350 So. Main Street, Suite 207
Doylestown, PA 18901

Tele-Consultants, Inc.
5333 San Diego Mission Road # 110
San Diego, CA 92108

Scientific Research Corporation (SRC)
2300 Windy Ridge Parkway
Suite 400 South
Atlanta, GA 30339

Scientific Applications International Corporation (SAIC)
4015 Hancock Street
San Diego, CA 92110

SFA
2727 Camino Del Rio South, Suite 104
San Diego, CA 92018

This list of Navy support contractors is currently for informational and planning purposes. These contractors will be considered formally added once the Navy completes its internal procedures to approve the use of these support contractors.

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

(1) Any objection to disclosure:

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

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation

may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

D. OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 JOINT VENTURE (MAY 1997)

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

The parties hereto expressly understand and agree as follows:

(a) ___ (name, title, company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of ___ (same name, title, and company as above), ___ (name, title, and company of alternate) is the alternate principal representative of the joint venture.

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

FIRM ___ FIRM ___

NAME ___ NAME ___

TITLE ___ TITLE ___

DATE OF EXECUTION ___ DATE OF EXECUTION ___

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

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-01	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
52.215-01	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) - ALTERNATE I (OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997) Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media: 'electronic cost format spreadsheet'
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.234-7000	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)

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

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from The issuing office as listed on page one of the contract.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

ESC-L001 PARTICIPATION BY SUPPORT CONTRACTORS IN THE EVALUATION OF TECHNICAL/COST PROPOSALS (NOV 2003)

The Government has contracted with the support contractors cited in Section I clause 5352.215-9008 for the services of a technical group which is under the program management of the Electronic Systems Center, and responsible to the Air Force for overall technical review of specified Air Force programs. The Government contract with the support contractors and support contractor's employment contracts with its personnel, prohibit the unauthorized dissemination of data to which it or its employees have access. It is the Government's intent to use the services of the support contractors in a purely advisory role in the technical evaluation of offers. The exclusive responsibility for source selection remains with the Government. The Government also intends to provide the support contractor personnel access to past performance information, including Contractor Performance Assessment Report (CPAR) data, during formal source selection briefings, but only as it is presented by the Performance Risk Assessment Group (PRAG) at the summary level; access to actual completed CPARs will not be provided. If you desire that an individual support contractor be excluded from access to information contained in your offer or excluded from past performance information presented by the PRAG during briefings, kindly so indicate in a letter of transmittal accompanying your offer. These companies are the same as those currently supporting the NI4 Program Office.

ESC-L002 PARTICIPATION BY LINCOLN LABORATORIES IN THE EVALUATION OF PROPOSALS (NOV 2003)

The Air Force has contracted with Lincoln Laboratories for the services of a technical group which is under the program management of the Electronic Systems Center, and responsible to the Air Force for overall technical review of specified Air Force programs. The Air Force contract with Lincoln Laboratories and Lincoln Laboratories employment contracts with its personnel, prohibit the unauthorized dissemination of data to which it or its employees have access. It is the Government's intent to use the services of Lincoln Laboratories in a purely advisory role in the technical evaluation of offers. The exclusive responsibility for source selection remains with the Government. The Government also intends to provide Lincoln Laboratories personnel access to past performance information, including Contractor Performance Assessment Report (CPAR) data, during formal source selection briefings, but only as it is presented by the Performance Risk Assessment Group (PRAG) at the summary level; access to actual completed CPARs will not be provided. If you desire that Lincoln Laboratories be excluded from access to information contained in your offer or excluded from past performance information presented by the PRAG during briefings, kindly so indicate in a letter of transmittal accompanying your offer.

ESC-L003 PARTICIPATION BY THE MITRE CORPORATION IN THE EVALUATION OF PROPOSALS (NOV 2003)

The Air Force has contracted with The MITRE Corporation, a not-for profit corporation under Air Force sponsorship, for the services of a technical group which is under the program management of the Electronic Systems Center, and responsible to the Air Force for overall technical review of specified Air Force programs. The Air Force contract with The MITRE Corporation and MITRE's employment contracts with its personnel, prohibit the unauthorized dissemination of data to which it or its employees have access. It is the Government's intent to use the services of The MITRE Corporation in a purely advisory role in the technical evaluation of offers. The exclusive responsibility for source selection remains with the Government. The Government also intends to provide MITRE personnel access to past performance information, including Contractor Performance Assessment Report (CPAR)

data, during formal source selection briefings, but only as it is presented by the Performance Risk Assessment Group (PRAG) at the summary level; access to actual completed CPARs will not be provided. If you desire that MITRE be excluded from access to information contained in your offer or excluded from past performance information presented by the PRAG during briefings, kindly so indicate in a letter of transmittal accompanying your offer.

FAR 52.211-02 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DO certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

FAR 52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee and Time & Material - Labor Hour contract resulting from this solicitation.

L011 APPLICABLE CLAUSES (MAY 2002) (TAILORED)

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 AFMCFARS 5352.219-9000.

L021 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (FEB 1997)

FAR 52.219-9 AND DFARS 252.219-7003 and 252.219-7005 are included in this solicitation and will be incorporated into any resultant contract. A subcontracting plan is required from all offerors other than small business concerns for proposals exceeding \$500,000 which contain subcontracting opportunities. The plan shall be submitted with the initial proposal and will be concurrently negotiated. If a cost proposal is required by this solicitation, it must relate to, and substantiate, the submissions under FAR 52.219-9(d). Also substantiate the reasonableness of any additional costs to be expended in pursuit of the small disadvantaged business goal. The offeror's submission must provide sufficient information to support the contracting officer's review of the subcontracting plan to determine: (a) if it is acceptable (otherwise an offeror will be ineligible to receive the contract award); and (b) if at the time of contract completion any small disadvantaged business subcontracting incentive or award fee has been earned. Contractors who have been selected for participation in the DoD test program authorized by Section 834 of Public Law 101-189 and who have approved comprehensive subcontracting plans are not required to negotiate subcontracting plans on an individual contract basis. If the offeror has an approved comprehensive subcontracting plan under the DoD test program, the offeror shall provide a copy of its approved comprehensive subcontracting plan in lieu of the individual plan required herein. Any contract resulting from this solicitation which includes a comprehensive subcontracting plan will include the clause at 252.219-7004, Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program), in lieu of the clauses at FAR 52.219-9, and DFARS 252.219-7003 and 252.219-7005.

L023 COST/SCHEDULE STATUS REPORT SUMMARY (FEB 1997)

The Offeror shall submit a written summary (or Memorandum of Understanding if applicable) in accordance with Section I clause DFARS 252.242-7005, "Cost/Schedule Status Report."

L024 PRELIMINARY CONTRACT WORK BREAKDOWN STRUCTURE (FEB 1997)

a. The offeror will submit a dictionary of Contract Work Breakdown Structure (CWBS) element definitions and general description and illustration of how it intends to subdivide the preliminary CWBS for planning and control of contract tasks.

b. Upon award of a contract, the contractor may extend the preliminary Contract Work Breakdown Structure (CWBS) contained in this solicitation in as much detail as necessary to identify and structure the work effort to successfully achieve the end objective(s) of the contract work scope. The CWBS will serve as a framework for contract planning, budgeting, and reporting status of costs and schedule to the Government. The offeror shall

develop the detailed levels of the CWBS in a manner which will assure compatibility with internal organizations and management systems and which will identify the major elements of work to be subcontracted.

c. Any changes that the offeror wishes to make to the preliminary CWBS included in this solicitation shall be identified appropriately, and the proposed revision will be evaluated prior to contract award. The offeror shall provide information and assistance as requested, if needed, for evaluation of any proposed revision to the preliminary CWBS. Any changes thereafter proposed by the contractor to the specified reporting-level elements of the approved CWBS will require written approval of the Contracting Officer.

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.

L055 NOTE TO OFFERORS (JAN 2004)

PLEASE REFER TO ATTACHMENT 22 LOCATED IN SECTION J.

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

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.217-04 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

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

OTHER SOLICITATION PROVISIONS IN FULL TEXT

M003 NOTE TO OFFERORS (JAN 2004)

PLEASE REFER TO ATTACHMENT 23 LOCATED IN SECTION J.