

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 21	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA8730-04-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LANO BALULESCU		b. TELEPHONE NUMBER (No collect calls) 781-377-9011		8. OFFER DUE DATE/ LOCAL TIME 30 JUN 2004/	
9. ISSUED BY ESC/GAK CODE FA8708 ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 75 VANDENBURG DRIVE, BUILDING 1630 HANSCOM AFB, MA 01731-2119 LANO BALULESCU 781-377-9011 Lano.Balulescu@hanscom.af.mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334511 SIZE STANDARD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A7 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE SEE SF1449 Continuation				16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
RFP							
RMS CASE PLD DAQ							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		See SF1449 Continuation <i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA See SF1449 Continuation						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) _____ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						37. CHECK NUMBER	
38. S/R ACCT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)	
						42c. DATE REC'D (YY/MM/DD)	
				42d. TOTAL CONTAINERS			

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p data-bbox="428 407 906 434"><i>Noun:</i> MOBILE GCA</p> <p data-bbox="428 436 776 464"><i>ACRN:</i> AA</p> <p data-bbox="428 466 954 493"><i>NSN:</i> N - Not Applicable</p> <p data-bbox="428 495 1015 522"><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p data-bbox="428 525 854 552"><i>Inspection:</i> SOURCE</p> <p data-bbox="428 554 854 581"><i>Acceptance:</i> SOURCE</p> <p data-bbox="428 583 854 611"><i>FOB:</i> SOURCE</p> <p data-bbox="428 613 634 640"><i>Descriptive Data:</i></p> <p data-bbox="428 642 1360 768">A. The contractor shall provide all necessary personnel, materials, equipment and services to produce and deliver two (2) Mobile GCA systems IAW attached GCA Statement of Objectives (SOO, attachment 1) and System Requirements Document (SRD, attachment 2).</p> <p data-bbox="428 770 1336 827">B. Includes three (3) sets of Operation & Maintenance manuals shipped with each system; manuals shall be in the English language.</p> <p data-bbox="428 829 873 856">C. Includes Factory Acceptance Test</p> <p data-bbox="428 858 1336 915">D. Includes three (3) sets of Operation & Maintenance manuals shipped with each system; manuals will be in the English language.</p> <p data-bbox="428 917 1179 945">E. Includes specialized tools and test equipment, as applicable.</p> <p data-bbox="428 947 1179 974">F. Includes a 24 month (2 year) standard commercial warranty.</p>	2 Each	_____
0002	<p data-bbox="428 1104 984 1131"><i>Noun:</i> SPARES SUPPORT</p> <p data-bbox="428 1134 776 1161"><i>ACRN:</i> AA</p> <p data-bbox="428 1163 954 1190"><i>NSN:</i> N - Not Applicable</p> <p data-bbox="428 1192 1015 1220"><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p data-bbox="428 1222 854 1249"><i>Inspection:</i> SOURCE</p> <p data-bbox="428 1251 854 1278"><i>Acceptance:</i> SOURCE</p> <p data-bbox="428 1281 854 1308"><i>FOB:</i> SOURCE</p> <p data-bbox="428 1310 634 1337"><i>Descriptive Data:</i></p> <p data-bbox="428 1339 1360 1467">The contractor shall provide unclassified spare parts (site consummables, modules/LRU's) sufficient to maintain each GCA system for two (2) years IAW attached GCA Statement of Objectives (SOO) and System Requirements Document (SRD).</p>	1 Each	_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0003		2 Each	_____ _____
	<i>Noun:</i>	GCA SITE SURVEY	
	<i>ACRN:</i>	AA	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The Contractor shall provide all the necessary personnel, materials, equipment and services to conduct Site Surveys at designated locations and submit separate Site Survey Reports, IAW attached GCA Statement of Objective (SOO).		
	B. Site surveys to be conducted at military installations located at Leznica, Weilka and Nowy Glinnik (NW & SW of Lodz, respectively).		
	C. All documentation shall be in the English language.		
0004		2 Each	_____ _____
	<i>Noun:</i>	GCA INSTALLATION & SITE ACCEPTANCE TEST	
	<i>ACRN:</i>	AA	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The contractor shall provide all the necessary personnel, materials, equipment and services required to install and perform Site Acceptance Test (I&SAT) of Mobile GCA systems described in CLIN 0001, IAW attached GCA Statement of Objective (SOO) and System Requirements Document (SRD).		
	B. Services to be provided at military installations located at Leznica Wielka and Nowy Glinnik (NW & SE of Lodz, respectively).		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005		2 Each	_____ _____
	<i>Noun:</i>	GCA TECHNICAL ASSISTANCE FOR COMMISSIONING FLIGHT INSPECTION	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. Contractor shall provide all the necessary personnel, materials, equipment and services required to provide technical assistance for the initial Commissioning Flight Test of Mobile GCA systems described in CLIN 0001 (estimated to be 5 days/system), IAW attached GCA Statement of Objectives (SOO) and System Requirements Document (SRD).		
	B. Services to be provided at military installations located at Leznica Wielka and Nowy Glinnik (NW & SE of Lodz, respectively).		
0006		1 Lot	_____ _____
	<i>Noun:</i>	DATA	
	<i>ACRN:</i>	AA	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The Contractor shall provide data in support of CLINs 0001, 0003 and 0004 IAW documents set forth in Contract Data Requirements List (CDRL, exhibit A).		
	B. Not separately priced.		
	C. Documentation shall be in the English language.		

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		2	U			12 MARO
	<i>Noun:</i>		MOBILE GCA			
	<i>ACRN:</i>		AA			
	<i>Descriptive Data:</i>					
	Delivery shall be no later than 12 months after receipt of order (MARO). Delivery is FOB at Contractor's facility.					
0002		1	U			12 MARO
	<i>Noun:</i>		SPARES SUPPORT			
	<i>ACRN:</i>		AA			
	<i>Descriptive Data:</i>					
	Delivery shall not be later than 12 months after receipt of order (MARO). Delivery is FOB at Contractor's facility.					
0003		2	U			90 DARO
	<i>Noun:</i>		GCA SITE SURVEY			
	<i>ACRN:</i>		AA			
	<i>Descriptive Data:</i>					
	To be completed no later than 90 days after receipt of order (DARO) by the contractor.					
0004		2	U			14 MARO
	<i>Noun:</i>		GCA INSTALLATION & SITE ACCEPTANCE TEST			
	<i>ACRN:</i>		AA			
	<i>Descriptive Data:</i>					
	To be completed no later than 14 months after receipt of order (MARO).					
0005		2	U			16 MARO
	<i>Noun:</i>		GCA TECHNICAL ASSISTANCE FOR COMMISSIONING FLIGHT INSPECTION			
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					
	The contractor shall provide technical assistance to support initial Commissioning Flight Test after installation and Site Acceptance Test of Mobile GCA Systems completed.					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0006		1	U			ASREQ
	<i>Noun:</i>	DATA				
	<i>ACRN:</i>	AA				
	<i>Descriptive Data:</i>	Delivery IAW CDRL designated as Exhibit A.				

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
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AA

1. FAR 52.203-05 COVENANT AGAINST CONTINGENT FEES (Apr 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

2. FAR 52.203-07 ANTI-KICKBACK PROCEDURES (Jul 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent or a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or

a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

3. FAR 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (Jan 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

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

F52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows and additional clauses are added:

A. The place of inspection, acceptance, and FOB for CLINs 0001 and 0002 is: Contractor's facility

B. PASSPORTS, LICENSES, VISAS AND PERMITS:

1. The contractor will be responsible for timely and complete submittal of the necessary information and forms directly to the appropriate government agency for the required passports, visas, licenses or permits. **IT IS STRONGLY RECOMMENDED THAT IN THE CASE OF THE GCA EQUIPMENT, THE CONTRACTOR SHOULD SECURE ALL THE NECESSARY EXPORT PERMITS PRIOR TO MANUFACTURE.**

2. To insure the effective and timely performance of the program, the Government of Poland will, within the framework of its laws, ensure the timely issuance of visas, entry visas, permits, and licenses as may be required by the Contractor and its subcontractors or their employees or dependents. The Contractor and subcontractors will be responsible for the sponsorship of their employees and dependents, and will deal directly with the appropriate Polish Government agency regarding these matters.

3. The Government of Poland will receive into Poland without regard to race, religion, sex, or ethnic or national origin, Contractor and subcontractor personnel to work on efforts covered by the provisions of this contract who have US Government issued passports, provided they meet the security requirements of the Government of Poland and will impose on such persons no fees or charges for entry, exit or quarantine.

4. If, notwithstanding the above provisions, the Contractor incurs costs arising out of any of the conditions described above, the price of this contract shall be increased accordingly and the costs reimbursed to the contractor out of funds which will be provided by the Government of Poland under this contract, and the contract delivery schedule will be adjusted accordingly. Reimbursement will be limited to those costs incurred, including applicable overhead and G & A but excluding profit.

C. FOREIGN MILITARY SALES (FMS):

This is an FMS contract. It is being entered into by the US Government on behalf of a

foreign government or international organization under provisions of the Arms Export Control Act. FMS Case PL-D-DAQ

English Language: All documentation shall be in the English Language.

SHIPPING INSTRUCTIONS AND DELIVERY INFORMATION:

ITEM(S) : Mobile GCA System

SHIP TO ADDRESS: TBD

Mark all shipping containers and invoices with the following information in a prominent manner:

Ministry of Defense Articles
Contract FA 8730-04-C-XXXX (fill in last four digits)
FMS Case PL-D-DAQ
LOA Line Item 001
Mobile GCA

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

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

(7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8) (i) 52.219-09, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).

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

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

(14) 52.222-03, Convict Labor (June 2003)(E.O. 11755).

(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(18) 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).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(28) 52.232-29, Terms For Financing Of Purchases Of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

5. FAR 52.222-29 NOTIFICATION OF VISA DENIAL (Jun 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

6. FAR 52.228-04 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Apr 1984)

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701 et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

**7. FAR 52.230-03 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
(Apr 1998)**

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

8. DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (Mar 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

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

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

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

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

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

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

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

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

252.225-7012 Preference for Certain Domestic Commodities (May 2004) (10 U.S.C. 2533a).

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

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C. 2779).

Para (b)(1), Sales to the Government(s) of Poland

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).

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

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

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

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

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

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

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

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

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

10. DFARS 252.216-7003 ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (Jun 1997)

(a) The Contractor represents that the prices set forth in this contract-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of ____; and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

(1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.

(2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause

decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

(c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

11. DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (Jun 1992)

(a) Definitions. As used in this clause-

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

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

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

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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

12. DFARS 252.228-7003 CAPTURE AND DETENTION (Dec 1991)

(a) As used in this clause-

(1) "Captured person" means any employee of the Contractor who is

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either--

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) "United States" comprises geographically the 50 states and the District of Columbia.

(4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of--

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

13. DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (Jun 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America;

and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the assignee to receive payment in the amount invoiced or vouchered.

14. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (Jun 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

15. ESC-I001 SPECIAL TERMS RELATIVE TO WAR, ARMED CONFLICT, INSURRECTION, CIVIL OR MILITARY STRIFE OR SIMILAR CONDITIONS (Feb 2002)

- The following "war clause" shall be applicable to all overseas delivery orders.

a. In the event competent authority of the United States determined that due to war, armed conflict, insurrection, civil or military strife, or similar conditions, the safety of Contractor/Subcontractor personnel is threatened, the parties hereto will negotiate an equitable adjustment to the Contractor for costs incurred to retain such personnel in POLAND or to return such personnel and their dependents to the United States and secure replacement as applicable.

b. The conditions stated in paragraph a of this clause shall be met if and when the United States Secretary of Defense, or any designated representative thereof, issues a determination that the safety of Contractor personnel is threatened and defines the area affected. In such event, the parties shall negotiate the retention of Contractor's personnel and/or their dependents from POLAND or the specified area, and the price adjustment(s) for such actions.

c. The Contractor shall, to the extent that qualified personnel willing to serve in POLAND or the specified area are not available, be relieved of the requirement for continued service in POLAND or that area during the period of hostilities. The return to the Contractor's plant of any employee not willing to serve in POLAND or in such an area shall be determined to be for the convenience of the Government. However, the Contractor shall make every responsible effort to provide uninterrupted contract performance by qualified personnel. The contract price shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance when and if appropriate. Likewise, the contract price shall be equitably adjusted by an amount associated with maintaining Contractor presence in the hostile environment.

d. Notwithstanding the above, the activities and responsibilities of the United States Government (including both the United States Air Force and Contractor services) under this program may be suspended at any time upon determination by the Secretary of State, or any designated representative thereof, that, due to war, armed conflict, insurrection, military or civil unrest or any other conditions, the best interest of the United States so require. The parties hereto shall negotiate an equitable adjustment to the contract reimburse the contractor for any special or additional costs resulting from such suspension.

e. Under no circumstances will Contractor/Subcontractor personnel be required to perform activities that would violate international laws of war and/or armed conflict or direct preparation thereof.

- The following "war clause" shall be applicable to all overseas delivery orders.

a. In the event competent authority of the United States determined that due to war, armed conflict, insurrection, civil or military strife, or similar conditions, the safety of Contractor/Subcontractor personnel is threatened, the parties hereto will negotiate an equitable adjustment to the Contractor for costs incurred to retain such personnel in POLAND or to return such personnel and their dependents to the United States and secure replacement as applicable.

b. The conditions stated in paragraph a of this clause shall be met if and when the United States Secretary of Defense, or any designated representative thereof, issues a determination that the safety of Contractor personnel is threatened and defines the area affected. In such event, the parties shall negotiate the retention of Contractor's personnel and/or their dependents from POLAND or the specified area, and the price adjustment(s) for such actions.

c. The Contractor shall, to the extent that qualified personnel willing to serve in POLAND or the specified area are not available, be relieved of the requirement for continued service in POLAND or that area during the period of hostilities. The return to the Contractor's plant of any employee not willing to serve in POLAND or in such an area shall be determined to be for the convenience of the Government. However, the Contractor shall make every responsible effort to provide uninterrupted contract performance by qualified personnel. The contract price shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance when and if appropriate. Likewise, the contract price shall be equitably adjusted by an amount associated with maintaining Contractor presence in the hostile environment.

d. Notwithstanding the above, the activities and responsibilities of the United States Government (including both the United States Air Force and Contractor services) under this program may be suspended at any time upon determination by the Secretary of State, or any designated representative thereof, that, due to war, armed conflict, insurrection, military or civil unrest or any other conditions, the best interest of the United States so require. The parties hereto shall negotiate an equitable adjustment to the contract reimburse the contractor for any special or additional costs resulting from such suspension.

e. Under no circumstances will Contractor/Subcontractor personnel be required to perform activities that would violate international laws of war and/or armed conflict or direct preparation thereof.
SC-I001 SPECIAL TERMS RELATIVE TO WAR, ARMED CONFLICT, INSURRECTION, CIVIL OR MILITARY STRIFE OR SIMILAR CONDITIONS (FEB 2002)

- The following "war clause" shall be applicable to all overseas delivery orders.

a. In the event competent authority of the United States determined that due to war, armed conflict, insurrection, civil or military strife, or similar conditions, the safety of Contractor/Subcontractor personnel is threatened, the parties hereto will negotiate an equitable adjustment to the Contractor for costs incurred to retain such personnel in POLAND or to return such personnel and their dependents to the United States and secure replacement as applicable.

b. The conditions stated in paragraph a of this clause shall be met if and when the United States Secretary of Defense, or any designated representative thereof, issues a determination that the safety of Contractor personnel is threatened and defines the area affected. In such event, the parties shall negotiate the retention of Contractor's personnel and/or their dependents from POLAND or the specified area, and the price adjustment(s) for such actions.

c. The Contractor shall, to the extent that qualified personnel willing to serve in POLAND or the specified area are not available, be relieved of the requirement for continued service in POLAND or that area during the period of hostilities. The return to the Contractor's plant of any employee not willing to serve in POLAND or in such an area shall be determined to be for the convenience of the Government. However, the Contractor shall make every responsible effort to provide uninterrupted contract performance by qualified personnel. The contract price shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance when and if appropriate. Likewise, the contract price shall be equitably adjusted by an amount associated with maintaining Contractor presence in the hostile environment.

d. Notwithstanding the above, the activities and responsibilities of the United States Government (including both the United States Air Force and Contractor services) under this program may be suspended at any time upon determination by the Secretary of State, or any designated representative thereof, that, due to war,

armed conflict, insurrection, military or civil unrest or any other conditions, the best interest of the United States so require. The parties hereto shall negotiate an equitable adjustment to the contract reimburse the contractor for any special or additional costs resulting from such suspension.

e. Under no circumstances will Contractor/Subcontractor personnel be required to perform activities that would violate international laws of war and/or armed conflict or direct preparation thereof.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	12	28 MAY 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL).
ATTACHMENT 1	4	28 MAY 2004	STATEMENT OF OBJECTIVE (SOO), MOBILE GCA
ATTACHMENT 2	2	28 MAY 2004	SYSTEM REQUIREMENTS (SRD), MOBILE GCA
ATTACHMENT 3	3	28 MAY 2004	SECTION L-INSTRUCTIONS FOR PROPOSAL PREPARATION
ATTACHMENT 4	1	28 MAY 2004	SECTION M-EVALUATION CRITERIA FOR AWARD

Exhibit A

Contractor Data Requirements List (CDRL)

Poland FMS Case PL-D-DAQ

2 Mobile Ground Control Approach Systems (GCA)

28 May 2004

Prepared by:

**Global Air Traffic Operations/Mobility Command & Control (GATO/MC2)
Systems Program Office – Electronic Systems Center ESC / GAF
75 Vandenberg Drive – Bldg 1630
Hanscom AFB, MA 01730-2103**

Poland FMS Case PL-D-DAQ

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DD Form 1423s	7 - 12

CDRL DATA ITEMS LIST

<u>Item No.</u>	<u>Data Item Title</u>	<u>Reference</u>
A001	DI-MISC-81381 Site survey Report (SSR)	SOO Para 6.0
A002	DI-NDTI-80809B Test/inspection Report ---Factory Acceptance Test (FAT)	SOO Para 7.0
A003	DI-QCIC-80511/T Installation Test Procedures ---I&SAT Plan	SOO Para 7.0
A004	DI-QCIC-80512/T Installation Test Report	SOO Para 7.0
A005	DI-TMSS-80527A/T Commercial Off-the-Shelf Manuals and Associated Supplemental Data	SOO Para 9.0
A006	DI-MISC-81183A/T	SOO Para 10.0

Poland FMS Case PL-D-DAQ

-- GENERAL INSTRUCTIONS for DD Form 1423

1. Contents and Delivery Media

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

2. Applicable Documents

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

3. Standard Data Item Description (DID)

Block 4 contains the Data Item Description (DID) number to be followed in developing the required data.

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

4. Tailored Data Item Descriptions

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

5. Submittal Dates

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

6. Approval Codes

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

7. Distribution Statement

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

"Distribution Statement C -US Govt and authorized contractors
(reason e: -Specific Authority for foreign military sale) applies, as
of 31 Jan 2002.

Controlling Office is ESC/GAF."

8. DD Form 250 Submission

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

9. Correspondence

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

Send ESC data packages to:

**HQ, ESC/GAF
ATTN: Poland FMS PL-D-DAQ Program
75 Vandenberg Drive, - Bldg 1630,
Hanscom AFB, MA 01731-2103**

10. Duplication

The Contractor will take care not to unnecessarily duplicate data previously procured by the Government, except to provide required copies to newly

established recipients under the contract. Instances of apparent unnecessary duplication should be identified to the Data Management Officer (DMO). The Contractor is encouraged to recommend deletions, additions, substitutions, consolidations, and use of existing contractor or subcontractor formats of data when such actions will aid the procuring agency in obtaining minimum essential data, in a timely and cost effective manner.

11. Questions regarding the data deliverables or DD Forms 1423 may be directed to Mr. Bill Cole 781-377-9076 or Dr. Russ Benel 781-377-9236. Or, write to ESC/GAF (Poland FMS Case PL-D-DAQ), 75 Vandenberg Drive - Bldg 1630, Hanscom AFB, MA 01731-2103.

Poland FMS Case PL-D-DAQ
- OFFICE SYMBOL / ADDRESS LIST

ELECTRONIC SYSTEMS CENTER (ESC) GATO/MC2

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

email: first.last@hanscom.af.mil 781-377-##### dsn: 478-
#####

DCMA

DCMA
ATTN: Poland FMS Case PL-D-DAQ Program
c/o

email: first.last@dcmdi.dema.mil

TBD

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					<i>Form Approved</i> <i>OMB No. 0704-0188</i>				
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.									
A. CONTRACT LINE ITEM NO. TBD			B. EXHIBIT		C. CATEGORY				
D. SYSTEM/ITEM Mobile GCA / FMS Case PL-D-DAQ			E. CONTRACT/PR NO. TBD		F. CONTRACTOR TBD				
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Site Survey Report				3. SUBTITLE Site Survey Drawings and Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81381			5. CONTRACT REFERENCE SOO: PARA 6.0			6. REQUIRING OFFICE ESC/GAF			
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE TIME		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE A	C	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION AS REQ		a. ADDRESSEE		b. COPIES	
								Draft	Final
							Reg		Repro
16. REMARKS BLK 4 – Contractor format is acceptable. BLK 12 – Submit 15 calendar days after completion of each survey. The Government has 15 calendar days after receipt for comment. BLK 13 – Final report due 15 days after receipt of government comments, if applicable (NLT 90 days following contract award). BLK 14 – Two paper copies and one electronic copy required by ESC/GAF; Microsoft Office compatible. Contractor to suggest electronic media: e.g.; If web media is selected access to be determined by GAF. If e-mail media is selected, addresses to be provided following contract award. Distribution Statement C: Distribution authorized to US Government agencies and their contractors due to the sensitive nature attributed to this FMS effort. Other requests shall be referred to HQ, ESC/GA.									
						ESC/GAF (per GCA)	1	3	0
						ESC/GAK (per GCA)	0	1	0
						15. TOTAL ^			
G. PREPARED BY Bill Cole			H. DATE 28 May 04		I. APPROVED BY Khalid Musameh			J. DATE 28 May 04	

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> <i>OMB No. 0704-0188</i>							
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A. CONTRACT LINE ITEM NO. TBD			B. EXHIBIT		C. CATEGORY								
D. SYSTEM/ITEM GCA / FMS Case PL-D-DAQ			E. CONTRACT/PR NO. TBD		F. CONTRACTOR TBD								
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Installation Test Procedures			3. SUBTITLE Installation & SAT Plan								
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80511/T			5. CONTRACT REFERENCE SOO: PARA 7.0		6. REQUIRING OFFICE ESC/GAF								
7. DD 250 REQ N/A		9. DIST STATEMENT REQUIRED	10 FREQUENCY ONE TIME		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION						
8. APP CODE A		C	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES					
16. REMARKS BLK 4 - Contractor format is acceptable. Sections 10.1; 10.2.3; 10., 10.2.4 and para 10.3 are applicable. In addition, include a description of equipment, services, and support required by site for Installation and SAT. BLK 12 - Submit 60 calendar days prior to system delivery. The Government has 30 calendar days after receipt for comment. BLK 13 - Final Plan is due 15 working days after receipt of Government comments. Two paper copies and electronic delivery required by ESC/GAF; Microsoft Office compatible. Contractor to suggest electronic media: e.g.; If web media is selected access to be determined by GAF If email media is selected, addresses to be provided following contract award. Distribution Statement C: Distribution authorized to US Government agencies and their contractors due to the sensitive nature attributed to this foreign military sale. Other requests shall be referred to HQ, ESC/GA.													
						ESC/GAF (per GCA)		1	3	0			
						ESC/GAK (per GCA)		0	1	0			
15. TOTAL ^						1	4	0					
G. PREPARED BY Bill Cole DD FORM 1423-1, AUG 96 (EG)			H. DATE 28 May 04		I. APPROVED BY Khalid Musameh			J. DATE 28 May 04					

PREVIOUS EDITION MAY BE USED

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188				
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A. CONTRACT LINE ITEM NO. TBD			B. EXHIBIT		C. CATEGORY				
D. SYSTEM/ITEM GCA / FMS Case PL-D-DAQ			E. CONTRACT/PR NO. TBD		F. CONTRACTOR TBD				
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Installation Test Report				3. SUBTITLE Installation & SAT Report				
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80512/T			5. CONTRACT REFERENCE SOO: PARA 7.0		6. REQUIRING OFFICE ESC/GAF				
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED	10 FREQUENCY ONE TIME		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE A	C	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES		
16. REMARKS BLK 4 - Contractor format is acceptable. - Add para "10.1.e Report deviations from the test plan with explanations." BLK 12 - Submit 15 calendar days after completion of each test. The Government has 30 calendar days after receipt for comment. BLK 13 - Final reports is due 15 working days after receipt of Government comments. Two paper copies and electronic delivery required by ESC/GAF; Microsoft Office compatible. Contractor to suggest electronic media: e.g.; If web media is selected access to be determined by GAF If email media is selected, addresses to be provided following contract award. Distribution Statement C: Distribution authorized to US Government agencies and their contractors due to the sensitive nature attributed to this foreign military sale. Other requests shall be referred to HQ, ESC/GA.						Draft	Final		
						ESC/GAF (per GCA)	1	3	0
						ESC/GAK (per GCA)	0	1	0
15. TOTAL ^						1	4	0	
G. PREPARED BY Bill Cole			H. DATE 28 May 04		I. APPROVED BY Khalid Musameh		J. DATE 28 May 04		

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A. CONTRACT LINE ITEM NO. TBD			B. EXHIBIT		C. CATEGORY				
D. SYSTEM/ITEM GCA / FMS Case PL-D-DAQ			E. CONTRACT/PR NO. TBD		F. CONTRACTOR TBD				
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Integrated Master Schedule				3. SUBTITLE Monthly Milestone Schedules				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81183A/T			5. CONTRACT REFERENCE SOO: PARA 10.0		6. REQUIRING OFFICE ESC/GAF				
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED C	10 FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE	b. COPIES		
							Draft	Final Reg Repr	
16. REMARKS BLK 4 - Block 10 DI-MISC-81183A is modified as follows: -Contractor format is acceptable. -Add: Program schedules will be based on Contractor's internal schedule documentation. The contractor shall include in the schedule: a) phases, major milestones, planning and status for production, Factory Acceptance Test, transportation and shipment for all items, licensing and export permits activities, activities required by Poland and US Government, site preparation activities, contractor country visits, contractor set up, site acceptance and commissioning activities, and other key program activities necessary to accomplish program objectives; b) significant program progress made by the contractor between reporting dates to enable adequate visibility and timely execution of the program. -Delete para 10.5 BLK 11 - As of the end of the contractor's accounting month. BLK 12 - First submission due 30 days after contract award BLK 13 - Subsequent reports are due NLT the 15th of the month One paper copy and electronic delivery required by ESC/GAF; Microsoft Office compatible. Contractor to suggest electronic media: e.g.; If web media is selected access to be determined by GAF If email media is selected, addresses to be provided following contract award. Distribution Statement C: Distribution authorized to US Government agencies and their contractors due to the sensitive nature attributed to this foreign military sale. Other requests shall be referred to HQ, ESC/GA.						ESC/GAF	0	2	0
						ESC/GAK	0	1	0
						DCMA	0	1	0
						15. TOTAL ^			
G. PREPARED BY Bill Cole			H. DATE 28 May 04		I. APPROVED BY Khalid Musameh		J. DATE 28 May 04		

Attachment 1

Statement of Objective

Ground Control Approach (GCA) System

28 May 2004

1.0 OBJECTIVE

The US Government (USG) objective is to procure, test, and deliver to Poland's Land Forces Command, two (2) Mobile Ground Control Approach (GCA) systems and associated UHF/VHF transceiver radios for deployment at military installations located at Leznica Wielka and Nowy Glinnik. These systems will be deployed in support of military and/or contingency operations, as required. All equipment shall be commercially available and meet applicable NATO and ICAO standards for precision approach radars.

2.0 REFERENCES

- NATO STANAG 3374, Flight Inspection of NATO Radio/Radar Navigation Aids and Approach Aids, AEtP-1(B), Edition 4, 24 Sep 96
- ICAO Annex 10
- ICAO Document 8071 "Manual on the Performance Testing of ATC Radar Systems"
- ISO 9000
- System Requirements For Mobile GCA, Poland Foreign Military Sales (FMS) Case PL-D-DAQ, Attachment 2

3.0 SCOPE

The US Government (USG) objective is to procure the equipment and services described herein. The Contractor shall conduct Site Surveys at military installations located at Leznica Wielka and Nowy Glinnik in support of system installation and operational deployment. The Contractor shall perform Installation and conduct Site Acceptance Test (I&SAT) of both systems, and certify each system's readiness for Commissioning Flight Test. The Contractor shall provide technical support during each system's Commissioning Flight Test. The Contractor shall use best commercial practices during production and test. The Contractor shall conduct Factory Acceptance Tests (FAT) prior to shipment. A two-year warranty shall be provided. Site-consumable spares and organization-level spares, spare modules/LRUs, and any necessary test equipment shall be provided. Technical manuals shall be provided with each GCA system. Contractor shall assume that time is of the essence, with delivery of all items to Poland's designated Freight Forwarder. Contractor shall comply with all export laws and regulations. This effort includes travel to Poland. The Contractor shall coordinate all travel and country clearance requests through the USAF Program Manager.

Poland's Land Forces Command will support site preparation IAW respective Site Survey Reports. The Contractor will coordinate with the USAF Program Office and Land Forces Command on frequency/spectrum management issues, potential interference sources and area coverage. O&M training will be accomplished by AFSAT under separate contract.

4.0 SYSTEM DESCRIPTION:

The Contractor shall provide two (2) Mobile GCA systems. Each Mobile GCA system shall include Primary Surveillance Radar (PSR), Secondary Surveillance Radar (SSR), Precision Approach Radar (PAR) and, UHF/VHF radio communications. Minimum performance requirements for these radar subsystems and communications elements are specified in Attachment 2, System Requirements Document For Mobile GCA, Poland FMS Case PL-D-DAQ. Each Mobile GCA shall include: electronics, outfitted operations shelter, antenna and all necessary cabling and interconnects. The shelter shall include both heating and air conditioning equipment suitable for year-round operations in Poland and shall be completely wired including interior and exterior lighting with switches, electrical outlets, telephone jacks, circuit breaker panel, and power line surge suppression equipment. Each Mobile GCA shall include an uninterruptible power supply (UPS).

5.0 LOGISTICS SUPPORT CONCEPT

Land Forces Command will implement three levels of maintenance support for the Mobile GCAs: (1) organizational/field, (2) central supply point/intermediate, and (3) depot/factory.

Organizational-level maintenance will be performed, IAW applicable technical manuals, at military installations located at Leznica Wielka and Nowy Glinnik. Land Forces personnel will be trained to perform limited organizational maintenance (i.e. minor repairs), or replace consumable items, failed modules and Line Replaceable Units (LRUs). Central supply point-level maintenance support will provide coordination of warranty activities in support of repair/replacement of failed items. Failed modules or LRUs will be returned to a Contractor-designated facility for repair or replacement, as appropriate (such location constituting depot/factory-level support).

Organizational-level maintenance and operator equipment familiarization training will be provided to Land Forces personnel under separate contract, administered by the Air Force Security Assistance Training Command (AFSAT).

Contractor shall provide information relative to warranty, warranty repair procedures, and procedures for obtaining repair and replacement of failed items that are outside the scope of the warranty.

5.1 SITE / OPERATIONAL CONSUMABLE SPARES

The Contractor shall provide a quantity of site operating spares with each Mobile GCA system sufficient to support/sustain on-site maintenance operations without replenishment for two years, under normal operating conditions. These spare parts are operational type (consumable) parts. These items shall be stored in an unobtrusive location inside the equipment shelter and shall accompany the Mobile GCA system when deployed.

The Contractor shall provide a listing of the proposed spare components and parts.

5.2 SPARE MODULES / SPARE LRUs

The Contractor shall provide with each GCA system one (1) set of spare modules consisting of selected modules, circuit card assemblies and sub-assemblies that have been associated with most in-service failures and/or out-of-tolerance conditions. These modules will be stored at the Central Supply Point located at a location to be designated. One set of spare modules shall be adequate to sustain each Mobile GCA system for two years without replenishment, under normal operating conditions. These components are necessary to allow maintenance of each Mobile GCA system, consistent with organization-level repair and Built-In Test (BIT) equipment capabilities, to ensure the highest level of system availability. All field-level maintenance will be performed IAW the applicable technical manuals.

The Contractor shall provide a listing of the proposed (central supply point) spare modules and LRUs.

5.3 SITE-LEVEL TEST EQUIPMENT AND SPECIAL TOOLS

The Contractor shall provide with each GCA system one (1) set of the necessary test equipment and special tools required to detect and isolate system failures, and to perform organizational-level repair and preventive maintenance; to be shipped concurrently with each GCA system.

The Contractor shall provide a listing of the proposed Site-level Test Equipment and Special Tools.

6.0 SITE SURVEY

The Contractor shall conduct detailed Site Surveys at military installations located at Leznica Wielka and Nowy Glinnik within 60 days of contract award. The Contractor shall work and coordinate with Land Forces Command to determine any site restrictions and constraints, and identify optimum location for the deployment of each Mobile GCA. Site location for each Mobile GCA shall take account of potential mutual interference. The Contractor shall provide a separate Site Survey Report that documents agreement between the Contractor and Land Forces Command relative to each system's deployment location, and all site preparation activities to be accomplished by Poland prior to system installation at respective sites (including power, communications, cable runs, hard surface pads, interference mitigation, etc). Site Survey Report shall include suitable drawings and applicable standards supporting any required construction of support structures, cabling, etc. Site Survey Report shall be delivered within 90 days of contract award.

CDRL	DID	TITLE	SUBTITLE
A001	DI-MISC-81381	Site Survey Report	Site Survey Drawings and Report

7.0 TESTING AND INSTALLATION

Each Mobile GCA system, including spare parts and spare modules, shall be tested at the Contractor's factory, or designated facility, using Contractor Factory Acceptance Test (FAT) procedures. The Contractor shall perform environmental stress screening, using best commercial practices, on all prime mission equipment, components and spare modules before test and shipment. The local Defense Contract Management Agency (DCMA) office shall be invited to observe testing, and shall be notified, by the Contractor, of the time and location for the FAT at least 14 days prior to testing. The Contractor shall make internal test data, related to each Mobile GCA system, available to the USG for inspection at the Contractor's facility. Upon successful completion of each FAT, the Contractor shall deliver each Mobile GCA system to Poland's designated Freight Forwarder. Following notification by the USG Program Office that all site preparations have been completed, the Contractor shall Install and Site Acceptance Test (I&SAT) each Mobile GCA at the sites identified in the Site Survey Report, and confirm the GCA systems' readiness for Commissioning Flight Tests. All Contractor Installation, Site Acceptance Test, and readiness activities shall be IAW test plans and procedures approved by the USG. (DI-NDTI-80809B/T=FAT; DI-QCIC-80511/T=Inst T Proc – Installation and Check-Out Test Plan; DI-QCIC-80512/T=Inst T R)

CDRL	DID	TITLE	SUBTITLE
A002	DI-NDTI-880809B	Test/Inspection Report	FAT Report
A003	DI-QCIC-80511/T	Installation Test Procedures	Installation & SAT Plan
A004	DI-QCIC-80512/T	Installation Test Report	Installation & SAT Report

8.0 TECHNICAL ASSISTANCE FOR COMMISSIONING FLIGHT TEST

The Contractor shall provide technical assistance as required to support initial Commissioning Flight Test of each Mobile GCA system. In coordination with Land Forces Command and appropriate flight test personnel, the Contractor shall make adjustments and alignments to the equipment, as required. It is estimated this support will require five (5) on-site workdays, per system.

9.0 TECHNICAL DATA

The Contractor shall provide three (3) sets of Operation and Maintenance manuals with each Mobile GCA system. The technical manuals shall be packed and shipped with the system. The technical manuals shall include equipment operation, maintenance, repair and spare parts information. The technical manuals shall include Illustrated Parts Breakdowns (IPB) for every major component of the system, consistent with organization-level repair. The technical manuals shall be of a type and technical quality normally supplied to a customer who intends to do organizational-level component repair and preventive maintenance. The manuals shall be in the English language. (DI-TMSS-80527A/T COTS Manuals)

CDRL	DID	TITLE	SUBTITLE
A005	DI-TMSS-80527A/T	COTS Manuals and Associated Supplemental Data	COTS Manuals

10.0 SCHEDULES

The Contractor shall develop and maintain an integrated master program schedule showing the planned and actual start dates, duration, and completion dates of key activities. Key activities include, but are not limited to, obtaining export/import license, site surveys, production, testing, shipment, installation, and other critical program activities, as applicable.. The contractor shall provide this schedule to the Government Program Office monthly.

CDRL	DID	TITLE	SUBTITLE
A006	DI-MISC-81183A/T	Integrated Master Schedule	Monthly Milestone Schedules

11.0 CONFERENCES AND REVIEWS

The Contractor shall host a Post-award Conference in the form of a Program Management Review (PMR) at its facility within 30 days of contract award. Additional PMRs will be scheduled at six (6) month increments (approx.), and alternate between Poland and the Contractor's facility. The Contractor and USAF Program Manager shall jointly develop the PMR agenda. The Contractor shall record and, in coordination with the USAF Program Manager, publish PMR minutes, to include: listing of

attendees, summary of issues discussed, and action items developed. The USAF Program Manager will coordinate and attempt to schedule any PMR held in Poland in conjunction with other in-country activities.

12.0 SHIPMENT

Upon successful completion of Factory Acceptance Tests, the Contractor shall pack all items for shipment to the end locations in Poland using best commercial practices and in coordination with Poland's Freight Forwarder. All items provided to the Freight Forwarder shall be designated with the proper "ship to" and "mark for" addressees. A copy of the spare parts and test equipment listing shall be packed with the items, respectively, and an additional copy shall be included with the shipping documents for inventory purposes. The spare parts and test equipment lists shall contain, at minimum, the following information for each item:

Quantity	Unit of measure
Part number	Description
Unit price	Extended price

The Contractor shall comply with all shipment and export procedures of the U.S. Government. The Contractor shall obtain all required export permits and licenses for shipment of GCA equipment and associated test and support equipment. The Contractor shall notify the Contracting Officer and USAF Program Manager no later than five (5) business days prior to shipment, or intent to ship, and identify the carrier, equipment being shipped, number of containers, destination, expected arrival time, and other relevant shipment information. The Contractor shall consolidate the shipments into the fewest practical number of containers and the fewest practical number of actual shipments, consistent with integrity of the end items. The Contractor shall include a copy of the items being shipped (e.g., listing of components, spare parts, documents, test equipment, etc) and their value with the shipping documents for inventory purposes. The Contractor shall include the following information in a prominent manner on the container shipping labels and invoices:

- Ministry of Defense Articles
- Contract Number (to be provided at contract award)
- FMS Requirement PL-D-DAQ
- LOA Line Items 001 and 002
- Mobile GCA System

13.0 WARRANTY

The Contractor shall provide a two-year standard commercial warranty. The warranty shall commence six (6) months from the date of delivery to the Freight Forwarder or upon successful completion of Site Acceptance Test (SAT), whichever occurs first.

14.0 SECURITY PROVISIONS

Information gained in the course of contract execution shall be subject to the "Disclosure of Information Clause - Dec 1991."

Attachment 2

System Requirements

Mobile GCA

Poland FMS Case PL-D-DAQ

Mobile GCA Minimum System Requirements:

References:

- NATO STANAG 3374, Flight Inspection of NATO Radio/Radar Navigation Aids and Approach Aids, AEtP-1(B), Edition 4, 24 Sep 96
- ICAO Annex 10
- ICAO Document 8071 "Manual on the Performance Testing of ATC Radar Systems"
- ISO 9000

General Requirements

The Mobile GCA shall meet the following general requirements. The GCA shall include: a Primary Surveillance Radar (PSR), Secondary Surveillance Radar (SSR); Precision Approach Radar (PAR); and VHF and UHF radio communications as defined herein. The GCA and all associated equipment comprising the system shall be transportable by truck (alternatively trailer or self-propelled), helicopter or C-130 aircraft. Specific performance requirements are listed by subsystem following the General Requirements. The intent of these general and specific requirements is to call attention to elements of particular interest supporting system deployment in Poland. It is not intended that these specifications be complete. Similarly, the requirements contained herein are not intended to solicit re-development activity.

1. All shelters shall provide power distribution panels, and air conditioner/heater, vent fan, interior lighting, telephone connections for both communications and remote monitoring, and convenience power outlets.
2. The GCA shall accept and operate from 220-240 volt, 50 Hz single-phase, or 380 volt, 50 Hz three-phase (with WYE connection) power supplied commercially or from a field generator.
3. If integral to the design of the mobile GCA, an electric power generator shall be provided. When connected to commercial power, the generator shall be automatically activated upon failure of the primary power.
4. Battery backup (non-interruptible Power Source – UPS) shall be provided for all electronics. The battery backup (UPS) shall provide sufficient electrical power to operate the GCA electronic equipment (radars, radios, and processors) and emergency lighting for a minimum of 30 minutes. Environmental conditioning equipment is not part of the electronics.
5. The GCA operations shelter shall provide at least two (2) local operator positions with workstations for display of PSR/SSR and PAR data. Flat panel displays (e.g., Liquid Crystal Display (LCD)) are preferred.
6. The GCA shall incorporate Built-In Test (BIT) equipment (BITE) to assess continuously equipment/system status, identify out-of-tolerance parameters, and assist field level personnel in identifying appropriate LRUs for replacement. BITE shall isolate to a single failed LRU with >95 percent probability.
7. The GCA shall be produced in an ISO 9000 or equivalent qualified facility.
8. Required system testing will include Factory Acceptance (FAT), site I&SAT, and initial Commissioning Flight Test (latter to require only Contractor technical assistance during testing).
9. Display recording shall capture and make available for playback PSR, SSR, and PAR data.

Primary Surveillance Radar (PSR)

A PSR is a radar system that detects objects by means of reflected radio signals, intended to provide data describing the air situation in the immediate vicinity of an airfield for air traffic control. PSR data shall be displayed on a computer screen. Required Minimum Performance Parameters for the PSR are listed in Table SRD 1.

Secondary Surveillance Radar (SSR)

The SSR is a radar system that requires complementary aircraft equipment (transponder). The transponder generates a coded reply signal in response to transmissions from the ground station (interrogator). Since this system relies on transponder-generated signals rather than signals reflected from the aircraft, as in primary surveillance radar, it offers increased range and positive identification. This system requires an interrogator capable of modes 1, 2, 3/A and C, and must be upgradeable for Modes S, 4 and 5. Required Minimum Performance Parameters for the SSR are listed in Table SRD 1. SSR data shall be displayed on a computer screen and the system shall provide the capability to display overlaid PSR and SSR data.

Precision Approach Radar (PAR)

The PAR is a high-definition, short-range radar used as an approach aid. This system provides the controller with altitude, azimuth and range information of high accuracy for the purpose of assisting the pilot in executing an approach and landing. The PAR allows a controller to provide precision lateral and vertical guidance instructions to a pilot during the approach and landing. The PAR provides information on a computer display scene. Required Minimum Performance Parameters for the PAR are listed in Table SRD 1.

Communications

Radio transceivers support voice communications between pilots and controllers for air traffic control and coordination. There shall be a minimum of three (3) VHF/UHF Transceivers (ground to air radios). The VHF capability must include 8.33 kHz and 25 kHz channel spacing, operator selectable, and the UHF capability must include 25 kHz channel spacing. The VHF/UHF radio capability shall provide growth to Havequick I/II ECCM capabilities in the UHF band, preferably through reprogrammable software. The system shall include a communication switch, a voice recorder, antennas, cabling, and additional ancillary equipment to support communications.

Table SRD 1

Parameter	PSR (ASR)	SSR	PAR
Operating Frequency (GHz)	2.7 to 2.9 (or 9.0 to 9.2)	1.030 & 1.090	9.0 to 9.2
Azimuth Coverage (degrees)	360	360	30 (± 15)
Elevation Coverage (degrees)	-	<10 cone of silence	8 (e.g. -1 to +7)
Altitude Coverage (k ft.)	8	20	-
Minimum Range (N miles)	25 min, clear weather	60	10 min, clear weather
Range Resolution (ft.)	360	350	150
Range Accuracy	<.04R	-	<.03R
Azimuth Accuracy (deg.)	< ± 1.8	.8	< 0.34
Azimuth Resolution (deg.)	<4	-	<1.2
Target Capacity	Up to 150	Up to 400	Up to 26
System Availability Target	97%		
BIT Isolation to LRU	95%		

Attachment 3

Section L, Instruction for Proposal Preparation (IFPP)

28th May, 2004

1. There are three general categories of selection criteria for the Poland FMS Case PL-D-DAQ Source Selection: (1) Mission Capability; (2) Price; and (3) Past Performance.

2. Instructions - Mission Capability:

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

- a. System Specification(s) of the equipment being proposed
- b. Proposed strategies/approaches addressing:
 - i. Reliability Assurance processes
 - ii. Factory Acceptance Test (FAT)
 - iii. Installation and Site Acceptance Test (SAT)
 - iv. Mitigation of ambient environmental effects on system's operational capability
- c. A preliminary list of consumables, spare parts, spare modules as well as specialized tools and test equipment to support the Mobile Ground Control Approach systems for a period of 2 years without replenishment. The list shall include part descriptions, part numbers, quantity, Unit Identification (U/I). Selection of the types and quantities of spares to be provided shall be justified by operational experience and/or analysis.
- d. Warranty and detailed warranty procedures

Program Schedule. Offerors shall propose a comprehensive Integrated Master Schedule (IMS) identifying/addressing all key activities supporting the solicitation's requirements. Key activities shall include, but not be limited to, the following: site surveys; schedule of USG and/or Poland required actions; deliveries of prime mission equipment and/or services; licensing and export permits; site preparation; subcontractor involvement (as applicable); system installation, site acceptance testing, commissioning flight test(s); warranty coverage; CDRL submissions; and any other critical program elements, as appropriate.

3. Instructions - Price Proposal:

Prices should be proposed at the CLIN level for each of the applicable CLINs within the Offeror's proposal.. The Government reserves the right to request additional pricing information in accordance with FAR Part 12. In addition, the offeror should provide pricing information for sales of similar systems within the last three (3) years.

4. Instructions - Past Performance:

As part of the source selection, the Government will evaluate the offerors relevant past performance to establish a level of confidence in the offeror's ability to successfully perform the activities required under this contract. Offerors shall identify past performance that is relevant to the Mobile Ground Control Approach (GCA) equipment that is proposed to be delivered under this contract. Offerors

may identify up to five (5) instances of relevant past performance. For each instance of relevant past performance that the offeror identifies, the offeror shall provide the following information:

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

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

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

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

6. Instructions for Completing the Model Contract:

- a. Standard Form 1499, "Solicitation/Contract/Order For Commercial Items" (fill in Blocks 30a, 30b, and 30c.
- b. In the "Supplies or Services" Section of the contract:
 - (1) For each CLIN (Contract Line Item Number) that has a "QTY" (Quantity) of "1" (except as set forth in subparagraphs "c" and "d" below), the Offeror shall insert the price of that CLIN under both "Unit Price" and "Total Item Amount" of that CLIN (i.e., the Offeror shall insert the same number on both lines).
 - (2) For each CLIN that has a "QTY" that is greater than 1 the Offeror shall insert the price of 1 unit on the line for "Unit Price", and the Offeror shall insert the total price for all units under that CLIN on the line for "Total Item Amount".

- (3) For any CLIN that is Not Separately Priced (i.e., the price of that CLIN is included within the price of another CLIN), the Offeror shall insert "NSP" on the line for "Unit Price" and also on the line for "Total Item Amount".
- c. Schedule Section G – Contract Administration Data
 - (1) Offerors shall provide the name and contact information for their transportation officer.
 - (2) Offerors shall provide the requested information on their remittance address.
 - (3) Offerors shall provide their Taxpayer Identification Number.
 - d. The Offeror's proposal shall be in accordance with the Provision at FAR 52.212-1 entitled "Instructions to Offerors – Commercial Items (Jan 2004)" which is incorporated into this solicitation by reference. However, under Paragraph (g) "Contract Award", the first three sentences are deleted in their entirety and are replaced with: "As part of the process to evaluate offers and award a contract, the Government intends to conduct discussions with offerors who are in the competitive range."
 - e. The Provision at FAR 52.212-3 entitled "Offeror Representations and Certifications – Commercial Items (Jan 2004), with its Alternate I (dated April 2002), is included in this solicitation. Offerors shall complete and return these Representations and Certifications with their proposal.
 - f. The Offeror shall submit a Small Business Subcontracting Plan that is in accordance with the requirements of the clauses at FAR 52.219-8 entitled "Utilization of Small Business Concerns (Oct 2000)" and 52.219-9 entitled "Small Business Subcontracting Plan (Jan 2002)", both of these clauses are incorporated by reference into this solicitation and also into the resultant contract. Failure to submit an acceptable Small Business Subcontract Plan shall make the offeror ineligible for award. The Small Business Subcontracting Plan will be a material part of the contract that is awarded, and the approved Small Business Subcontracting Plan shall be cited in the Contract Section J List of Attachments.

7. Proposal Submission Deadline: Offerors shall submit three (3) hard copies and one (1) electronic copy of each proposal to the following address not later than 12:00 Noon Eastern Standard Time on the 30th (30) calendar day after the release of this solicitation. However, if this date is a Saturday or Sunday, then proposals shall be submitted NLT 12:00 Noon on the following Monday.

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

Attachment 4

SECTION M, EVALUATION FACTORS FOR AWARD

28TH MAY, 2004

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

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

3. Mission Capability/Proposal Risk Area. Ratings will focus on the offeror's proposal strengths, proposal inadequacies and/or deficiencies and risk. Mission Capability will be evaluated using the color ratings that are set forth in AFFARS 5315.305 (a) (3) (A) and Table 5315-3. Proposal risk will be evaluated at the Mission capability subfactor level and each subfactor will receive one of the Proposal Risk ratings as defined at AFFARS 5315.305(a)(3)(ii).

a. Evaluation Subfactors. The Mission Capability area will be evaluated on the following 4 subfactors:

- (1) Mitigation of ambient environmental effects on system's operational capability.
- (2) Reliability Assurance processes
- (3) Factory Acceptance Test (FAT)
- (4) Installation & Site Acceptance Test (SAT)

b. Threshold Performance Requirements, as defined in AFFARS 5315.001, are identified in the Statements of Work, the System Requirements Documents, and the CDRL Exhibits that are attached to the Model Contract as part of this solicitation. Any features or technical offerings that enhance the contract deliverables will be considered in the Best Value determination.

4. Price Area. The offeror's proposed price will be evaluated for price reasonableness IAW FAR15.404.

5. Past Performance Area. Past Performance evaluation is accomplished through assignment of a confidence rating based on assessing performance risk. The six (6) Past Performance ratings are set forth in AFFARS Table 5315-2. The main purpose of the Past Performance evaluation is to appropriately consider each offeror's demonstrated record of contract compliance in supplying products and services that meet the customer's needs, including cost and schedule. This is accomplished by reviewing aspects of the offeror's relevant Past Performance, focusing on and targeting performance which is relevant to the Mission Capability subfactors, and cost and price.

6. Order of Importance of Evaluation Factors. Mission Capability/Proposal Risk and Past Performances are equal to each other and each is more important than Price.

FA8730-04-R-0001

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

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (12) Please submit (prefer USPS mail) your proposal in electronic format (3.5 inch diskette or CD-ROM, MS Word or MS Excel acceptable, version MS 2000 or 1998) AND three (3) hardcopies to the attention of the addressee or Mr. Edwin Johnson @ 781-377-9304, email: edwin.johnson@hanscom.af.mil.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from 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.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil/>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly

to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com/>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423 or 269-961-5757.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

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

Mission capability is more important than price and price is more important than past performance.

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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

(a) Definitions. As used in this provision:

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

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

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

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

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name:

TIN:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Number of Employees Average Annual Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small

Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO COUNTRY OF ORIGIN

___ List line item numbers and country of origin as applicable.

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

(g).

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

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

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

FTA Country or Israeli End Products

LINE ITEM NO COUNTRY OF ORIGIN

___ Insert line item numbers and country of origin, as applicable

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO COUNTRY OF ORIGIN

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

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

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

(g)(1)

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

Canadian End Products

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products

Line Item No.: Country of Origin:

___ [List as necessary]

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

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

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

Other End Products

Line Item No.: Country of Origin:

___ [List as necessary]

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

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

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

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

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

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

(1) Listed end products.

N/A

N/A

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

(a) Definitions. As used in this provision-

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

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country

the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

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

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

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

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

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

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

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

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

5. DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (Sep 1994)

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

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

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

(i) Means--

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

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

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

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

(4) "Proscribed information" means--

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmented Information (SCI).

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

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

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

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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**6. DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (Nov 1995)**

(a) Definitions. As used in this clause-

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

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

(including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

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

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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

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

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

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

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

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

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