

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-A7		PAGE OF PAGES 1 41	
2. CONTRACT NO.		3. SOLICITATION NO. <b>FA8726-07-R-0018</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>29 JUN 2007</b>		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY 653 ELSG/PK CODE FA8726 GLOBAL INFORMATION GRID SYSTEMS AIR FORCE MATERIEL COMMAND, USAF 5 EGLIN ST HANSCOM AFB, MA 01731-2100 PATRICK N. JACKSON 781-377-3848 PATRICK.JACKSON@HANSCOM.AF.MIL				8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Minuteman MEECN Program (MMP) Upgrade System Development and Demonstration Phase									
10. FOR INFORMATION CALL: ➡		A. NAME MARIAH G. BLAINE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 781-377-0971			C. E-MAIL ADDRESS mariah.blaine@hanscom.af.mil		
<b>11. TABLE OF CONTENTS</b>									
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <b>180</b> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE			18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡					
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		

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

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0001</b>	<i>Noun:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i>	1 Lot MMP UPGRADE DESIGN/DEVELOPMENT (3600 FUNDS) N - Not Applicable R - COST PLUS AWARD FEE SOURCE DESTINATION DESTINATION	_____ _____
	<i>Descriptive Data:</i> <p>A. The Contractor shall design, develop, integrate, fabricate, test, and demonstrate the Minuteman MEECN Program (MMP) Upgrade Terminal hardware, firmware, and software with SCA-compliant LDR/XDR waveform capabilities, Higher Authority Rapid Message Processing Element (HAC/RMPE) integration, and Improved Terminal Operator Control (TOC) to include development of technical manuals, operations and maintenance training, related Peculiar Support Equipment (PSE), Common Support Equipment (CSE), and System Integration Labs (SILs).</p> <p>B. The Contractor shall provide five (5) Production Representative Test units to complete required LDR and XDR testing with UFO-E, Milstar, and AEHF on-orbit satellites. Hardware and software for LDR, XDR, TOC, and HAC/RMPE capabilities shall be included and tested in the Production Representative Test units. The contractor shall provide preoperational support during Government DT&amp;E and OT&amp;E. At a minimum preoperational support shall include spares, repair parts, support equipment, technical &amp; engineering support.</p> <p>C. All design, development and test processes will be in accordance with the ICBM Systems Wing and ICBM Prime Integration Contract (IPIC) processes, Attachment 1 Statement of Work (SOW), Attachment 4 Technical Requirements Document (TRD), and the documents referenced in Section C and J. Support for Site Surveys, Installation Planning, Development Testing (DT), and Operational Test and Evaluation (OT&amp;E) support shall be provided for the locations listed in Contract Attachment 10.</p> <p>D. This is a Cost Plus Award Fee (CPAF) CLIN. The Contractor may earn Award Fee in accordance with Attachment 5, Minuteman MEECN Program Upgrade System Development and Demonstration (SDD) Award Fee Plan.</p> <p>a. The estimated total cost is: _____.</p> <p>b. The maximum possible Award Fee is: 9%.</p> <p>c. There is 3% Base Fee associated with this CLIN.</p> <p>E. This CLIN is incrementally funded.</p> <p>F. Period of Performance: Contract Award to successful completion of MMP Upgrade Integrated Testing and resolution of anomalies identified during testing</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0002</b>		1	
		Lot	
	<i>Noun:</i>	MMP UPGRADE CPAF DATA	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. The Contractor shall deliver data in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Section J, Exhibit A.		
	B. This CLIN is not separately priced. The cost of this CLIN is included in the price of CLIN: 0001.		
<b>0003</b>	OPTION CLIN		
	<i>Noun:</i>	RESERVED	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
<b>0004</b>	OPTION CLIN		
	<i>Noun:</i>	RESERVED	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**0005**      OPTION CLIN (supply) \_\_\_\_\_

*Noun:*                      MMP UPGRADE FFP DATA

*NSN:*                      N - Not Applicable

*DD1423 is Exhibit:*      A

*Contract type:*          J - FIRM FIXED PRICE

*Inspection:*              DESTINATION

*Acceptance:*              DESTINATION

*FOB:*                      DESTINATION

*Descriptive Data:*

A. The contractor shall deliver data in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Section J, Exhibit A.

B. Data is not separately priced. The cost of this CLIN is included in the price of Option CLINs 0010-0016 and 0020.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0006</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> MMP UPGRADE SYSTEM DEVELOPMENT AND DEMONSTRATION PHASE ADDITIONAL DATA</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide Government Purpose Rights for all data and software for all deliverables under this contract scheduled to be provided with less than Government Purpose Rights. These data or software items are listed in Attachment 11, Minutemen MEECN Program Upgrade System Development and Demonstration (SDD) and Optional Production Technical Data Furnished with Less Than Unlimited Rights.</p> <p>B. This is an Option CLIN. The Government may exercise this option for any or all of the items listed in Attachment 11. Total price for this CLIN will be the sum of the item prices of each item exercised. Items to be delivered with additional rights under this CLIN will be specified in the contract modification exercising this option.</p> <p>C. The Government may exercise this option anytime during the contract period of performance.</p> <p>D. This CLIN is specifically to allow the Government to purchase additional rights in technical data and software, with the goal to negotiate "Government Purpose Rights" as defined by DFARS Clause 252.227-7013 and DFARS 252.227-7014. This does not negate the Government's Rights under DFARS Part 227 to technical data and/or computer software and computer software documentation developed under the contract exclusively with Government funds or mixed funding.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0007</b>	<p><i>Noun:</i> MMP UPGRADE SDD PHASE ENGINEERING SERVICES</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> Y - TIME AND MATERIALS</p> <p><i>Start Date:</i> ASREQ</p> <p><i>Completion Date:</i> ASREQ</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide installation support and engineering services in accordance with Attachment 1 Statement of Work, ICBM Systems Wing and ICBM Prime Integration Contract (IPIC) Processes, Attachment 4 TRD, and the documents referenced in Section C and J.</p> <p>B. The elements of Attachment 8 Minuteman MEECN Program Upgrade Development and Demonstration and Optional Production Work Breakdown Structure shall apply to this CLIN.</p> <p>C. Task Requirement Notices (TRN) may be issued under this CLIN for tasks involving:</p> <ol style="list-style-type: none"> <li>1. Engineering studies,</li> <li>2. Engineering services,</li> <li>3. Training</li> </ol> <p>D. The Contractor shall provide these services as directed by the Government through Task Requirement Notices (TRN) issued in accordance with Special Provisions ESCH010 entitled Task Requirements Notice - Time and Materials (MAY 2007) and B036 entitled Contract Type-Time and Materials (FEB 1997). The price of each task will be determined on Labor Hour basis from the rates contained in Exhibit B, MMP Upgrade Labor Hour Rates.</p> <p>E. The period of performance for each task will be designated in the Task Requirement Notice.</p>		
<b>0008</b>	<p><i>Noun:</i> MMP UPGRADE SDD PHASE TIME AND MATERIALS DATA</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> Y - TIME AND MATERIALS</p> <p><i>Start Date:</i> ASREQ</p> <p><i>Completion Date:</i> ASREQ</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide monthly cost reports and copies of data generated under this task to the Government, if activity under this task occurs during a given month. This information will be in Contractor format.</p> <p>B. Data is not separately priced. The cost of this CLIN is included in the price of CLIN 0007.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0009		1	
		Lot	
	<i>Noun:</i>	AWARD FEE (3600 FUNDS)	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor may earn Award Fee in the performance of CLIN 0001 in accordance with clause "B038 Contract Type: Cost-Plus-Award-Fee (date), and Section J Attachment 5 MMP Upgrade Award Fee Plan.		
0010	OPTION CLIN (supply)		
	<i>Noun:</i>	TEU/TOC UPGRADE B-KIT	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall fabricate, test and deliver B Kits with all TEU/TOC Upgrade associated hardware and software necessary to field LDR/XDR capable HW with Improved TOC and LDR/TOC Software. Contractor shall deliver in accordance with the requirements of Atch 1 Statement of Work, Atch 4 TRD and the documents referenced in Sections C and J. This option CLIN is for TEU/TOC B-Kits IAW Section C and Attachment 12, B-Tables and in accordance with Special Provision, ESC H008-Procedures for Initial Order and Option Exercise.		
0011	OPTION CLIN (supply)		
	<i>Noun:</i>	HAC/RMPE UPGRADE B-KITS	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall fabricate, test and deliver B Kits with all HAC/RMPE associated hardware and software necessary to field LDR/XDR/TOC capabilities. Contractor shall deliver in accordance with the requirements of Atch 1 Statement of Work, Atch 4 TRD and the documents referenced in Sections C and J. This option CLIN is for HAC/RMPE Upgrade B-Kits IAW Section C and Attachment 12, B-Tables and in accordance with Special Provision, ESC H008-Procedures for Initial Order and Option Exercise.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0012</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> TEU/TOC UPGRADE A-KITS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> DESTINATION</p>		
	<p><i>Descriptive Data:</i></p> <p>The contractor shall fabricate, test and deliver A Kits to the final TEU/TOC Upgrade Baseline of the MMP Upgrade System. The kit is comprised of necessary cabling and hardware to provide an integrated interface to the MMP Upgrade system in accordance with the requirements of Atch 1 Statement of Work, Atch 4 TRD and the documents referenced in Sections C and J. This option CLIN is for TEU/TOC A-Kits IAW Section C and Attachment 12, B-Tables and in accordance with Special Provision, ESC H008-Procedures for Initial Order and Option Exercise.</p>		
<b>0013</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> HAC/RMPE UPGRADE A-KIT</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> DESTINATION</p>		
	<p><i>Descriptive Data:</i></p> <p>The contractor shall fabricate, test and deliver A Kits to the final HAC/RMPE Baseline of the MMP Upgrade System. The kit is comprised of necessary cabling and hardware to provide an integrated interface to the MMP Upgrade system in accordance with the requirements of Atch 1, Statement of Work, Atch 4, TRD and the documents referenced in Sections C and J. This option CLIN is for HAC/RMPE A-Kits IAW Section C and Attachment 12, B-Tables and in accordance with Special Provision, ESC H008-Procedures for Initial Order and Option Exercise.</p>		



ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0014</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> TEU/TOC SPARES KIT</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. The contractor shall produce, acquire, checkout, test and deliver PME Line Replaceable Units (LRUs) and PME Shop Replaceable Units (SRUs) in accordance with the requirements of Work Description/Specification listed in Section C of this contract. This option CLIN is for TEU/TOC Upgrade Spares Kits IAW Section C and Attachment 12, B-Tables and in accordance with Special Provision, ESC H008-Procedures for Initial Order and Option Exercise.</p>		
<b>0015</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> HAC/RMPE SPARES KIT</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>1. The contractor shall produce, acquire, checkout, test and deliver PME Line Replaceable Units (LRUs) and PME Shop Replaceable Units (SRUs) in accordance with the requirements of Work Description/Specification listed in Section C of this contract. This option CLIN is for HAC/RMPE Spares Kits IAW Section C and Attachment 12, B-Tables and in accordance with Special Provision, ESC H008-Procedures for Initial Order and Option Exercise.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0016</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> XDR WAVEFORM MODIFICATION KITS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A The contractor shall fabricate, test, and deliver the MMP Upgrade SCA-compliant AEHF XDR waveform modification kits with software and hardware demonstrated during SDD (CLIN 0001) with an on-orbit AEHF XDR capable satellite. All CLIN 0010 Modification kits shall be updated with AEHF XDR waveform hardware and software changes required to achieve the full XDR/LDR/TOC requirements of the Attachment 4 TRD.</p> <p>B. All fabrication and test processes will be in accordance with the Attachment 9 ICBM Systems Wing and ICBM Prime Integration Contract (IPIC) processes, Attachment 1 SOW, Attachment 4 TRD, and the documents referenced in Section C and J. Support for Site Surveys, Installation Planning, Development Testing (DT), and Operational Test and Evaluation (OT&amp;E) support shall be provided for the locations listed in Contract Attachment 10 Installation Locations.</p>		
<b>0017</b>	OPTION CLIN		
	<p><i>Noun:</i> REFURBISHMENT OF PRODUCTION REPRESENTATIVE TEST UNITS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A. Contractor shall refurbish Weapon System and Operational Test Units to the final LDR/XDR TEU, TOC, and HAC/RMPE Baseline configuration.</p> <p>B. The Weapon System and Operational Test Units shall be refurbished and inserted into the MMP Upgrade installation schedule. The five units are considered part of the total number of MMP Upgrade units and shall be identical in form, fit and function to the Option CLINs 0010, 0011, 0012, 0013 and 0016 production B Kits and A Kits.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0018</b>	OPTION CLIN (service)		
	<p><i>Noun:</i> MMP UPGRADE PRODUCTION PHASE INSTALLATION SUPPORT AND ENGINEERING SVS</p> <p><i>Descriptive Data:</i></p> <p>A. This is a Time and Materials (T&amp;M) CLIN. The Contractor shall provide installation support and engineering services in accordance with Attachment 1 Statement of Work (SOW), ICBM Systems Wing and ICBM Prime Integration Contract (IPIC) Processes, Attachment 4 TRD, and the documents referenced in Section C and J.</p> <p>B. The elements of Attachment 8 Minuteman MEECN Program Upgrade Development and Demonstration and Optional Production Work Breakdown Structure shall apply to this CLIN.</p> <p>C. Task Requirement Notices (TRN) may be issued under this CLIN for tasks involving:</p> <ol style="list-style-type: none"> <li>1. Engineering Studies,</li> <li>2. Engineering Services,</li> <li>3. Installation,</li> <li>4. Integration,</li> <li>5. Factory Training</li> </ol> <p>D. the Contractor shall provide these services as directed by the Government through Task Requirement Notices (TRN) issued in accordance with Special Provisions ESC H010 entitled Task Requirements Notice-Time and Materials (JUN 2007) and B036 entitled Contract Type-Time and Materials (FEB 1997). The price of each task will be determined on Labor Hours basis from the rates contained in Exhibit B, MMP Upgrade Labor Hour Rates.</p> <p>E. The period of performance for each task will be designated in the Task Requirement Notice.</p>		
<b>0019</b>	OPTION CLIN (service)		
	<p><i>Noun:</i> INTERIM CONTRACTOR SUPPORT</p> <p><i>Descriptive Data:</i></p> <p>This is a Time and Materials (T&amp;M) CLIN. The contractor shall provide Interim Contractor Support to include Engineering, Technical and Depot Repair support for delivered MMP Upgrade systems and components in accordance with the ICBM Systems Wing and ICBM Prime Integration Contract (IPIC) processes, Attachment 1 Statement of Work (SOW), Attachment 4 Technical Requirements Document (TRD), and the documents referenced in Section C and J.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0020</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> SUPPORT EQUIPMENT</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide MMP Upgrade Support Equipment units (integrated hardware and software) for TEU/TOC Organizational Level Maintenance tasks, for HAC/RMPE depot level maintenance tasks and for cryptographic unit initialization.</p> <p>B. Support Equipment units provide capabilities for support of SCA-compliant LDR/XDR waveform, LDR/XDR/TOC H/W and S/W, cryptographic unit initialization, HAC/RMPE depot level repairs and Improved Terminal Operator Control.</p> <p>C. This option CLIN is for Support Equipment IAW Section C and Attachment 12, B-Tables and in accordance with Special Provisions, ESC H008-Procedures for Initial Order and Options Exercise.</p>		
<b>0021</b>			
	<p><i>Noun:</i> TRAVEL</p> <p><i>Contract type:</i> S - COST</p> <p><i>Start Date:</i> ASREQ</p> <p><i>Completion Date:</i> ASREQ</p> <p><i>Descriptive Data:</i></p> <p>The Contractor shall provide travel in support of MMP Upgrade on a cost-reimbursable basis, in accordance with Joint Travel Regulation. No profit or fee will be paid in support of this CLIN. Travel will be conducted in accordance with Special Provisions H047, Travel and does not include labor costs incurred during travel.</p>		

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

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)**

Total Price \_\_\_\_\_ (insert total price)

Applicable to following Line Items: 0006, 0010, 0011, 0012, 0013, 0014, 0015, 0016 and 0020

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

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete Option CLINs and CLIN(s) 0007, 0018 and 0019 within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

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

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the all CLIN(s) is \$5,000,000.00.

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

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

(a) The total estimated cost of performance is TO BE NEGOTIATED

(b) The base fee is 3%

(c) The maximum award fee is 9%

(d) The award fee earned for performance from inception of contract through the evaluation period ending TO BE DETERMINED has been determined to be TO BE DETERMINED IN ACCORDANCE WITH ATTACHMENT 5, MMP UPGRADE AWARD FEE PLAN.

**B042 SEGREGATION OF COSTS (DEC 2005)**

The Contractor shall segregate all costs associated with contract line item(s) 0001, 0006, 0007, 0009, 0010, 0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020 and 0021 of this contract from the costs associated with the other CLINs of this contract.

**B049 OPTIONS (APR 2000)**

The Government may require performance of the work required by CLIN(s) 0006, 0010, 0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019 and 0020. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before the period stated in the descriptive data of each Option CLIN.. If the Government exercises this option(s) by the date identified as the end of the

Government's right to exercise in the descriptive data of each Option CLIN , the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

See Option CLIN descriptions for cost/price, period of performance, and option exercise period.

**B054 IMPLEMENTATION OF LIMITATION OF FUNDS (DEC 2005)**

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLINS TO BE DETERMINED through TO BE DETERMINED is TO BE DETERMINED. It is estimated that this amount is sufficient to cover performance through DATE TO BE DETERMINED.

**B058 CONTRACT TYPE: COST-PLUS-FIXED-FEE (DEC 2005)**

The estimated cost and fee for Option CLIN 0017, i f option exercised, is shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost TO BE DETERMINED  
Fixed Fee: 6%

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

**OTHER CONTRACT CLAUSES IN FULL TEXT**

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

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

CLINs	EXHIBIT	DESCRIPTION/SPECIFICATIONS	DATE
0001-0020	A	CONTRACT DATA REQUIREMENTS LIST	TBD
0007, 0018, 0019	B	LABOR HOUR RATES	TBD

CLINs	ATTACHMENTS	DESCRIPTION/SPECIFICATIONS	DATE
ALL	1	STATEMENT OF WORK	TBD
ALL	2	DD FORM 254	TBD
ALL	3	SECURITY CLASSIFICATION GUIDE	TBD
ALL	4	TECHNICAL REQUIREMENT DOCUMENTS	TBD
0001 & 0009	5	AWARD FEE PLAN	TBD
ALL	6	GOVERNMENT FURNISHED PROPERTY LISTING	TBD
ALL	8	WORK BREAKDOWN STRUCTURE	TBD
0018	10	SITE INSTALLATION LOCATIONS/SCHEDULE	TBD
0006	11	DATA AND SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS	TBD
0010-0016	12	B-TABLE	TBD
0007, 0018	14	TASK REQUIREMENT NOTICES	TBD

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

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

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

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

5352.247-9009 MILITARY PACKAGING AND MARKING (AFMC) (AUG 2002)

Current edition. 'D, Notice 1, 10 May 2002'

Current edition. 'P, Change 3, 29 Oct 2004'

5352.247-9011 PACKAGING AND MARKING OF HAZARDOUS MATERIALS (AFMC) (SEP 1998)



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

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)  
52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)  
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)  
52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT  
(MAY 2001)  
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

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

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

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250) (MAY 1997)**

The Contractor shall prepare and submit a final DD Form 250 on a one-time basis collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. The DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

**E006 PAYMENT REQUEST AND RECEIVING REPORT SUBMISSION INSTRUCTIONS (AUG 2006)**

(a) Pursuant to DFARS 252.232-7003, Electronic Submission of Payment Requests, use of the Wide Area Work Flow - Receipt and Acceptance (WAWF-RA) system for electronic submission of payment requests and receipt/acceptance documents is mandatory for this award. In accordance with DFARS 252.246-7000, Material Inspection and Receiving Report, use of WAWF-RA fulfills the requirements for submission of DD Form 250s.

(b) Technical reports are not to be submitted as attachments in WAWF-RA. Delivery instructions and addresses for these reports are specified in Section F of the schedule and/or on the Contract Data Requirements List (CDRL).

(c) A copy of the receiving report printed from WAWF-RA shall accompany each shipment which requires a DD Form 250/receiving report.

(d) PROCESSING STATUS. Any inquiry as to the processing status of a payment request or receiving report should be made to the following office: 639 ELSS/KM, 45 Arnold Street, Hanscom AFB, MA 01731.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	FA8726	FA8726		ASREQ
	<i>Noun:</i>	MMP UPGRADE DESIGN/DEVELOPMENT (3600 FUNDS)				
	<i>ACRN:</i>	9				
	<i>Descriptive Data:</i>					
	Final acceptance will take place upon completion of MMP integrated testing in accordance with the Integrated Master Schedule.					
0002		1	FA8726	FA8726		ASREQ
	<i>Noun:</i>	MMP UPGRADE CPAF DATA				
	<i>ACRN:</i>	9				
	<i>Descriptive Data:</i>					
	Period of performance is concurrent with CLINs 0001					
0009		1	FA8726	FA8726		ASREQ
	<i>Noun:</i>	AWARD FEE (3600 FUNDS)				
	<i>ACRN:</i>	9				

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

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

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

**OTHER CONTRACT CLAUSES IN FULL TEXT**

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

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

See each option CLIN description in section B.

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

Period of performance under this contract shall be TO BE NEGOTIATED.

**F003 CONTRACT DELIVERIES (FEB 1997)**

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

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

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

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

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

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

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**ESC-G1 ADMINISTRATIVE INFORMATION (JUL 2005)**

1. Administrative Information:
  - a. Contracting Office Representative: Patrick Jackson
  - b. Contracting Officer: Mariah G. Blaine
  - c. Office Symbol of PCO: ELSG/PK
  - d. Telephone Number: 781-377-3848
  - e. Fax Number: 781-377-7496
  - f. Internet Address: patrick.jackson@hanscom.af.mil

**ESC-G2 ADMINISTRATIVE CONTRACTING OFFICE (JUL 2005)**

1. Administrative Information:
  - a. Administrative Contracting Officer: \_\_\_\_\_
  - b. Office Symbol of ACO: \_\_\_\_\_
  - c. Telephone Number: \_\_\_\_\_
  - d. Fax Number: \_\_\_\_\_
  - e. Internet Address: \_\_\_\_\_

**G002 PROGRAM MANAGER (MAY 1997)**

Program Manager: Lt. Alex R. White , 781-377-8266

**G004 MASSACHUSETTS SALES TAX (MAY 1997)**

Massachusetts Sales Tax should NOT be included in prices submitted as sales to the United States Government are exempt from this tax. ESC Massachusetts Exemption No. is E-042-I28-085.

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

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

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
TO BE DETERMINED PRIOR TO AWARD		

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

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

**G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 2006)**

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

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

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to:

AFMCLO/JAZ  
Bldg 11, Room 100  
2240 B Street  
Wright Patterson AFB, Ohio 45433-7109

The Air Force Material Command Center patent administrator can be reached at (937) 255-2838.

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

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

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.234-04 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)**

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

**B. OTHER CONTRACT CLAUSES IN FULL TEXT**

**ESC-H001 ELSG PROGRAM OFFICE SUPPORT CONTRACTORS (JUN 2007)**

The Government has contracted with Engility Corporation, BTAS Corporation, Sultan Consultants Corporation, Mosaic Data Systems Corporation, Abacus Technology Corporation, Lawrence Battelle Corporation, ManTech International, Tecolote, Odyssey Systems, Aero Thermo Technology and Booz Allen Hamilton, who are Information Technology Services Program (ITSP) personnel and General

Dynamics for information technology services. These Contractors will provide support to the Electronic Systems Center/Strategic Nuclear Deterrence C2 SPO on the MMP Upgrade Project. The Government contracts with the aforementioned contractors and their employment contracts with their personnel prohibit unauthorized dissemination of data to which it or its employees have access. It is the Government's intent to use the services of the aforementioned Contractors in a purely consultative role in technical evaluation. The purpose of this review is to evaluate from a technical and cost/pricing data standpoint whether system concept and performance can be expected to be achieved on schedule and within cost and to assure that the impact of new data, developments, and modified requirements is properly assessed. Engility Corporation, BTAS Corporation, Sultan Consultants Corporation, Mosaic Data Systems Corporation, Abacus Technology Corporation, Lawrence Battelle Corporation, ManTech International, Tecolote, Odyssey Systems, Aero Thermo Technology and Booz Allen Hamilton and General Dynamics Information Technology INC. have agreed not to engage in the manufacture or production of hardware or software which is related to the MMP Upgrade Program and to refrain from disclosing proprietary information to unauthorized personnel. The Contractor agrees to cooperate with the above described ESC support contractors by engaging in technical discussions with their personnel and by their personnel access to information and data relating to technical matters concerning this contract to the same degree such access is accorded Government project personnel. Modification of the Contractor's technical effort and/or contract requirements shall be affected only by the written direction of the Contracting Officer. From time to time, the list of Contractors may change. If this occurs, the list may be altered by written notification from the Contracting Officer to the Contractor without cost impact to this contract. No support Contractor shall be allowed to visit (To BE DETERMINED) facilities without prior approval by both (To BE DETERMINED) and ESC Program Management. In the event the action of any support Contractor is construed to be direction, the Contracting Officer shall be notified in accordance with the "Notification of Changes" clause.

#### **ESC-H002 NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS SUPPORT, GENERAL SYSTEMS ENGINEERING AND INTEGRATION (GSE&I) (JUN 2007)**

(a) The Government has contracted with Northrop Grumman Space and Mission Systems (NGMS), who is the Intercontinental Ballistic Missile (ICBM) prime integrator contractor under contract F42610-98-C-0001 (IPIC contract). This contractor will provide support to the Electronic Systems Group MEECN Squadron (639 ELSG/KM) on the Minuteman Minimum Essential Emergency Communications Network Program (MMP) Upgrade program. The support will include technical services and guidance provided to the Government program manager on matters pertaining to weapon systems engineering, program management support, General Systems Engineering and Integration.

(b) Explanation of NGMS' role:

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

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

(3) NGMS has agreed not to engage in the manufacture or the production of hardware or software related to the MMP Upgrade. The Government contract with NGMS and the NGMS Organizational Conflict of Interest Mitigation Plan prohibit unauthorized dissemination of data to which it or its employees have access.

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

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

(e) It is the Government's intent to use the services of the aforementioned Contractor in a purely consultative role in technical evaluation. The purpose of this review is to evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost and to assure that the impact of new data, developments, and modified requirements are properly assessed. The contractor agrees to cooperate with NGMS by engaging in technical discussions with their personnel and by permitting their personnel access to information and data relating to technical matters to include basis of estimates concerning this contract to the same degree such access is accorded Government project personnel.

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

(g) The Contractor shall not be allowed to visit (To BE DETERMINED) facilities without prior approval by both (To BE DETERMINED) and ELSG/KM Program Management. In the event the action of this Contractor is construed to be direction, the Contracting Officer shall be notified in accordance with the "Notification of Changes" clause.

#### **ESC-H003 ASSOCIATE CONTRACTOR AGREEMENTS (JUN 2007)**

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the Minuteman Minimum Emergency Essential Communications Network (MEECN) Program (MMP) Upgrade which shall ensure the greatest degree of cooperation for the development, production, fielding and maintenance of the program to meet the terms of the contract. Associate contractors are listed in (h) below.

(b) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.
- (2) Identify the program involved and the relevant Government contracts of the associate contractors.
- (3) Describe the associate contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Include the expiration date (or event) of the ACA.
- (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs associated with the agreements are included in the negotiated cost of this contract.



Agreements may be amended as required by the Government during the performance of this contract.

(h) The following contractors are associate contractors with whom agreements are required:

CONTRACTOR	ADDRESS	PROGRAM/CONTRACT:
Northrop Grumman Corporation	888 South 2000 East Clearfield, UT 84015	ICBM Prime Integrator (IPIC) N42610-98-C-0001, P01613

#### **ESC-H006 GOVERNMENT REVIEW OF CONTRACTOR PROCESSES (JUN 2007)**

The government reserves the right to conduct up to three (3) Process In-Execution Reveiws (PIERs) to assess the risks associated with the contractor's systems and software engineering as well as program management process implementation and maturity on the MMP Upgrade program. The PIER will be based on the Software Engineering Institute (SEI) Standard CMMI Appraisal Method for Process Improvement (SCAMPI) Method B. The contractor will be notified not less than thirty (30) days in advance of the date for conduct of the PIER and will be provided with a plan identifying the process areas for risk assessment. No less than one (1) week prior to the PIER, the contractor shall provide electronic copies or artifacts required as evidence of process implementation in accordance with the SCAMPI Method B. The results of the PIER will be included in the overall assessment of contractor performance during this phase of the program and will be included as past performance information for any future MMP Upgrade contract actions.

#### **ESC-H007 ENGINEERING CHANGE PROPOSALS (JUN 2007)**

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in contractor format.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or a "not less than" cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost of the engineering change is \$550,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

#### **ESC-H008 PROCEDURES FOR INITIAL ORDER AND OPTION EXERCISE (JUN 2007) (TAILORED)**

Applicable to Option CLINs 0010 through 0016

NOTE: Staggered delivery dates for CLINs 0010 through 0016 shall be as annotated on Attachment 12, B-Tables .

a. General

Optional Contract Line Item Numbers (CLINs) 0010 through 0016 are Variable Quantity Option Information CLINs for the purchase of MMP Upgrade Kits and Spares. These Variable Quantity Option CLINs establish the framework for "ordering" this Production Equipment (PE). Option CLIN 0005 is an Option CLIN for data associated with Option CLINs 0010 through 0016 and is NSP. The Government

shall purchase Production Equipment and Spares by unilaterally exercising options and by establishing SubCLINs under the aforementioned Option CLINs. Options will be exercised annually at the beginning of the fiscal year as funding becomes available. For the first procurement year, if production start falls in the middle of the year, the annual option would be exercised in the middle of the year. Upon option exercise, priced SubCLINs will be established.

This section will specify the terms and procedures for the initial purchase as well as exercising option SubCLINs.

b. Procedures for Initial Order and Option Exercise, CLINs 0010 through 0016

1. Option Quantities: SubCLINs established under Option CLINs 0010 through 0016 shall be priced in accordance with the Exhibit B and (Section J, Attachment 12) (Note: for the purposes of this contract the option periods will coincide with the Government's fiscal year.)

2. Option Prices: Ordering and exercising options under CLINs 0010 through 0016 is as follows: All options under CLINs 0010 through 0016 will be priced in accordance with the appropriate government Fiscal Year B-Table depicted in the CLIN descriptive data and the grouping procedures described in paragraph 4 below.

3. Ordering Procedures and Delivery Requirements: All options under these CLINs will be exercised by establishing individual SubCLINs which, in accordance with the terms below, will specify quantities and delivery schedules. Individual SubCLINs will specify the items to be delivered. The price for individual SubCLINs will be established by determining the item unit prices for the appropriate quantity groups per respective B Table and multiplying the unit price by the quantity required. The quantity groupings reflected in the B-Tables refer to the total item quantity ordered each fiscal year for purposes of determining the appropriate unit prices. These options will be exercised unilaterally. Under initial option exercise the contractor will complete delivery of items not later than twelve (12) months after option exercise. Furthermore, if several SubCLINs are established on the same modification or are "grouped" (see paragraph 4), they will be treated as one option. Subsequent item delivery schedules will be established in section F of the contract.

4. Grouping Procedures: a) All options exercised within the same four (4) week period (or as proposed by contractor) will be treated as one option, or "grouped" together in order to determine a quantity price and delivery rates. Prior Option SubCLINs exercised within the four-week period would be retroactively adjusted (downwardly priced), when necessary, to reflect the revised quantity price and delivery requirements.

5. Ordering Requirements: Under this contract the Government may unilaterally exercise options at any time between the effective date of the contract and 30 September 2014. The Government is not required to exercise options above the minimum quantity of five (5) TEU/TOC B-kits and A-kits, five (5) HAC/RMPE B-kits and A-kits, five (5) TEU/TOC spare kits, five HAC/RMPE spare kits, and five (5) XDR mod kits. The contractor is not required to accept any options after 30 September 2014. The maximum quantity the Government may order each year is fifty-five (55) TEU/TOC B-Kits and A-Kits, fifty-one (51) HAC/RMPE B-kits and A-kits, seventeen (17) TEU/TOC spare kits, nineteen (19) HAC/RMPE spare kits, and seventy-seven (77) XDR mod kits.

**ESC-H009 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 2007)**

In accordance with the Federal Acquisition Regulation (FAR), Part 9, Subpart 9.5, entitled "Organizational and Consultant Conflicts of Interest, it is understood and agreed that the contractor, under the terms of this contract shall report any potential organizational conflict of interest (OCI), which could serve as a basis for excluding the contractor from supplying products or services to the ordering DOD agencies. Since the contractor under the terms of this contract will have access to government and third party data which might place the contractor in an organizational conflict of interest, the contractor agrees to perform this contract as set forth below:

a. To refrain from unauthorized use of disclosure to any individual, corporation, or organization of information/data/software (referred to hereinafter as "data") proprietary to other companies coming into its possession in connection with the work under this contract for as long as it remains proprietary.

b. To execute company-to-company written agreements with companies having a proprietary interest in such data. These agreements shall prescribe the scope of authorized use of such data as well as necessary safeguards against unauthorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. A copy of such company-to-company agreements shall be furnished promptly after execution of the contract to the Contracting Officer for information purposes.

c. To obtain from each of its employees, whose responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary data or classified Government information, a written agreement, which in substance shall provide that the employee will not, during employment by the Contractor or thereafter, disclose any such proprietary data or classified government information to which the employee had access in connection with the work under this contract.

d. To refrain from utilizing proprietary data or classified government information coming into its possession in connection with work under this contract for purposes other than those for which it has been furnished unless specifically authorized by the organization providing such proprietary data or Government information.

e. To hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

f. This provision shall remain in effect so long as the third party data remains proprietary and/or the Government information remains classified.

#### **ESC-H010 TASK REQUIREMENTS NOTICE - TIME AND MATERIALS (JUN 2007)**

[Applicable to CLIN 0007 & Option CLIN 0018, if exercised]

(a) Task requirements will be defined by issuance of a Task Requirement Notice on a labor hour basis. For purposes of CLIN 0007 and Option CLIN 0018, if exercised, labor, material, travel and subsistence are included. The CO is the only individual authorized to issue Task Requirement Notices under this contract.

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

(c) It is understood and agreed that the Contractor shall use, in the performance of the contract, the labor categories and hours specified in each Task Requirement Notice and shall be paid at the labor rates for each specified labor category set forth in Clause B036, Exhibit B and Attachment 12, to the contract. The Contractor shall only be reimbursed for the hours expended for actual performance of the services ordered under the individual Task Requirements Notice. In the event that the Contractor is required to travel outside of their home territory to perform the services ordered, the Contractor will be entitled to reimbursement of the traveling costs as set forth in the individual Task Requirement Notice.

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

(e) Within thirty (30) days after the completion of each Task Requirements Notice, an authorized representative of the Contractor shall certify, in writing to the CO (with a copy to the ACO), the number of hours used in each labor category and all cost-reimbursement expenditures incurred in the performance

of the Task Requirements Notice. This certification will also identify who performed the labor, i.e., the prime contractor or a specified subcontractor. In the event that the Contractor expends fewer hours than set forth in any individual Task Requirements Notice, upon completion of the Task Requirements Notice effort, the ceiling value of that Task Requirements Notice shall be adjusted downward (closeout) to reflect the actual number of hours expended.

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

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

#### **ESC-H011 TRANSFER OF CUSTODY AND/OR RISK RESPONSIBILITY FOR OPTION CLINS 0010 THROUGH 0016 PRODUCTION UNITS (JUN 2007)**

a. Acceptance of Wide Area Work Flow (WAWF) Receiving report by the Government shall not constitute transfer of custody and/or risk responsibility to the Government for Option CLINs 0010 through 0016 items. Custody and risk responsibility shall remain with the seller until after Government "acceptance" at completion of site installation and passing installation and checkout tests by the items at the installation site. The Seller shall provide the Option CLINs 0010 through 0016 items to Northrop Grumman Mission Systems Division for installation under the 526 Intercontinental Ballistic Missile (ICBM) Wing Prime Integration Contract (PIC). Northrop Grumman performs the ICBM integration and management functions for the 526 ICBM System Wing that were previously performed by the Government and controls of all aspects of the ICBM Weapon System. Northrop Grumman will install the Option CLINs 0010 through 0016 items provided by the seller using source data provided by the seller; therefore, the risk and responsibility for the performance of the production units will remain with the seller until final Government "Acceptance" at completion of site installation. All accepted hardware shall be transferred to the appropriate site location via a properly completed DD1149 and other documentation that may be necessary.

b. Accordingly, the MMP Upgrade Contractor will retain care, custody, and control of these parts until final Government acceptance of OPTION CLINs 0010 through 0016, as set forth in Section E and F of this contract at which time care custody, and control shall pass to the Government. During care, custody, and control of such hardware, the MMP Upgrade Contractor shall correct non-conformances, deficiencies, and open actions in accordance with FAR Part 45. These corrections shall be performed at no change to the price or schedule of the contract. The MMP Upgrade Contractor shall provide for transportation and storage of these parts while in their care, custody and control.

c. Additionally, seller shall not utilize accepted hardware for any other purposes without the expressed written permission of the Government.

d. Failure to agree on the execution of the parties' obligations under this clause shall be subject to Disputes Clause.

#### **H004 TECHNICAL REVIEW AND GENERAL SYSTEMS ENGINEERING AND INTEGRATION (GSE&I) (MITRE) (DEC 2005)**

##### Technical Review

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

##### (b) Explanation of MITRE Role

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

(2) The purpose of the review is to:

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

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

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

##### General Systems Engineering & Integration

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

##### (b) Explanation of MITRE Role

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

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

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

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

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

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

#### **H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

#### **H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)**

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

- (a) one copy to: Office of Public Affairs, ESC/PAM, 9 Eglin Street, Hanscom AFB, MA 01731-2118.
- (b) one copy to: Contracting Officer, Mariah G. Blaine, ELSG/PK, 5 Eglin Street Building 1624, Hanscom AFB, Ma 01731-2100.
- (c) one copy to: Program Manager, 1 Lt Alex R. White, ELSS/KM, 45 Arnold Street Building 1600, Hanscom AFB, MA 01731-2120.

#### **H035 INCORPORATION OF SUBCONTRACTING PLAN (DEC 2005)**

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in FA8726-07-R-0018 dated TO BE DETERMINED is incorporated herein by reference or included in Part III, Section J, as Attachment TO BE DETERMINED to the contract.

#### **H047 TRAVEL (FEB 2003)**

(a) The Contractor may be required to travel within the contiguous United States and overseas. The Contractor may be required to travel by Government-provided transportation. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the Contracting Officer. Travel requirements will be identified, proposed, and negotiated on a cost-reimbursement basis. Billable travel costs are air fare, ground transportation, and per diem costs, not labor hours. The Contractor shall be responsible for obtaining any passports or visas and making travel arrangements to and from any CONUS location.

(1) Per diem, air fare, and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. All travel within overseas areas shall be approved in advance by the Contracting Officer.

(2) The Government may provide travel to and from overseas work sites via Air Mobility Command (AMC) flights, if available. AMC travel fees may be Contractor-paid and invoiced to the

Government. The Government will be responsible for obtaining travel clearances and issuance of any required special orders.

(b) Use of AMC transportation shall be approved in advance by the Contracting Officer or designee. Orders authorizing AMC travel will specify the Contractor's Customer Identification Code (CIC). If the Contractor does not have CIC number, the orders will state "special account handling: billing for AMC transportation will be forwarded to TBD (insert Contractor's address)." Use of AMC transportation is subject to availability.

(c) The travel CLIN is intended to pay for travel occurring at the direction of the Government, performed in conjunction with a specific trip authorized in a task order. Travel by clerical support personnel shall be approved in advance by the Contracting Officer.

#### **H059 APPLICATION FOR EQUIPMENT FREQUENCY AUTHORIZATION (FEB 2003)**

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

#### **H063 CONTRACTOR IDENTIFICATION (FEB 2003)**

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### **H090 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (JUL 2003)**

(a) Purpose. This clause establishes a procedure by which the parties agree to change this contract per the Changes clause of this contract without an equitable adjustment to the contract price. The parties agree that each change not exceeding \$10,000.00 (insert dollar amount), which also does not affect the contract delivery or performance schedules or any other contract clause, term or condition shall be a change having no effect on the contract price. For cost contracts, there will be no fee adjustment for each change not exceeding \$10,000.00 (insert dollar amount) which does not affect contract delivery or performance, or any contract provision.

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

proposal or offer, shall be binding on both parties, and shall be a full, complete and final settlement for the directed changes.



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

Database\_Version: 6.9.x.200; Issued: 7/17/2007; FAR: FAC 2005-18; DFAR: DCN20070531; DL.: DL 98-021; Class Deviations: CD 2005o0001; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 06-01; AFAC: AFAC 2007-0531; IPN: 98-009

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

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)
	Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: 'CD-ROM, Microsoft Word and/or Microsoft Excel'
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002)
52.216-08	FIXED FEE (MAR 1997)
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) - ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00'
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) Para (b), Material Identification No: 'To be provided by the offeror'
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-07	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) Para (a), Number of days is '30 days'
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
52.232-01	PAYMENTS (APR 1984)
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-16	PROGRESS PAYMENTS (APR 2003)
52.232-17	INTEREST (JUN 1996)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.234-01	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-02	PRODUCTION PROGRESS REPORTS (APR 1991)

52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE V (APR 1984)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (AUG 1998) Para (e), approval required on subcontracts to: 'TBD' Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (MAY 2004)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-24	LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.248-01	VALUE ENGINEERING (FEB 2000) Para (m). Contract number. 'TBD'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

## **B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (DEC 2004)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV 2003)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED MATERIAL (DEC 1991) Para (b), Precious Metal, Quantity, Deliverable Item (NSN and Nomenclature): 'To Be Provided by the Offeror'
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2005) Para (c)(1)(ii). Items with acquisition cost less than \$5,000. 'TO BE DETERMINED' Para (c)(1)(iii). Attachment Nr. 'TO BE DETERMINED'

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)  
252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 2007)  
252.223-7001 HAZARD WARNING LABELS (DEC 1991)  
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)  
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)  
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)  
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)  
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (DEC 2006)  
252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (DEC 2006)  
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 2007)  
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)  
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)  
252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)  
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)  
252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)  
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)  
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)  
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)  
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)  
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)  
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)  
252.232-7006 ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2003)  
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)  
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)  
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991) - ALTERNATE I (DEC 1991)  
252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)  
Para (a), name of contracting agency(ies): 'United States Air Force'  
Para (a), contract number(s): 'FA8726-05-R-0007'  
Para (b), name of contracting agency(ies): 'United States Air Force'  
252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)  
252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)  
Para (f), Subcontractors selected for application of EVMS: 'to be completed prior to contract award.'  
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JAN 2007)  
252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)  
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)  
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2006)

### **C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)  
Para (c), List of Class I ODSs. 'None'
- 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
- 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)  
Para (b), Any additional requirements to comply with local security procedures 'to be determined. Installations identified in Attachment 7.'

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

- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002)
- 5352.217-9009 PROVISIONING PROCEDURES (AFMC) (AUG 2002)  
Para (a)(2), Complete Activity Address Authorized to Issue PIOs is 'To be determined'  
Para (b)(4), Number of Days '90'  
Para (f)(1), Complete PCO Mailing Address is 'to be determined'  
Para (f)(2), Complete Program Manager's Address is 'to be determined'  
Para (f)(3), Complete Integrated Logistics Support Manager's Address is 'to be determined'  
Final Report, Exhibit A, Data Item: 'to be determined'
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)
- 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I ( JUL 1997 ) - ALTERNATE II (JUL 1997)  
Para (e), List of Installations 'included at Attachment 7.'  
para (f), list of support items 'to be determined.'

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

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

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

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

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

**B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

**252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION) (JUN 2005)**

(a) Definitions. As used in this clause-

(1) "Qualifying country" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(2) "Specialty metals" means any of the following:

(i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals delivered under this contract shall be melted or produced in the United States or its outlying areas or a qualifying country.

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.201-9101 OMBUDSMAN (AUG 2005)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, ESC/CS  
Bldg 1606  
9 Eglin Street  
Hanscom AFB, MA 01731  
Telephone #: 781-377-5106  
Facsimile #: 781-377-4659

E-Mail: ESC.Ombudsman@hanscom.af.mil (Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses). Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	109	19 JUL 2007	CONTRACTOR DATA REQUIREMENTS LIST (CDRL), DD FORM 1423
EXHIBIT B	2	05 JUN 2007	LABOR HOUR RATES
ATTACHMENT 1	43	13 JUL 2007	STATEMENT OF WORK (SOW)
ATTACHMENT 2	11	08 JUN 2007	CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254
ATTACHMENT 3	112	01 NOV 2004	SECURITY CLASSIFICATION GUIDE
ATTACHMENT 4	35	28 JUN 2007	TECHNICAL REQUIREMENTS DOCUMENT (TRD)
ATTACHMENT 5	27	26 JUN 2007	AWARD FEE PLAN
ATTACHMENT 6	2	08 JUN 2007	GOVERNMENT FURNISHED PROPERTY (GFP) LISTING
ATTACHMENT 7	52	13 JUL 2007	INSTRUCTIONS FOR PROPOSAL PREPARATION
ATTACHMENT 8	3	08 JUN 2007	WORK BREAKDOWN STRUCTURE (WBS)
ATTACHMENT 9	15	27 JUN 2007	EVALUATION FACTORS FOR AWARD
ATTACHMENT 10	1	08 JUN 2007	SITE INSTALLATION SCHEDULE AND LOCATIONS
ATTACHMENT 11	2	08 JUN 2007	TECHNICAL DATA AND SOFTWARE FURNISHED WITH LESS THAN GOVERNMENT PURPOSE RIGHTS
ATTACHMENT 12	7	08 JUN 2007	B-TABLES
ATTACHMENT 13	22	19 JUL 2007	COST FORMATS



**Contract FA8726-07-R-0018 has been modified in the following order:**

<b>MOD</b>	<b>PRICE CHANGE</b>	<b>CUM PRICE</b>	<b>OBLIGATION CHANGE</b>	<b>CUM OBLIGATION</b>
BASIC	\$0.00	\$0.00	\$0.00	\$0.00
180001	\$0.00	\$0.00	\$0.00	\$0.00*
180002	\$0.00	\$0.00	\$0.00	\$0.00*

In-process actions are marked with \*.

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

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (OCT 2006)  
252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND  
CANADA--SUBMISSION WITH OFFER (DEC 2006)

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

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)

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

(2) The small business size standard is 750.

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

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended

representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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

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

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

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

#### **I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

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

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

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

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

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

☐ (2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

☐ (3) Certificate of Monetary Exemption.

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

☐ (4) Certificate of Interim Exemption.

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

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

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

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

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

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

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

☐ YES ☐ NO

#### **52.230-07 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

### **B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT**

#### **52.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)**

(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 outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

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

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

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

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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#### **252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)**

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

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

TABLE

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

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

**252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

(a) Definitions. As used in this provision-

- (1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-
  - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
  - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
  - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, 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. 2407(a) prohibits a United States person from taking.

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

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

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

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

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

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

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

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

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

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

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

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

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

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

Date \_\_\_\_\_



Printed Name and Title \_ \_ \_ \_ \_

Signature \_ \_ \_ \_ \_  
\_ \_ \_ \_ \_

(End of identification and assertion)

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

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

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

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

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

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

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

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

**SEE SEPARATE SECTION L ATTACHMENT FOR INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.**

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

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)  
Rated Order: 'DO'
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) -  
ALTERNATE I (OCT 1997)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN  
COST OR PRICING DATA (OCT 1997) - ALTERNATE II (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN  
COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997)  
Alt IV, Para (b), Insert description of the information and the format that are required:  
'See Section L addendum'
- 52.216-01 TYPE OF CONTRACT (APR 1984)  
Type of contract is 'Cost Plus Award Fee, Firm Fixed Price, Time and Material and Cost  
Plus Fixed Fee. Mixed type contract including (in order of predominance). See Section B,  
which identifies the contract type for each CLIN.'
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER  
(MAY 1999)
- 52.233-02 SERVICE OF PROTEST (SEP 2006)  
Para (a) Official or location is 'Procurement Contracting Officer (ELSG/PK, 5 Eglin St.,  
Bldg 1624, Hanscom AFB MA 01731-2100)'

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE  
GOVERNMENT (JUN 1995)
- 252.242-7001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 5352.215-9000 FACILITY CLEARANCE (MAY 1996)
- 5352.225-9004 SUBMISSION OF OFFERS IN OTHER THAN UNITED STATES CURRENCY (JUN  
2006)

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

- 5352.209-9003 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997)  
Para (a), Nature of the proposed conflict is 'TO BE DETERMINED'  
Para (a)(1), nature of the proposed restraint and the applicable time period is 'TO BE  
DETERMINED'

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

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

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

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

**52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

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

**B. OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**ESC-L001 PARTICIPATION BY THE NORTHROP GRUMMAN CORPORATION IN THE EVALUATION OF PROPOSALS (TAILORED) (JUN 2007)**

The Government has contracted with Northrop Grumman Space and Mission Systems (NGMS), who is the Intercontinental Ballistic Missile (ICBM) prime integrator contractor under contract F42610-98-C-0001 (IPIC contract). The Government contract with NGMS and the NGMS Organizational Conflict of Interest Mitigation Plan prohibit unauthorized dissemination of data to which it or its employees have access. It is the Government's intent to use the services of NGMS in a purely advisory role in the technical evaluation of offers to include basis of estimates. The exclusive responsibility for source selection remains with the Government. NGMS will not have access to Contractor's cost data, past performance information, including Contractor Performance Assessment Reports (CPAR) data. If you desire that NGMS be excluded from access to information contained in your offer or excluded from past performance information presented by the PCAG during briefings, kindly so indicate in a letter of transmittal accompanying your offer.

**ESC-L002 PARTICIPATION BY SUPPORT CONTRACTORS IN THE EVALUATION OF TECHNICAL/COST PROPOSALS (JUN 2007)**

The Air Force has contracted with the support contractors cited in Section H clause ESC-H001, ELSG Program Office Support Contractors, for the services of a technical group which is under the program management of the Electronic Systems Center, and responsible to the Air Force for overall technical review of specified Air Force programs. The Air Force contract with the support contractors and support contractor's employment contracts with its personnel, prohibit the unauthorized dissemination of data to which it or its employees have access. It is the Government's intent to use the services of the support contractors in a purely advisory role in the technical evaluation of offers. The exclusive responsibility for source selection remains with the Government. The Government also intends to provide the support contractor personnel access to past performance information, including Contractor Performance Assessment Report (CPAR) data, during formal source selection briefings, but only as it is presented by the Performance Risk Assessment Group (PRAG) at the summary level; access to actual completed CPARs will not be provided. If you desire that an individual support contractor be excluded from access to information contained in your offer or excluded from past performance information presented by the

PRAG during briefings, kindly so indicate in a letter of transmittal accompanying your offer. These companies are the same as those currently supporting the 639 ELSS/KM Program Office.

## **L002 PARTICIPATION BY THE MITRE CORPORATION IN THE EVALUATION OF PROPOSALS (MAY 1997)**

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

## **L011 APPLICABLE CLAUSES (MAY 2002)**

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

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

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

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

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

(e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and associated

implementation in Section H will be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and H081.

#### **L015 RFP TECHNICAL CLARIFICATIONS (FEB 1997)**

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

#### **L021 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (OCT 2005)**

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

#### **L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)**

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

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

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

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

**L037 DD FORM 1423 (FEB 1997)**

(a) All technical data and identified administrative reports contractually required shall be supplied in accordance with attached CDRL or DD Form 1423.

(b) The offeror may propose alternative offers which recommend substitutions or eliminations of the stated requirements. Substantiate each recommendation and describe the projected savings that would result by accepting the alternative offer.

**L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAY 2004)**

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

**L046 SUBMISSION OF COST OR PRICING DATA (FEB 2003)**

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

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the Contracting Officer's request.

SEE SEPARATE SECTION L ATTACHMENT FOR "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS FOR TECHNOLOGY DEVELOPMENT IN SUPPORT OF THE MINUTEMAN MEECN PROGRAM UPGRADE"

**SEE SEPARATE SECTION M ATTACHMENT FOR EVALUATION FACTORS FOR AWARD.**

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

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

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

**OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**ESC-M1 PLANT VISITS (AUG 2005)**

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

**ESC-M2 SOLICITATION TERMS AND CONDITIONS (JUL 2005)**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors and subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.