

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER FA8820-04-R-0001	2. (X one)	3. DATE/TIME RESPONSE DUE 01 MAR 2004 4pm PST
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

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

- If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
- Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including Zip Code)</i> SPACE & MISSILE SYSTEMS CENTER 2420 VELA WAY, SUITE 1467 EL SEGUNDO, CA 90245-4659	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> Space Based Radar Concept Development
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION	
a. NAME <i>(Last, First, Middle Initial)</i> TRISHA L. MIDDLETON	b. ADDRESS <i>(Include Zip Code)</i>
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 310 363 5627 X	d. E-MAIL ADDRESS trisha.middleton@losangeles.af.mil
See Block 4	

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

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

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

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

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

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER FA8820-04-R-0001	
DATE (YYYYMMDD) 01 MAR 2004	LOCAL TIME 4pm PST

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A5	PAGE OF PAGES 1 27	
2. CONTRACT NO.		3. SOLICITATION NO. FA8820-04-R-0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 16 JAN 2004	
7. ISSUED BY SB SPACE & MISSILE SYSTEMS CENTER 2420 VELA WAY, SUITE 1467 EL SEGUNDO, CA 90245-4659 TRISHA L. MIDDLETON 310 363 5627 TRISHA.MIDDLETON@LOSANGELES.AF.MIL				8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Request for Proposals - Space Based Radar Concept Development							
10. FOR INFORMATION CALL:		A. NAME DAVID C. BLOCK		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 310-363-3819		C. E-MAIL ADDRESS david.block@losangeles.af.mil	
11. TABLE OF CONTENTS							
(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC	DESCRIPTION	PAGE(S)
<i>PART I - THE SCHEDULE</i>				<i>PART II - CONTRACT CLAUSES</i>			
√	A	SOLICITATION/CONTRACT FORM	1	√	I	CONTRACT CLAUSES	23
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>			
√	C	DESCRIPTION/SPECS./WORK STATEMENT	6	√	J	LIST OF ATTACHMENTS	27
√	D	PACKAGING AND MARKING	7	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>			
√	E	INSPECTION AND ACCEPTANCE	8	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	K - 1
√	F	DELIVERIES OR PERFORMANCE	9	√	L	INSTRS. CONDS. AND NOTICES TO OFFERORS	L - 1
√	G	CONTRACT ADMINISTRATION DATA	11	√	M	EVALUATION FACTORS FOR AWARD	M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS	12				
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
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.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0001		1	_____
		Lot	_____

Noun: SBR SYSTEM DEVELOPMENT
ACRN: 9
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:
 The contractor shall perform all the necessary tasks, including payload design activities, to successfully complete SBR System Development in accordance with Attachment 1 - "Statement of Objectives (SOO)" dated and Attachment 2 - "Integrated Master Plan (IMP)".

(CPFF - Completion) (3600 Funds)

**Estimated Cost: \$XXX
 Estimated Fee: \$XXX**

0002		1	_____
		Lot	_____

Noun: PAYLOAD TECHNOLOGY MATURATION
ACRN: 9
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:
 The contractor shall perform all the necessary tasks to successfully complete payload Technology Risk Reduction to a point consistent to achieve Technology Maturity Assessment (TMA) in accordance with Attachment 2 - "Integrated Master Plan (IMP)".

(CPFF - Completion) (3600 Funds)

**Estimated Cost: \$XXX
 Estimated Fee: \$XXX**

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0003		1 Lot	_____
	<p><i>Noun:</i> TECHNOLOGY RISK REDUCTION</p> <p><i>ACRN:</i> 9</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The contractor shall perform all the necessary tasks to successfully complete non-payload Technology Risk Reduction to a point consistent to achieve Technology Maturity Assessment (TMA) in accordance with Attachment 2 - "Integrated Master Plan (IMP)".</p> <p>(CPFF - Completion) (3600 Funds)</p> <p>**Estimated Cost: \$XXX Estimated Fee: \$XXX**</p>		_____
0004		1 Lot	_____
	<p><i>Noun:</i> DATA AND REPORTS</p> <p><i>ACRN:</i> 9</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</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> The contractor shall deliver data in accordance with Exhibit A, Contract Data Requirements List, DD1423.</p> <p>Not Separatly Priced (NSP)</p>		_____
0005	<p><i>Noun:</i> SPECIAL STUDIES</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i> Special Studies (see Section H clause SMC--H011) will be recorded as lettered SubCLIN's under this CLIN and negotiated at the time of need.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0006		1 Lot	_____ _____
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<i>Noun:</i>	PHASE B & C EFFORT
<i>ACRN:</i>	9
<i>NSN:</i>	N - Not Applicable
<i>Contract type:</i>	U - COST PLUS FIXED FEE
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	DESTINATION

Descriptive Data:

This CLIN is established for administrative purposes. It is anticipated that the effort to perform Phase B and C will be priced and awarded under this CLIN after completion of Phase A. See clause H.009 "General Basis for CFI Down-Select to Phase B and C".

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

OTHER CONTRACT CLAUSES IN FULL TEXT

5352.232-9500 IMPLEMENTATION OF LIMITATION OF FUNDS (AFSPCFARS) (NOV 2002) (NOV 2002)

(a) The sum allotted to this contract and available for payment of costs under CLINs 00001 - 00005 through April 30, 2006 in accordance with the clause in Section I entitled "Limitation of Funds" is (insert dollar amount).

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the total amount of (insert dollar amount) is obligated for payment of fee for work completed under CLINs 00001 - 00005.

B058 PAYMENT OF FEE (CPFF) (FEB 2003)

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

Estimated Cost TBD
Fee TBD

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)

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

**SMC--E001 E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250) (DEC 2003)
(DEC 2003)**

E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250)

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.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			30 Apr 2006
	<i>Noun:</i> <i>ACRN:</i>			SBR SYSTEM DEVELOPMENT 9		
0002		1	U			30 Apr 2006
	<i>Noun:</i> <i>ACRN:</i>			PAYLOAD TECHNOLOGY MATURATION 9		
0003		1	U			30 Apr 2006
	<i>Noun:</i> <i>ACRN:</i>			TECHNOLOGY RISK REDUCTION 9		
0004		1	U			ASREQ
	<i>Noun:</i> <i>ACRN:</i>			DATA AND REPORTS 9		
0006		1	U			ASREQ
	<i>Noun:</i> <i>ACRN:</i>			PHASE B & C EFFORT 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)
52.247-34 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

F002 PERIOD OF PERFORMANCE (FEB 1997) (TAILORED)

Period of performance under this contract shall be from contract award through April 30, 2006.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999)

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 SMC/JAQ

The SMC/JAQ patent administrator can be reached at (310) 363-6450

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

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

OTHER CONTRACT CLAUSES IN FULL TEXT

H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)

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

H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003) (TAILORED)

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed in Attachment 4 and/or Attachment 11 as Government-Furnished Property (GFP) to the Contractor, f.o.b. destination, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

SMC--52.15-3-1 ENABLING CLAUSE FOR GENERAL SYSTEMS ENGINEERING AND INTEGRATION (MAY 2003)

- (a) This contract covers part of the Space Based Radar Program which is under the general program management of SMC. The Air Force has entered into a contract with The Aerospace Corporation, MIT Lincoln Laboratories, and Sandia/Los Alamos for the services of a technical group, which will support the DOD program office by performing General Systems Engineering and Integration.
- (b) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DOD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractors' efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.
- (c) In the performance of this agreement, the contractor agrees to cooperate with The Aerospace Corporation, MIT Lincoln Laboratories, and Sandia/Los Alamos by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and including cost data*; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this Agreement; and by allowing observation of technical activities by appropriate Aerospace, MIT, and Sandia technical personnel. The Aerospace, MIT, and Sandia personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this Agreement.
- (d) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the contractor. This agreement does not relieve the contractor of his/her responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract

between the Government or The Aerospace Corporation, MIT Lincoln Laboratories, and Sandia/Los Alamos and such subcontractors.

(e) The Aerospace Corporation, MIT Lincoln Laboratories, and Sandia/Los Alamos personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:

1. Technical direction under this contract will be given to the contractor solely by SMC.
2. Whenever it becomes necessary to modify the Agreement and redirect the effort, a Change Order signed by the Contracting Officer, or a Supplemental Agreement signed by both the Contracting Officer and the Contractor will be issued.

*Cost data is defined as information associated with the programmatic elements or life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

SMC--52.15-3-2 ENABLING CLAUSE FOR TECHNICAL REVIEW (TR) (MAY 2003)

(a) This contract covers part of the Space Based Radar program which is under the general program management of SMC. The Air Force Space and Missile Systems Center (SMC) is responsible for management of this contract. The Air Force has entered into a contract with the following contractors for the services of a technical group, which will support the DOD program office by performing Technical Review tasks:

Science Applications International Corporation (SAIC), ITAC, Tecelote Research Incorporated (TRI), DCS Corporation, ARINC, Emergent Information Technologies Inc., Innovative Solutions International (ISI) MCR Technologies, BAE Systems, Draper, ANSER, Advanced Management Technologies, Inc. (AMTI), Overlook Systems, Illgen Simulation Technologies, Inc. (ISTI), The Analytical Sciences Corp (TASC), Booze, Allen and Hamilton (BAH), Sanders, STA/SI International, Mission Research Corporation, BD Systems, SRS Technologies, Integrity Applications Inc, AT&T, Scitor, OASIS Systems, Price Systems, Titan, and AAAlias Communications Inc.

(b) Technical Review (TR) is the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the Air Force Manager as an independent technical assessment for his consideration for modifying the program or redirecting the contractors' efforts to assure timely and economical accomplishment of program objectives.

(c) In the performance of this contract, the contractor agrees to cooperate with the contractors identified in paragraph (a) and any subcontractors, by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and including cost data*; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate technical support personnel. The support personnel engaged in technical review effort are authorized access to any technical information pertaining to the contract.

(d) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the contractor. This agreement does not relieve the contractor of his responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or with the contractors identified in paragraph (a) and such subcontractors.

(e) The personnel of the contractors identified in paragraph (a) are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:

1. Technical direction under this contract will be given to the contractor solely by SMC.
2. Whenever it becomes necessary to modify the contract and redirect the effort, a Change Order signed by the Contracting Officer, or a Supplemental Agreement signed by both the Contracting Officer and the Contractor will be issued.

*Cost data is defined as information associated with the programmatic elements or life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

SMC--52.19-1 INCORPORATION OF SUBCONTRACTING PLAN (JUN 2003)

In accordance with FAR 52.219-9, "Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan", the Contractor's Subcontracting Plan is incorporated herein by reference. The small business goal is ???. The small disadvantaged business goal is ???. The women-owned small business goal is ??.

SMC--52.19-2 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 2003)

In accordance with DFARS 252.219-7004, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan", the Contractor's Comprehensive Subcontracting Plan dated TBD and its successors is herein incorporated by reference.

SMC--H001 GOVERNMENT DIRECTION (MAY 2003)

Government personnel and Government support contractors will frequently be present at the Contractor's plant. The Government will advise the Contractor, review the design and provide clarification; however, the Government will not approve or disapprove the design. The Contractor shall not construe advice, reviews and clarifications by the Government as direction by the Government. The Procuring Contracting Officer shall be the only individual authorized to redirect the effort or in any way modify any terms of this contract

SMC--H002 INCORPORATION OF SECTION K BY REFERENCE (MAY 2003)

The provisions of Section K of PART IV of the Request for Proposal FA8820-04-R-0001 as completed by the Offeror in its proposal, are incorporated herein by reference.

SMC--H003 SBR JPO ELECTRONIC DATA INTERCHANGE NETWORK (MAY 2003)

The contractor shall implement and maintain a seamless Electronic Data Interchange (EDI) with the Government utilizing Web-based technology. Two systems shall be maintained, one unclassified and one at the Secret and SCI level during the SBR development. EDI processes shall be referenced in the IMP as applicable. EDI establishes and maintains the capability for access to all technical and programmatic data including data from key subcontractors and working draft data developed to support the management and engineering efforts of the program. The system shall be capable to be used as the electronic CDRL delivery system with applicable prompt notification to Government data recipients. The program office will provide a list of authorized personnel for full electronic access to the contractor's database. The contractor shall manage all system access. The contractor's database shall be compatible with the Government computer system at Los Angeles AFB. The contractor shall establish a baseline EDI system capable of supporting government access information within 45 calendar days of contract award.

SMC--H004 TECHNICAL REVIEW (MITRE) (MAY 2003)

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

(b) Explanation of MITRE Role

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

(2) The purpose of the review is to:

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

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

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

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

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

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

*Cost data is defined as information associated with the programmatic elements or life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

SMC--H005 ALTERNATIVE DISPUTES RESOLUTION (MAY 2003)

(a) The Department of the Air Force (Air Force), and * (collectively the Parties) have entered into contract ** for the SBR Development Contract. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This contract contains the "Disputes-Alternate I" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation, which detracts from mission accomplishment.

(b) The Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level. If negotiations reach an impasse, the

parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.

(c) Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. These procedures shall not be contrary to any procedures already agreed to by the parties as specified in Attachment 8 except by mutual agreement of the parties. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.

(d) If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C.572 (b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

(e) It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

(f) In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.

SMC--H006 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (MAY 2003)

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

(a) 1 Copy to: SMC/PA
2420 Vela Way, Suite 1467
El Segundo, CA 90245-4659

(b) 1 Copy to: SMC/SBK
2420 Vela Way, Suite 1467
El Segundo, CA 90245-4659

Each submission shall include the point of contacts name, applicable contract number, and contract title. The submission requirement may be satisfied by sending electronic copies of the material to be released to the individuals above provided they grant prior permission to do so.

SMC--H007 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (MAY 2003)

(a) The possibility exists that a potential organizational conflict of interest may occur during the performance of this contract. The Government is interested in allowing all potential prime contractors to have access to all potential payload providers on an equal basis. The OCI could occur if at anytime during performance, two system primes are teamed with the same payload provider. The purpose of this clause is to aid in ensuring that:

(1) the system prime or payload contractor does not obtain any unfair competitive advantage by virtue of their access to proprietary or competition sensitive information belonging to others;

(2) the payload provider does not treat the competing system prime contractors in a manner that unfairly gives a competitive advantage by denying access to information customarily provided by a Payload supplier to a Satellite Prime or by providing unequal support to the primes;

(b) The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the SBR contract as Prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity, and shall be implemented in a Government-approved OCI Avoidance Plan. The term "Proprietary Information" for purposes of this clause means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited rights data, restricted rights computer software, trade secrets, and sensitive financial information. Proprietary information may appear in cost and pricing data or involve classified information. Information furnished voluntarily by the owner without restrictions on its use, or which is available without restrictions from other sources, is not considered to be proprietary. Competition Sensitive Information is information relating to the SBR Program, the disclosure of which to a competing contractor would inform them of the disclosing contractor's plans, approaches, designs, specifications, intent, etc. to their detriment and the detriment of the integrity of the Government's procurement. This may include information, which is to be protected only for the duration of the SBR competition. All Proprietary or Competition Sensitive Information shall be in written or other tangible, retainable format and must be clearly marked "Confidential," "Proprietary," or "Competition Sensitive", as the case may be, when disclosed to Contractor in its System-of-Systems role. If first orally or visually disclosed, information must be identified at the time of disclosure as requiring protection and must be reduced to writing, appropriately marked, and transmitted to Contractor within ten (10) days or such longer period as specified in an applicable agreement between the disclosing party and Contractor.

The OCI Avoidance Plan must be coordinated with the affected subcontractors and submitted for Government approval no later than 30 days after contract award. The Contractor will educate its employees regarding the requirements of the Government-approved OCI Avoidance Plan. The OCI Avoidance Plan shall include, at a minimum, the following remedies:

(a) Integration teams with the appropriate firewalls in place that will protect the payload and prime contractor(s) confidential information from being unfairly compromised.

(b) The integration team will be described by name. These individuals may not be reassigned or replaced; or can the integration team be enhanced, without the approval of the Government.

Either the Contractor or the Government may propose changes to this clause or the Government-approved OCI Avoidance Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporation of the changed clause by contract modification or written approval of a revised plan.

SMC--H008 INFORMATION ASSURANCE (MAY 2003)

(a) Information systems shall be managed and engineered to reduce security risks, including the risks to a timely accreditation.

(b) Information assurance requirements shall be established and maintained throughout the acquisition lifecycle. All Automated Information Systems (AIS) shall meet security requirements in accordance with DoDD 5200.28 and be accredited by the Designated Approving Authority prior to operation.

(c) All DoD information systems and enclaves shall maintain as appropriate level of confidentiality, integrity, authentication, non-repudiation, and availability services that reflect a balance among the value of the information and information assets, documented threats and vulnerabilities; trustworthiness of users and interconnecting systems; and cost effectiveness.

- (d) When used, Public Key Infrastructure (PKI) certificates and biometrics for positive access control shall be in accordance with published DID policy and procedures.
- (e) Interconnections of Intelligence Community (IC) systems and DoD systems shall be accomplished using a process jointly established by the DoD CIO and the IC CIO. Connection to the Defense Information Systems Network (DISN) shall comply with established connection approval procedures and processes.
- (f) Information Assurance government-off-the-shelf (GOTS) and commercial-off-the-shelf (COTS) hardware, firmware, and software components shall be evaluated and acquired in accordance with National Security Telecommunications Information System Security Policy (NSTISSP) No. 11.
- (g) Contractor development environment information systems shall meet security requirements in accordance with the National Industrial Security Program Operating Manual (DoD 5220.22-M), Chapter 8, dated May 1, 2000 and DSS Industrial Security Letter dated February 13, 2001.

SMC--H009 GENERAL BASIS FOR CFI DOWN-SELECT TO SBR PHASE B AND C (JUN 2003)

- (a) The award of the B & C phase will be made to the offeror that the Government determines can accomplish the requirements set forth in the CFI in the manner most advantageous to the Government, i.e., that provides the best overall value to satisfy the Government's need, cost or price, schedule and other factors considered, consistent with the down-select criteria. The Government reserves the right to award a contract to other than the lowest price offeror after consideration of all factors.
- (b) An evaluation will be made of each offeror's proposal and the results will be used in determining the source to be selected. The down-select will be based on an integrated assessment to determine the proposal most advantageous to the Government. The integrated assessment will involve a determination by the Government of the overall value of each proposal. Offerors must recognize that the subjective judgment of the Government evaluators is implicit in the evaluation process. Proposal unrealistic in terms of technical, cost/price, or schedule commitments will be deemed indicative of an inherent lack of comprehension of the complexity and risks of the requirements and may be rejected.
- (c) Selection will be based upon the most advantageous offer (price or cost and other factors considered) and though not necessarily the determinative factor, cost or price will contribute substantially to the down-select decision. Offerors should perform technical-cost tradeoffs to achieve a balance which reflects and permits the cost effective pursuit of high quality performance. The basis of the proposed cost must be compatible with all other elements of the proposal. No advantage will accrue to an offeror who submits an unrealistically low cost proposal. Such a proposal may be viewed as indicative of a lack of understanding of the Government's desired objective. In addition to proposed cost, reassessment of risk, and each offeror's relevant past and present performance, each offeror's proposal will be evaluated based on the Phase A Performance and Soundness Approach, application of sound management principles, understanding of the requirements, attention to risk management, and capability to implement Phase B & C. Additional evaluation criteria may be issued as part of the CFI instruction. The Government will assign appropriate weightings to the criteria with issuance of the CFI. The Government reserves the right to modify these criteria during the execution of the Phase A contract.
- (d) This contract includes, in CLIN 0006, the Phase B and C efforts. Since at the time of request for proposal, the Government intends to award two or more contracts, a CFI will be used to select a single contractor to continue the SBR system effort.
- (e) The Government reserves the right not to continue effort under CLIN 0006 by issuing a CFI. The effort under CLIN 0006 will be fully defined during the conduct of the phase A contract. The Government intends to release a CFI approximately 1 month after TMA and require a response 2 - 5 months after the TMA. The Government will follow the following steps: 1) The government will conduct a competitive downselect. 2) If a company not currently on contract can demonstrate SRR, TMA, and progress towards SDR level technical maturity, this company may also participate in the competition. The competing contractors may respond to the CFI with proposed program improvements that benefit system affordability. In addition, any contractor that demonstrates appropriate SDR level technical maturity can also participate. As part of the CFI, the Government is planning to ask the competing

contractors to submit a proposal for phase B and C with revised CWBS, IMP, IMS, CDRLS, a software development capability evaluation, and costs as appropriate. The contractor (s) and the Government will negotiate a price for phase B and C, incorporate new CLINs and modify appropriate sections of the contract. Additionally, the Government intends to add clauses to Section H as applicable. The Government reserves the right to conduct activities, such as, in-plant reviews prior to down-select during Phase A. If necessary, the Government reserves the right to down-select at anytime during the phase A effort based on the down-select criteria provided in this section and as may be added, deleted or revised during phase A.

SMC--H010 SECURITY CERTIFICATION AND ACCREDITATION SUPPORT (JUL 2003)

(a) The contractor shall provide comprehensive security support throughout the life of this contract. Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations. Such support shall be conducted in accordance with the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP - DODI 5200.40) and other Certification and Accreditation (C&A) guidance as necessary. Further, the contractor shall comply with DoD 5200.28-STD Department of Defense Trusted Computer System Evaluation Criteria.

(b) The contractor shall serve as a key security process and technology expert for the type and site Designated Approving Authorities (DAA). In addition, the contractor shall perform, and be responsible for, all the C&A functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DoDI 5200.40.

(c) Support shall include, but not be limited to, the development of all supporting documentation and the tasks necessary to complete Phases I through IV, including recurring re-certification as outlined in DoDI 5200.40.

SMC--H011 SPECIAL STUDIES (AUG 2003)

The Government may require the contractor to accomplish certain special study efforts related to the SBR program, but which were unforeseen at the time of contract award. The scope of special studies includes, but is not limited to, efforts relating to legacy and future SBR Systems as well as potentially complimentary space, ground, and user segments of other space systems. Completing such efforts may include, but is not limited to, performing tasks such as assessing life cycle cost and design impacts resulting from changing/evolving requirements and providing cost/engineering trades on objective system design changes. The process for adding special studies is as follows:

- (1) The Government shall issue a PCO Letter containing a Statement of Work to the Contractor for each special studies task. Upon receipt, the Contractor shall submit to the Government a proposal that shall include, as a minimum, a description of how the Contractor will accomplish the task, the number of hours required for task completion, and the required travel costs. The Government will review the proposal for acceptability.
- (2) A labor hour is hereby defined as an hour of direct labor (both prime and subcontractor), including support, capable of exacting quantitative measurement performed by engineering personnel engaged in creating and/or regulating the technical activities of the contract, except that uncompensated overtime is not included.
- (3) The Procuring Contracting Officer (PCO) will direct the performance of the study by issuing a Standard Form 30 as a unilateral modification to the contract. Such modification shall provide specific direction as to the study to be accomplished, establish a period of performance for the directed study, and establish the maximum number of hours to be expended on the study.
- (4) Commencement of work by the Contractor on the PCO directed study should constitute agreement to all of the terms of the modification and agreement that such effort is within the scope of the contract.
- (5) The Contractor shall segregate all costs associated with the Special Studies CLIN 0005 from the costs associated with all other CLINs. The Government intends to place each study by modifying CLIN 0005, as required

(6) The Cost Plus Fixed Fee of each special study shall be calculated by utilizing the applicable composite labor rate below times the quantity of hours proposed in accordance with paragraph (2) above.

Period (Fiscal Year)	Cost/Hour	Fixed Fee/Hour**	Total cost/Hour
FY 2004	*	*	*
FY 2005	*	*	*
FY 2006	*	*	*
FY 2007	*	*	*
FY 2008	*	*	*
FY 2009	*	*	*
FY 2010	*	*	*
FY 2011	*	*	*
FY 2012	*	*	*
FY 2013	*	*	*
FY 2014	*	*	*

(7) The Government is not obligated to order any minimum number of special study hours.

* To be inserted by Offeror

** Fixed Fee shall not exceed the limitations prescribed in FAR 15-404-4(c)(4)(i)

SMC--H012 SPECIAL SECURITY PROCEDURES (SEP 2003) (SEP 2003)

For appropriate protection of information and the authority under which that protection is prescribed, the Government reserves the right to award both a SMC and a NRO contract. This means that if two contractors are selected by SMC then the Government may issue two SMC contracts and two NRO contracts. A deliverable is defined as a product (such as a report or meeting) produced by the contractor and provided to the Government (or agent thereof) during the execution of the resulting SBR contract.

If a NRO contract is required, as contemplated in Section L&M 113 "Special Security Notice", the Government will issue a request for proposal within 60 days of contract award. The purpose of this request for proposal will be to separate the costs associated with the classified deliverables that require NRO security control from the rest of the costs contained in this contract. The Contractor shall provide an acceptable proposal in response to this request for proposal within 30 days. The parties shall negotiate an equitable split of the costs and execute the contracts promptly after negotiations are completed.

It is anticipated that the NRO contract will be of a similar type and contain similar terms and conditions to the SMC contract; however, it will contain the NRO specific security requirements. It is expected that the existence of an NRO contract will have negligible impact to the execution of the contractors overall approach. The SMC and NRO contracts will be executed and managed at the single program level under the guidance of the SBR Program Director. The total amount of the two (SMC and NRO) contracts shall equal the original contract awarded amount.

SMC--H013 EXPLOSIVE HAZARD CLASSIFICATION (SEP 2003)

Prior to shipment or routine storage, explosives must have been assigned an interim/final explosive hazard classification (EHC) IAW applicable DoT/DoD directives. The classification must be included in or provided during all contracts which require the use, handling, storage, or disposal of explosive items, substances, or devices. The contractor will have a process for obtaining approved DoD interim/final explosive hazard classifications (EHCs) for storage and transportation of explosive ordnance prior to acceptance at DoD launch facilities.

SMC--H014 NATIONAL ENVIRONMENTAL POLICY ACT (SEP 2003)

Contractor will provide environmental data to the Government and/or its designated contractors, as required to support, with sufficient time, required processes associated with the National Environmental Policy Act, including, but not limited to, Endangered Species Act, Marine Mammal Protection Act, Clean Air Act, Clean Water Act,

Coastal Zone Management Act, and other applicable statutes and regulations. Contractor will identify program events for which Environmental Impact Analysis Process (EIAP) completion, pursuant to the National Environmental Policy Act (NEPA) and DoD regulations implementing NEPA, will be a prerequisite. The program schedule, in the IMS, must recognize sufficient time to permit the Government to concurrently contract with an independent environmental contractor, for preparation and completion of an Environmental Assessment, or an Environmental Impact Statement, if appropriate, and complete such a document, including: Public Scoping Meetings, dissemination of draft documents, Public Hearings, DoD security and Policy reviews, Record of Decision, Section 7 Consultation (IAW Endangered Species Act), Coastal Consistency Determinations, Environmental Permits, Pollution Prevention Plan, Hazardous Materials Management Plan, Hazardous Waste Management Plan, Life Cycle Cost Plan/Analysis, Programmatic Environmental, Safety and Health Evaluation (PESHE) and any and all other statutes and regulations which may be triggered by the contractor's proposal.

SMC--H015 ELIMINATION OF CLASS II OZONE-DEPLETING SUBSTANCES (SEP 2003)

The Air Force will not develop or procure any new weapon or facility systems scheduled to remain in the Air Force inventory beyond 1 January 2020 that require Class II ODS's in their operations or maintenance. The Air Force will not modify any existing weapon or facility systems scheduled to remain in the Air Force inventory beyond 1 January 2020 in any manner that adds requirements for Class II ODS's in its operations or maintenance. Accordingly, the contractor shall identify all Class II ODS's that will be used in any phase of contract performance, along with any alternatives to such use. If no Class II ODS's will be used during contract performance, so state.

SMC--H016 CONSENT TO SUBCONTRACT FOR PAYLOAD EFFORT AFTER SYSTEM REQUIREMENTS REVIEW (SRR) (OCT 2003)

In accordance with the Government's intent to maintain oversight over contractor activities to ensure the highest quality of all SBR products delivered, the Government will have a proactive role in the prime contractor's award of their payload subcontracts. From contract award until SRR the prime contractor may enter into any payload subcontracts as long as they meet the requirements of FAR 52.244-02 ALT I - Subcontracts. In addition to the requirements of 52.244-02 ALT I, after System Requirements Review (SRR), the prime contractor(s) must obtain the written consent of the Space Based Radar Contracting Officer to continue or enter into any of its payload subcontracts. The prime contractor(s) shall not perform any SBR effort beyond SRR without the SBR Contracting Officer's consent that their payload subcontractor(s) are established in the best interest of the Space Based Radar program.

SMC--H017 REQUIREMENT FOR TELELOGIC DYNAMIC OBJECT ORIENTED REQUIREMENTS SYSTEM (DOORS) (DEC 2003)

The Contractor shall use the Telelogic Dynamic Object Oriented Requirements System (DOORS) tool to maintain and manage its Program requirements documentation. At a minimum, the DOORS tool shall be used to maintain and show traceability of the Program requirements from the [Top Level Spec] down to all of the requirements documents that will be generated from the [top level spec] as required by the Contract DD Forms 1423 in the CDRL. The Contractor shall also maintain and deliver applicable CDRL items using DOORS, as required by the Contract DD Forms 1423, and allow Government representatives to remotely access the Contractor's [Program] DOORS database on a real-time basis. The initial DOORS version to be used by the Contractor for the Program shall be coordinated with the Government at contract start and all future changes to the DOORS version shall be coordinated with the Government. Access to the DOORS database shall be provided within thirty (30) calendar days of contract award.

SMC--H018 KEY PERSONNEL RETENTION (DEC 2003)

(a) Continuity of personnel in key positions is an essential ingredient for the success of the Space Based Radar program. In order to ensure this continuity, the contractor shall obtain contracting officer review and approval prior to replacing any of the individuals in the following key positions:

Position Title:

*To be completed by offeror and shall include all key prime and critical subcontractor key positions.

(b) The contractor shall make all reasonable efforts to retain personnel in key positions and will obtain the contracting officer's concurrence for any replacement candidate. If at any time an occupant holding a key position identified in paragraph (a) is considered for re-assignment within the company, the contracting officer shall be notified no later than 30 days prior to replacement. In the event that such personnel voluntarily terminate employment or are terminated for cause in accordance with the contractor's policies, the contractor shall notify the contracting officer in writing at the earliest possible time prior to the replacement of any individual employed in one of the identified positions in paragraph (a). The contracting officer will provide a written determination within 10 days of notification either concurring or non-concurring with the personnel change.

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: 5.5.x100; Issued: 12/19/2003; Clauses: ; FAR: FAC 2001-17; DFAR: DCN20031215; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2003-1105; IPN: 98-009

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01 DEFINITIONS (DEC 2001)
52.203-03 GRATUITIES (APR 1984)
52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-02 SECURITY REQUIREMENTS (AUG 1996)
52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
52.216-08 FIXED FEE (MAR 1997)
52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003)
Para (b)(1), Percentage 'N/A'
52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is 'N/A'
52.222-03 CONVICT LABOR (JUN 2003)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26 EQUAL OPPORTUNITY (APR 2002)
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02 PRIVACY ACT (APR 1984)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)

52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-12	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) para (l), insert agency instructions for communications 'N/A'
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
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) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.234-01	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987)
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) - ALTERNATE I (AUG 1998) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'N/A' Para (k), Insert subcontracts which were evaluated during negotiations: 'N/A'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
52.246-24	LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
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

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (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): 'N/A'
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
- 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) - ALTERNATE I (APR 2003)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
- 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- 252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)
- 252.234-7001 EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)
Para (f), Subcontractors selected for application of EVMS: 'TBD'
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)
- 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)
Para (e), Contractor's address is 'N/A'
Para (e), Government remittance address is 'N/A'

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

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

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

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

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

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	39	15 JAN 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 1	3	15 JAN 2004	STATEMENT OF OBJECTIVES (SOO)
ATTACHMENT 2	TBD		INTEGRATED MASTER PLAN (IMP) (OFFEROR PROPOSED)
ATTACHMENT 3	TBD		CONTRACT WORK BREAKDOWN SRUCTURE (CWBS) (OFFEROR PROPOSED)
ATTACHMENT 4	TBD		UNCLASSIFIED GOVERNMENT FURNISHED PROPERTY (GFP) LIST (OFFEROR PROPOSED)
ATTACHMENT 5	13	15 JAN 2004	CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS (DD 254) -- 2 EA
ATTACHMENT 6	TBD		TECHNICAL DATA RESTRICTIONS (OFFEROR PROPOSED)
ATTACHMENT 7	TBD		SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (OFFEROR PROPOSED)
ATTACHMENT 8	TBD		ALTERNATIVE DISPUTES RESOULTION (ADR) AGREEMENT (OFFEROR PROPOSED)
ATTACHMENT 9	TBD		ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AVOIDANCE PLAN (OFFEROR PROPOSED)
ATTACHMENT 10	8	15 JAN 2004	COMPLIANCE AND REFERENCE DOCUMENTS
ATTACHMENT 11	TBD		CLASSIFIED GOVERNMENT FURNISHED PROPERTY (GFP) LIST (OFFEROR PROPOSED)

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

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

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

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

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

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

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

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

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

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

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

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

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

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

[] Other-----

(f) Common parent.

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

[] Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

(a)

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

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

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

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

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

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

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

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

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

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

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

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

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 1000.

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

(b) Representations.

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]
The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

___(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification; and

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

____(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) __ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

_____ (v) The facility is not located in the United States or its outlying areas.

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

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of identification and assertion)

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

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

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

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

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

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

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

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

**C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
SOLICITATION PROVISIONS IN FULL TEXT**

5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)

The Aerospace Corporation, The MITRE Corporation, Science Applications International Corporation (SAIC), Tecolote Research Incorporated (TRI), ARINC, BD Systems Sandia/Los Alamos, Booz Allen Hamilton, SRS Technologies, Summit Engineering, Integrity Applications Inc, AT&T, Scitor, AAALias Communications Inc., and MIT Lincoln Laboratories

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

(1) Any objection to disclosure:

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

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION