

**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 FA8818-04-R-0002	2. (X one)	3. DATE/TIME RESPONSE DUE 16 APR 2004 4:00 MDT
	<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 (Complete mailing address, including Zip Code) SMC DET 12/PK CONTRACTING DIVISION 3548 ABERDEEN AVE SE KIRTLAND AFB, NM 87117-5778	5. ITEMS TO BE PURCHASED (Brief description) Commercial Spaceport Launch Services
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION Please note that Past Performance Volume is due to be received at the address shown above, not later than sixteen (16) days following the date of release of the Request For Proposal (RFP)

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) LAWRENCE P. MELANCON	b. ADDRESS (Include Zip Code) See Block 4
c. TELEPHONE NUMBER (Include Area Code and Extension) (505) 846-5062 X	d. E-MAIL ADDRESS larry.melancon@kirtland.af.mil

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

10. MAILING LIST INFORMATION (X one)	
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 (Include Zip Code)
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c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE

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

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER FA8818-04-R-0002	
DATE (YYYYMMDD) 16 APR 2004	LOCAL TIME 4:00 MDT

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A2	PAGE OF PAGES 1 21				
2. CONTRACT NO.		3. SOLICITATION NO. FA8818-04-R-0002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (IFB)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY DET 12/PKS SMC DET 12/PK CONTRACTING DIVISION 3548 ABERDEEN AVE SE KIRTLAND AFB, NM 87117-5778 LAWRENCE P. MELANCON (505) 846-5062 LARRY.MELANCON@KIRTLAND.AF.MIL				CODE FA8818		8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9.										
10. FOR INFORMATION CALL:		A. NAME See Block 7			B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7			C. E-MAIL ADDRESS See Block 7		
11. TABLE OF CONTENTS										
(√)	SEC.	DESCRIPTION			PAGE(S)	(√)	SEC.	DESCRIPTION		PAGE(S)
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√	B	SUPPLIES OR SERVICES AND PRICES/COSTS			2	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>				
√	C	DESCRIPTION/SPECS./WORK STATEMENT			4	√	J	LIST OF ATTACHMENTS		21
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√	E	INSPECTION AND ACCEPTANCE			6	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		K - 1
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %				
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				
15A. NAME AND ADDRESS OF OFFEROR			CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

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

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

Noun: SPACEPORT SERVICES
NSN: N - Not Applicable
DD1423 is Exhibit: A
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Technical Requirements Document provided with individual task orders that may be issued against this contract line item. Period of performance is sixty (60) months from date of contract award. The Unit Price and Total Item Amount for this CLIN are unpriced. Prices are to be associated with individual task orders that may be issued under this CLIN.

DATA--EXHIBIT A

0002		1	_____
		Lot	_____

Noun: DATA--EXHIBIT A
NSN: N - Not Applicable
DD1423 is Exhibit: A
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall provide data in accordance with the Contract Data Requirements List, DD Form 1423, designated as Exhibit A, Section J, thereof. Data Requirements are not separately priced (NSP).

SPECIAL STUDIES

0003		1	_____
		Lot	_____

Noun: SPECIAL STUDIES
NSN: N - Not Applicable
DD1423 is Exhibit: A
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the study specific Technical Requirements Document. Period of performance for this CLIN is sixty (60) months from date of contract award. The Unit Price and Total Item Amount for this CLIN are unpriced. Prices are to be associated with individual task orders that may be issued under this CLIN.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

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

Applicable to following Line Items: CLIN 0001 and 0003

Total Price: Not To Exceed \$49,000,000.00

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

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

Exhibit A, Contracts Data Requirements List (DD Form 1423) for Spaceports 2, 29 Jan 04

Attachment 1, STATEMENT OF OBJECTIVES (SOO) East & West Coast Spaceports (Spaceport 2) dated 3 Feb 04

Attachment 2, EAST AND WEST COAST SPACEPORTS (SPACEPORT 2) TECHNICAL REQUIREMENTS DOCUMENT (TRD), 21 Feb 04

Attachment 3, Contractor Statement of Work (CSOW), date TBD

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

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

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

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

OTHER CONTRACT CLAUSES IN FULL TEXT

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

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

DET 12-D001 PACKAGING AND MARKING OF HAZARDOUS MATERIAL (AUG 2003)

Packaging and marking will be in accordance with Bureau of Explosives 49 CFR - Parts 106, 107, 110, 130, 171-180 and 397 entitled "Hazardous Material Regulations of the Department of Transportation," issued: 15 April 1994, effective 15 May 1994.

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

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

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

OTHER CONTRACT CLAUSES IN FULL TEXT

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

The Contractor shall prepare and submit a final DD Form 250 at completion of each delivery order accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. The DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998) (TAILORED)

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

SMC Det 12/PKS
Attn: Mr. Lawrence Melancon
3548 Aberdeen Ave. SE
Kirtland AFB NM 87117-5778
(505)846-5062

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

Same address as in para. (a) above

E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998) (TAILORED)

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the Program Manager, Space and Missiles Center (SMC) Det 12/RPS, 3548 Aberdeen Ave. SE., Kirtland AFB, NM 87117.

<u>ITEM</u>	<u>SUPPLIES SCHEDULE DATA</u>	<u>QTY</u>	<u>SHIP TO</u>	<u>MARK FOR</u>	<u>TRANS PRI</u>	<u>DATE</u>
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0001

Noun: SPACEPORT SERVICES

0002

Noun: DATA--EXHIBIT A

0003

Noun: SPECIAL STUDIES

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-29	F.O.B. ORIGIN (JUN 1988)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)

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 sixty (60) months from date of contract award. Each task order issued under this contract will set forth the applicable period of performance for that order.

F003 CONTRACT DELIVERIES (FEB 1997)

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

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
- (b) "WARO" means "weeks after the effective date for award of the contractual action".
- (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

DET 12-G001 INVOICE AND PAYMENT (FIXED PRICE) (SEP 2003)

The following sentence applies to task orders issued under CLIN 0001: When invoicing for payment, the contractor shall comply with the DET 12--H003 PERFORMANCE BASED PAYMENTS in Section H.

Payment for CLIN 0003 (Special Studies) will be made after completion of the study, acceptance of the final report, and Government's signature(s) on the DD Form 250.

For all CLINS: The contractor shall submit an original DD Form 250 plus four copies to the following address for acceptance and signature. (The contractor shall stamp the original DD Form 250 as "ORIGINAL INVOICE" and the copies as "INVOICE COPY".

Det 12/Space & Missiles Center/PKS
3548 Aberdeen Ave. SE\Kirtland AFB NM 87117

Det 12 SMC will forward the signed DD 250's to DFAS for payment.

G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997)

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

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is TBD .

G017 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (IDIQ) (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 FOR EACH ORDER to the Administrative Contracting Officer and to 377th ABW/JAN

2251 Maxwell Ave. SE

Kirtland AFB NM 87117. The 377th ABW/JAN patent administrator can be reached at (505)846-1542. 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.

G018 CONTRACT HOLIDAYS (FEB 2003)

(a) The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

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

OTHER CONTRACT CLAUSES IN FULL TEXT

DET 12-H002 CONTRACTING OFFICER AUTHORIZATION (AUG 2003)

The Contracting Officer shall be the only individual authorized to direct and/or redirect the effort or in any way amend any of the terms of this contract, other than those instances specifically delegated to an Administrative Contracting Officer or a Terminating Contracting Officer by a contract clause in this contract or in writing by the Procuring Contracting Officer (PCO). For purposes of this contract, "the contracting officer" is the individual located at the issuing office, and may be abbreviated as "CO" or "PCO". Any changes made by the Contractor WITHOUT CO authority will be made at the Contractor's own expense.

DET 12-H003 PERFORMANCE BASED PAYMENTS (JAN 2004)

PERFORMANCE-BASED PAYMENTS:

In accordance with FAR 52.232-32, orders issued under this contract will be paid using performance-based payments (PBP) for CLIN0001. 90% of the task order price will be paid through performance-based payments applicable to the task order. The remaining 10% will be paid upon final completion of all contractual requirements. The following identifies the events which will trigger a finance payment, the amount of payment and a description of what constitutes successful performance of the event:

Payment Event	Amount of Payment	Event	Description of
Event	(as a % of contract price)	Type *	
Submission of draft Spaceport CDRL A004 Draft to LV ICD	5%	S	Submission of
Submission of Draft Launch CDRL A005 Draft Base Support Plan	5%	S	Submission of
Facility Readiness Review CDRLs A004, A005 and A006	20%	C	Submission of Final
Government Approval of COFR days after COFR	15%	C	Approval of CDRL A006 (NLT 30 submission)
Completion of Launch Campaign vehicle, vehicle launch, and remaining contractor equipment	45%	C	Build up of launch removal of

* PBP events can be of two types: severable (i.e., stand-alone) or cumulative (i.e., dependant). Severable events do not depend for their successful accomplishment upon the prior or concurrent completion of any other event or action. Cumulative events require the prior or concurrent completion of other events in order to be successfully accomplished.

Note: FAR clause 52.232-16, Progress Payments (Mar 1994), does not apply to this contract.

DET 12-H007 LAUNCH DELAY CLAUSE (FEB 2004)

Delays in Launch

Upon award of the task order, a launch window will be established by the Government which will be ninety (90) days in length. A launch date will be established by the Government at least sixty (60) days prior to the first day of the established launch window. Establishment of the launch day is subject to the requirements of the U.S. Government and/or Commercial Spaceports for range support.

Launch Date Changes

The parties hereby agree that, given not less than sixty (60) days notice, changes to the launch date which meet any of the following criteria shall not constitute grounds for any equitable adjustment: 1) The changes do not require expedited delivery of in-process hardware to the launch site; or 2) The changes do not cause a launch to slip beyond the launch window of the task order.

Launch Postponements

Cumulative launch postponements of not more than thirty (30) days, with no more than 15 days occurring after deployment ("deployment" is defined as arrival of launch vehicle contractor on site), on behalf of Government and/or launch vehicle contractor are considered to be "non-chargeable delays" and shall be accommodated without an adjustment in price, provided that notification to the other party is provided as soon as the postponement conditions exist. A postponement occurs when the current period designated for launch is extended or changed such that the new period ends on a later launch date than the last established launch date. In the event a launch date acceleration is agreed upon by the parties, the accelerated launch date shall become the reference launch date from which to measure any future postponements. For postponements in excess of the thirty (30) "non-chargeable days", an equitable adjustment shall be negotiated if additional costs are incurred as a result of the delay.

Launch Day Delays, Recycles and Scrubs

Re-cycles, delays and/or scrubs on behalf of the Government that cause the launch delay support to extend beyond a normal work day will be subject to an equitable adjustment.

Launch Postponements Due to Weather

Launch delays resulting from inclement weather are non-chargeable delays, except for range services, if the cumulative launch postponements do not exceed thirty (30) days.

DET 12-H008 SMC 52.15-2 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (FEB 2004)

(a) The Air Force has entered into contracts with Northrop Grumman Corporation for services to provide Advisory and Assistance Services (A&AS) including technical, evaluation, and acquisition management support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve independent validation and verification, technical assistance and reviews.

(c) In the performance of this contract, the Contractor agrees to cooperate with Northrop Grumman by: providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate A&AS Contractor technical personnel.

(d) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This

agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

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

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

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

H023 INDEFINITE QUANTITY (SEP 1997) (TAILORED)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in paragraph 2.0 of the attached Statement of Work. The maximum dollar amount the Government may order under this contract is \$49,000,000.00 ; the minimum amount is the awarded amount of Task Order 1, a special study of the feasibility to support a Peacekeeper launch and the feasibility to support a six (6) month period of performance. Budget constraints limit this amount to a maximum of \$18,500.

Offerors agree, as evidenced by submission of their proposal, that the contract's guaranteed minimum, the awarded amount of Task Order 1 (feasibility special study), is more than a nominal amount and this amount is adequate consideration to form a legally binding contract.

H024 ORDERING PROCEDURES (SEP 1997) (TAILORED)

1. Orders will be issued by a Procuring Contracting Officer in accordance with the Ordering clause (FAR 52.216-18) of this contract. However, the following procedures shall be used for the evaluation and award of task orders.

(a) The following will be adhered to for all future work conducted under this contract. A request for a task order proposal shall be issued. It is possible that a successful offeror under the basic contract will not receive award of any task, except for the minimum guaranteed order. The Government does not guarantee any equality of orders to be placed on the various contracts, up to four (4) are to be awarded for this effort. The Government reserves the right to issue all orders above the minimum guaranteed amount to one contractor, if the Contracting Officer should deem such action to be in the best interests of the Government. The Contracting Officer's decision to issue an order under a particular contract shall be based upon the Government's evaluation of the quality of each contractor's performance during previous orders, the contractor's demonstrated capabilities and existing workloads, how well the contractor's proposal demonstrates a sound approach and a clear understanding of the task's requirements, in addition to any other factors deemed relevant. The contracting Officer's decision shall be final and shall not be subject to the Disputes clause of this contract.

(b) Award of this contract does not preclude the use of Government personnel and services if they are deemed by the Government to be more beneficial in terms of meeting technical requirements, cost, or schedule.

2. Performance cannot be authorized except by a task order issued by the contracting officer.

3. Task Order Proposal Process. The Air Force shall prepare a task order specific Technical Requirements Document (TRD) outlining the requirements and scope of the work to be accomplished. The Procuring Contracting Officer (PCO) shall issue a Task Order Request for Proposal (RFP) for each task order. Task Order RFPs will only be issued to those contractors awarded a contract that the government believes have the capability of meeting the mission requirements including, but not limited to any or all of the following; schedule, mission planning, design, fabrication, integration, test, and launch capabilities. Upon receipt of the Task Order RFP, the Contractor is requested to submit its FFP proposal, as specified by the government, including proposed subcontracts, for the task order effort within the number of days specified in the Task Order RFP. In the proposal the contractor

shall identify schedule milestones, technical capabilities, and past performance since contract award. If necessary, in order to protect proprietary data, the subcontractor may submit its cost proposal directly to the PCO.

4. Evaluation Criteria. Each task order RFP shall state the relative importance of Mission Capability, Proposal Risk, Past Performance and Price. The Air Force shall use the following criteria to evaluate task order proposals:

(a) Mission Capability - Offeror must provide a sound approach which meets the minimum thresholds for all requirements specified in the Task Order and the TRD. Positive consideration may be given for performance which exceeds requirements, if the government receives benefit from the enhancement. Specific sub-factors, if required, will be outlined in the task order RFP.

(b) Performance Risk - Proposal Risk will focus on the risks and weaknesses associated with each offeror's proposed approach and includes an assessment of the potential for disruption of schedule, increased cost, and degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For each identified risk, the offeror's proposed approach to mitigating that risk will be assessed to determine if the risk is manageable.

(c) Past Performance - The contractor's performance on tasks previously awarded under this contract will be evaluated. The lack of task order award and performance under this contract will not be considered a weakness and no penalty shall be assessed.

(d) Price - Price will be evaluated on each order and will have a significant role in award decisions. However, relative importance, compared to the technical factors, may vary based on the Task Order Requirements. Prices proposed must be determined realistic and reasonable. Additionally, the Government reserves the right to evaluate on the overall cost to the Government to include, but not limited to, range support, (if outside the proposed costs), equipment transport, logistics, site specific launch vehicle or launch campaign, etc.

5. Evaluation Process. The evaluation will occur in the following manner:

(a) A team consisting of at least the Project Officer and a Spaceports Program technical advisor will evaluate each contractor's technical submission. Each submission will be evaluated on its own merits and not compared to the submissions of other offerors. The evaluation team will recommend a contractor to whom the task order should be assigned based on the evaluation criteria. A team consisting of at least the contracting officer and one pricing analyst will conduct the cost/price analysis. Price analysis will be conducted on those orders which provide adequate price competition. Cost and pricing data will not be required if adequate price competition exists. However, if the contracting officer determines that price reasonableness can not be determined based on pricing data submitted, additional information shall be requested.

(b) After proposal evaluation, the PCO/Buyer and Project Officer may conduct exchanges with the offeror to discuss aspects of the proposal. Each order is anticipated to be awarded without discussions so offerors are encouraged to submit their best offer in their original submission.

(c) If discussions are determined necessary, the task order Statement of Work and proposal may be revised as necessary. The Government reserves the right to hold discussions with the offeror(s) most likely to receive award of the Task Order.

(d) The Spaceports PCO will determine to which contractor the government will assign the task order, based on the results of the technical evaluation, recommendation of the technical team, and analysis of proposed cost/price.

(e) Lowest-Priced Technically Acceptable (LPTA) Evaluation Method--The Government reserves the right to use the LPTA evaluation method when the Government deems this method most appropriate for the Task Order being evaluated.

(f) Upon award of a task order, all offerors may request a debriefing concerning the evaluation of their proposal.

6. Security Requirements. Security requirements will be mission-specific and will be delineated in the DD254 issued with individual task orders that may be awarded against the basic contract.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997) (TAILORED)

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

(a) one (1) copy to: Office of Public Affairs, SMC Det 12/CCX, 3548 Aberdeen Ave., SE Kirtland AFB, NM 87117.

(b) one (1) copy to: Contracting Officer, SMC Det 12/PKS, 3548 Aberdeen Ave. SE, Kirtland AFB, NM 87117.

(c) one (1) copy to: Program Manager, SMC Det 12/RPE, 3548 Aberdeen Ave., SE, Kirtland AFB, NM 87117.

H033 SOLICITATION NUMBER (APR 1998) (TAILORED)

Solicitation Number: FA8818-04-R-0002

H040 ASSOCIATE CONTRACTOR AGREEMENTS (FEB 2003) (TAILORED)

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the East and West Coast Spaceports (insert name of the program or project) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.

(b) ACAs shall include the following general information:

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

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

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

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

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

(g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

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

CONTRACTOR	ADDRESS	PROGRAM/CONTRACT
To be identified in individual task orders.		

H081 INCORPORATION OF SUBCONTRACTING PLAN (FEB 2003)

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

H082 SUBMISSION OF SUBCONTRACTING PLAN (FEB 2003)

In accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the Contract's preliminary Subcontracting Plan TBD dated TBD, has been approved and is incorporated herein by reference. The final plan meeting the minimum requirements of FAR 19.704, Subcontracting plan requirements, must be submitted in sufficient time to permit negotiations thereof within 90 days, or before definitization, whichever occurs first.

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

Pursuant to the Government Property clause herein, the Government may furnish (based on the requirements of individual task orders) the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. TBD (insert origin or destination as appropriate), 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.

ITEM NR	NSN	NOUN	PART NO	QTY	DELIVERY DATE
TBD (To be listed in individual task orders issued against the basic contract.)					

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

Database_Version: 6.1.0.000; Issued: 3/15/2004; FAR: FAC 2001-20; DFAR: DCN20040223; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2004-0302; IPN: 98-009

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (DEC 2001)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (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)
- 52.216-18 ORDERING (OCT 1995)
Para (a), Issued from date is 'Date of contract award'
Para (a), Issued through date is '60 months after contract award'
- 52.216-19 ORDER LIMITATIONS (OCT 1995)
Para (a). Insert Dollar amount or quantity. '\$0.00'
Para (b)(1). Insert dollar amount or quantity '\$49,000,000.00'
Para (b)(2). Insert dollar amount or quantity. '\$49,000,000.00'
Para (b)(3). Insert number of days. '1'
Para (d). Insert number of days. '14'
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
Para (d), Date is 'twenty-four months after issuance of the final order'
- 52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001)

- 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003)
Para (b)(1), Percentage 'TBD'
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
Para (b), Material Identification No: 'None'
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-03 PATENT INDEMNITY (APR 1984)
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-05 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)
- 52.232-01 PAYMENTS (APR 1984)
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- 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'
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
- 52.245-01 PROPERTY RECORDS (APR 1984)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (JUN 2003)
- 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.248-01 VALUE ENGINEERING (FEB 2000)
Para (m). Contract number. 'TBD'
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (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 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV
2003)
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.209-7005 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS
(JAN 2000)
252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS
MATERIALS (APR 1993)
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (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)
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)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 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)
252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES,
AND SPACE LAUNCH VEHICLES (DEC 1991)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD
CONTRACTS) (MAR 2000)
252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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. 'To be provided by offeror'

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) - ALTERNATE I (AUG 1993)

(a) Contract line item(s) To be inserted in individual orders through To be inserted in individual orders are incrementally funded. For these item (s), the sum of To be inserted in individual orders of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract To be inserted in individual orders
To be inserted in individual orders To be inserted in individual orders
To be inserted in individual orders To be inserted in individual orders
To be inserted in individual orders To be inserted in individual orders

ALTERNATE I (AUG 1993). If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item To be inserted in individual orders is incrementally funded. The sum of To be inserted in individual orders is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (i) of this clause.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	10	29 JAN 2004	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) FOR SPACEPORTS 2
ATTACHMENT 1	2	03 FEB 2004	STATEMENT OF OBJECTIVES
ATTACHMENT 2	23	27 FEB 2004	BASIC TECHNICAL REQUIREMENTS DOCUMENT (TRD)
ATTACHMENT 3	28	27 FEB 2004	SAMPLE MISSION TECHNICAL REQUIREMENTS DOCUMENT (TRD)
ATTACHMENT 4	TBD		CONTRACTOR STATEMENT OF WORK (CSOW)
ATTACHMENT 5	TBD		CONTRACTOR INTEGRATED MASTER PLAN

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Exhibit A

STATEMENT OF OBJECTIVES (SOO)

East & West Coast Spaceports (Spaceport 2)

3 February 2004

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1.0 INTRODUCTION: The East and West Coast Spaceports (Spaceport 2) Contract supplies the Rocket Systems Launch Program (RSLP) with commercial spaceport services for east and west coast launches of orbital and sub-orbital vehicles. Spaceport 2 is a Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) Task Order contract that shall provide launch site facilities, launch site operations support, range and range integration support, logistics support, facility engineering, and program support. Contract period of performance will be five years and will require flexibility in responding to unique technical requirements, launch quantity, and schedule changes.

2.0 STRUCTURE: This Statement of Objectives (SOO) provides the program objectives. The Technical Requirements Document (TRD) describes the facilities and services required of the Spaceport contractors.

3.0 OBJECTIVES

3.1 Program Objective: The Spaceport 2 objective is to provide launch facilities, launch site operations support, range and range integration support, logistics support, facility engineering, and program support for RSLP's sub-orbital and orbital missions. Contracts will be awarded for several launch site locations under Spaceport 2 to provide the government with additional flexibility and capability. Spaceport 2 will provide only existing coastal launch sites that are certified for orbital missions. Launch sites must comply with all local, state and federal laws and regulations pertaining to Environmental, Safety and Occupational Health.

Prior to each mission, user requirements will be provided as specific tasks. Each task shall be performed in response to a request for task order proposal issued by the Procuring Contracting Officer, which will further tailor the effort to be accomplished from the overarching SOW. The contractor shall propose a technical strategy and propose a price for the effort required. The effort may be, but is not limited to, support of a launch or special study. Dependent on the mission, the government may provide selected ground handling, launch, and support equipment as GFE. The offeror must have the capability to support a launch within 12 months or less from Task Order issuance.

3.2 Program Management: The Air Force Space and Missile Systems Center Detachment 12 (SMC Det 12) Rocket Systems Launch Program (RSLP) is responsible for the management of this program. Contractual management is provided by the Procuring Contracting Officer (PCO), SMC Det 12/ PK.

4.0 COMPLIANCE DOCUMENTS: Offeror shall comply with these documents:

4.1 Spaceport 2 Technical Requirements Document (Spaceport 2 TRD # dated TBD, Unique to each Task Order)

4.2 Applicable Range Safety Handbook for appropriate Range (i.e. EWR 127-1, RSM-2002, etc.)

5.0 SYSTEM DEFINITION

5.1 Program/Risk Management: The offeror is expected to plan, execute, and control a program to satisfy the objectives identified herein. The offeror should consider the government a member and contributor to the integrated product team. As a member, the government expects a level of insight commensurate to the level of risk shouldered by the government. Risk management and risk assessments shall be provided to the government periodically.

5.2 Systems Engineering: The offeror must assure government insight into management of risk, cost, schedule, technical performance, system tradeoffs, mission planning, and quality of all mission elements (i.e. facility maintenance and modification, site operations, communications, telemetry, range support, logistics, security etc.), throughout the period of performance.

5.3 Deliverables: The offeror shall provide the government sufficient insight into all phases of the mission. Some of this insight might come by means of documentation; other insight may be provided by less formal means (e.g., meetings, telecons, video teleconference, and E-mail). The offeror shall provide the government with pertinent facility information, range and site schedules, and range and site safety documentation. The offeror shall keep the government apprised of spending and funds availability profiles on a monthly basis. The offeror shall demonstrate compliance to all applicable safety requirements and shall identify any areas of concern relating to personnel and property safety. The offeror shall provide facility and operation support status throughout the period of performance.

**EAST AND WEST COAST SPACEPORTS
(SPACEPORT 2)**

**BASIC
TECHNICAL REQUIREMENTS DOCUMENT (TRD)**

27 February 2004

RFP FA8818-04-R-0002

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LIST OF ACRONYMS

A/D	Arm/Disarm
ARSS	Airborne Range Safety System
EPDS	Electrical Power Distribution System
FTS	Flight Termination System
GFE	Government Furnished Equipment
GNCS	Guidance, Navigation and Control System
ICD	Interface Control Document
JAWSAT	Joint Air Force Academy Weber State Satellite
LCC	Launch Control Center
LEB	Launch Equipment Building
LEV	Launch Equipment Vault
LSC	Linear Shaped Charge
LV	Launch Vehicle
MAB	Missile Assembly Building
MBAR	Missile Base Adapter Ring
NCU	Nozzle Control Unit
OSP	Orbital Sub-orbital Program
PSS	Premature Stage Separation
S&A	Safe and Arm
SE	Support Equipment
TE	Transporter Erector
TMIS	Telemetry (TM) and Instrumentation System

1.0 SCOPE

1.1 Overview

The Rocket Systems Launch Program (RSLP) is an Air Force program managed by SMC/Det12 to provide orbital and sub orbital launch services to DoD and other government customers utilizing surplus de-militarized ICBM assets and commercial motors. RSLP uses a combination of government launch sites, air launch platforms and commercial launch sites to provide launch services. The initial RSLP Spaceport contract was a five-year, multiple award IDIQ task order contract awarded in 1996; six task orders were awarded on that contract. RSLP has an ongoing requirement for commercial spaceport launch sites for a variety of vehicle configurations ranging from single stage sub orbital launches to five stage Space Launch Vehicles (SLVs). This TRD addresses the generic requirements of Spaceport 2 missions. Individual task order TRDs will be tailored from this document to provide only those services needed for the specific mission.

1.2 Objectives

The objective of this TRD is to define general Spaceport requirements for RSLP missions ranging from single stage sounding rocket class vehicles to five stage Peacekeeper class launch vehicles. Task order TRDs will be tailored versions of this document.

2.0 APPLICABLE DOCUMENTS

2.1 Compliance Documents

The Contractor shall comply with the following documents of the issue shown.

<u>Document #</u>	<u>Document Title</u>
EWR 127-1 (T) (Latest)	Range Safety Requirements as Tailored for Commercial Launch Facility
501-89, Vol. 1 (Aug 1989)	Universal Documentation Handbook
40 CFR (Latest)	Code of Federal Regulations
IRIG Spec 106-96	Telemetry Standards
MDD-02-RSLP-083 October 2002	Spaceport Transportation Planning Guide and Facility Description
TE ICD 25-65097, sheet 9(Latest)	

2.2 Guidance Documents

The following documents are provided to the Contractor to be used as guidance for interface control, facility design, and booster logistics/processing.

<u>Document #</u>	<u>Document Title</u>
30 SW PLAN 32-7043-A (Latest)	Vandenberg AFB Hazardous Waste Management Plan
30 SW PLAN 32-40002 (Latest)	VAFB Hazardous Materials Emergency Response Plan

3.0 REQUIREMENTS

3.1 Generic Spaceport Requirements

3.1.1 Launch Vehicle Configurations

Typical launch vehicle configurations for spaceport launches can range from single stage Sounding Rocket Program (SRP) launches to a five stage Peacekeeper space launch vehicle on the Orbital Sub-orbital Program (OSP). Some representative configurations are shown in figure 3.1. The vehicles shown are 40 to 92 inches in diameter and range from approximately 50 feet to over 100 feet in length. Vehicle weights range from approximately 20,000 to 350,000 pounds. Mission specific configuration data and requirements will be developed for each Task Order and contained in the Task Order TRD. In addition, there is current planning for a Responsive Small Space program that will add new launch vehicles to the RSLP available configurations.

Physical and performance information on the Minotaur and Peacekeeper motors are contained in Appendix A, Table 1 and 2.

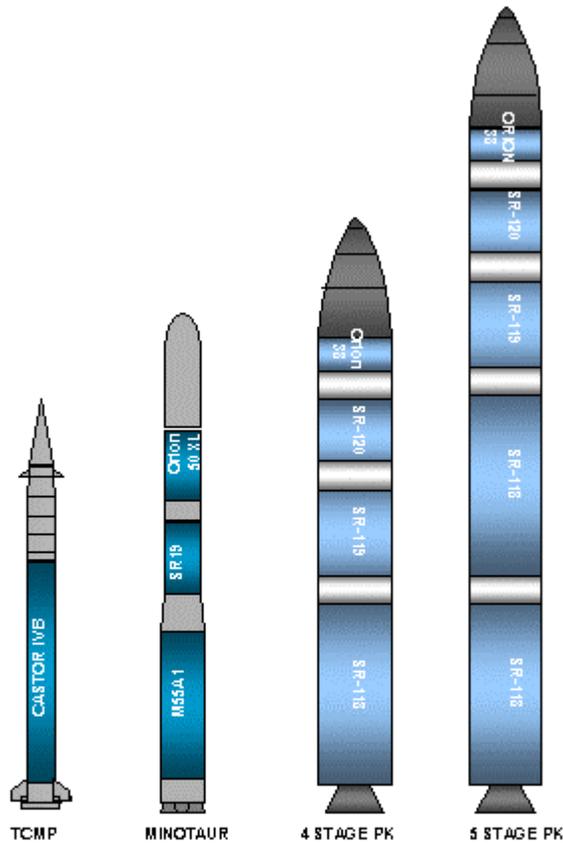


Figure 3.1 Representative RSLP Spaceport Launch Vehicles

3.1.2 Spaceport Capability

For the purpose of addressing Spaceport capability, Spaceports shall provide the following information:

- Acceptable launch azimuths

- Launch Vehicle diameter, length and weight limits for launch pad(s)
- Launch pad thrust limit (if applicable)
- Processing facilities and capability
 - Fueling capability
 - Lifting capacity
 - Clean rooms
 - Environmental controls
- Launch Control Facilities
 - Maximum number of people
 - Consoles
 - Communication capability, nets, phones, etc.
 - Fiber and copper to launch pad
- Range capability
 - Spaceport or Government range
 - Existing agreements with government range
 - Range tracking systems
 - Telemetry receiving systems
 - Range safety systems
 - Qualification/certification of personnel

3.2 Spaceport Mission Requirements

3.2.1. Launch Facilities

All facilities shall have a certified ground and grounding points throughout each as required by ground safety. Each facility shall have lavatories with sewage systems or have one within a reasonable distance. Each processing facility shall have air conditioning systems capable of maintaining the OSP vehicle within 60° to 80° F and from 30% to 80% relative humidity during processing and prelaunch operations.

3.2.1.1 Launch Pad

The Contractor shall provide a launch structure that shall include a launch stand that interfaces with the LV-contractor-provided Launch Duct Adapter Ring and shall support the OSP launch vehicle. The stand shall have an interface ring with a bolt pattern determined by the LV contractor and identified in the ICD (CDRL A005).

The Contractor shall provide road access to the pad. The Contractor shall provide an access area at the launch pad with sufficient support capability and pylon attachments for the loaded Transporter-Erector (TE). The Contractor shall provide 120/208 VAC, 3 phase, 60 Hz, 30 Amp power for the TE generator at the launch pad. The connector details shall be in accordance with the TE ICD 25-65097, sheet 9.

The Contractor shall provide site power capable of handling all equipment at the launch pad. The Contractor shall provide standby generator power for pre-launch processing support at the launch pad and manually activated standby power for an LV contractor provided air conditioning unit and other miscellaneous pre-launch processing equipment. The Contractor shall provide communications for operations at the launch pad. The Contractor shall provide certified ground and lighting to allow for work at night for this facility.

The Contractor shall provide a Launch Equipment Vault (LEV) to house and protect NCU battery carts. The LEV shall be located such that the LV contractor provided umbilical, which is 65 ft long (max), reaches the vehicle interface point, as identified in the ICD (CDRL A005).

The Contractor shall provide umbilical guy-wire tie-down mountings for a LV contractor provided umbilical mast or other provisions as defined in the facility ICD (CDRL A005) and routing for LV contractor provided umbilical cable(s) that will run from the LEV to the launch vehicle.

3.2.1.2 Missile Assembly Building (MAB)

The Contractor shall provide a booster processing facility capable of handling the two stage Minuteman booster and the government provided transporter erector.

3.2.1.3 Support Equipment Building (SEB)

The Contractor shall provide an enclosed and covered building approximately 12 ft by 12 ft by 8 ft high within 200 ft of the launch pad. If a structure is not available, the minimum requirement is to provide a covered and protected site for an OSP contractor furnished equipment trailer. Provide copper wire land lines and fiber optic cable to the launch control facility. Preliminary requirement is for six fibers, single mode (9/125) and 50 pair copper wire, 19 AWG telephone. Provide underground cable conduit from inside LEB to the LEV, to be identified in the ICD. Provide 120/208 Volts AC, 3 phase, 60 Hz, 30 amps power source. If located at the launch pad, LEB and LEV (2.3.6.1) may be combined into one hardened structure.

3.2.1.4 Front Section Processing Facility

The Contractor shall provide a front section processing and test facility and all associated handling equipment to support processing and testing of the OSP front

section including the two Orion motors. The booster processing facility may be used if it can accommodate both processing simultaneously.

3.2.1.5 Payload Processing Facility

The Contractor shall provide a facility for processing of the satellite payloads prior to integration with the front section. A 100,000 class clean room is required for general processing operations and a 10,000 class clean room capability is required for specific operations. The facility shall provide capability for fuelling spacecraft.

3.2.1.6 Administration Facility.

The Contractor shall provide an administration facility and all associated office equipment, communications and security to support processing, testing and launch of the OSP vehicle.

3.2.1.7 Launch Control Facility (LCF)

The Contractor shall provide a launch control facility to support processing, testing and launch of the OSP vehicle. The LCF must be within 5 miles of the LEB. The facility shall provide space and communication equipment for a launch crew of at least 14 people and 12 launch support equipment consoles. The facility shall provide backup power capable of handling all equipment in the launch control facility. Provide 120/208 Volts AC, 3 phase, 60 Hz, 30 amps power source.

3.2.1.8 Launch Control Center

The Contractor shall provide a Launch Control Center for Range Operations personnel and for the program management team with access to launch information, communication nets and telephone lines.

3.2.1.9 Magazine for Storing Ordnance

The Contractor shall provide a 400 cu ft Magazine for storing 1.1, 1.3 and 1.4 classified ordnance. Provide a certified ground for ordnance storage at this facility.

3.2.2 Launch Support

Provide an on site range support manager to schedule and provide access to facilities, equipment and range support. Provide on-call maintenance and repair support for facilities and equipment.

3.2.2.1 Up Range Support and Down Range Interface

The Contractor shall interface with the government provided range to facilitate range radar tracking, telemetry receiving, optical coverage and range safety support for

launch operations. The government will separately provide the range support as the basic approach for the mission. (Spaceports may propose an option for a Spaceport range if available)

3.2.2.2 Booster Stacking and Erecting Support

The Contractor shall coordinate and schedule launch pad preparations and support. The Contractor shall coordinate and schedule Spaceport equipment support, including a crane for two days of lifting operations with a minimum hook height of 120 ft and capable of lifting up to 75,000 lb booster from a modified Transporter/Erector (T/E) and placing it on the launch stand. The Contractor shall provide a certified crane operator. The Contractor shall also provide a man lift for 30-consecutive days capable of lifting two men and equipment with a lift height of no less than 85 feet.

3.2.2.3 Front Section onto the Booster Installation Support

The Contractor shall coordinate and schedule Spaceport equipment and facilities including a crane with 120 foot hook height and work platforms to a height of 80 ft. The Contractor shall also provide a certified crane operator.

3.2.2.4 Launch Vehicle Testing Support

The contractor shall ensure that sufficient power and communications are continuously available to support range testing. The Contractor shall coordinate with the Government and LV Contractor to ensure testing power and communication requirements are clearly understood and provided to permit testing.

3.2.2.5 Launch Vehicle Launch Support

The Contractor shall provide communications and power and range/site safety support for launch operations per a Spaceport Interface Control Document (ICD) CDRL A004. The Contractor shall support AF and the Launch Vehicle (LV) contractor personnel during launch day operations and assure Spaceport communications, power, facilities and range interfaces are operational and able to support launch.

3.2.2.6 Communications

The Contractor shall provide Spaceport communications for on and off site usage including local and long distance telephone services, dedicated data communication line, and a dedicated on-site fax line. Launch nets for communications during launch operations, pre-launch checkouts and vehicle buildup, integration and checkouts shall be available to support launch operations. Although only five nets are identified, each communications panel shall be capable of supporting up to a combination of 20 nets and voice direct lines at no extra cost to the government. These will include the following five nets with other nets to be defined:

a. Countdown Net: Used for launch operations to allow all personnel at launch stations to communicate with each other, between the Launch Control Facility (LCF), range safety consoles, launch vehicle contractor ground support consoles, payload contractor ground support consoles, the launch equipment building, and the launch

pad. The Contractor shall provide monitor access to the countdown net for the program management team at a Launch Control Center (LCC) and off-Spaceport support, as required.

b. Program Net: Used for Program Management team communication.

c. Safety Net: Used for communication between the ground and flight safety, and range safety organizations.

d. Vehicle Net: Used for communication between the launch pad, LV contractor ground support consoles, technical support team, the LCC and the Program Manager.

e. Payload Net: Used for communication between the launch pad, payload vehicle contractor, ground support consoles, the LCC and the Program Manager.

3.2.2.7 Site Documentation

The Contractor shall provide facility documentation to the LV contractor in support of planning launch operations.

a. The Contractor shall develop a Spaceport to Minotaur Interface Control Document (ICD) in accordance with CDRL A004.

b. The Contractor shall develop a Launch Base Support Plan in accordance with CDRL A005 which describes facility usage and identifies logistics and Range support for processing activities.

c. The Contractor shall prepare any Accident/Incident Reports in accordance with CDRL A001.

d. The Contractor shall prepare and submit a Certificate of Facility Readiness (COFR) in accordance with CDRL A007.

3.2.2.8 Site Scheduling

The Contractor shall prepare an integrated schedule of facility use, maintenance, outages, etc during contractor site operations. The Contractor shall provide facility access for the LV contractor 90 days prior to the launch date and launch pad access at 60 days prior to the launch date. The Contractor shall also schedule and support site surveys, as required.

3.2.2.9 Accident Investigation Support

The Contractor shall provide one month of support for the investigation of any mishaps that occur at the Spaceport facility.

3.2.2.10 Launch Window

Upon award of the contract, a launch window will be established by the Government in accordance with the following paragraphs.

3.2.2.10.1 Initial Launch Capability

An Initial Launch Capability date (ILC) shall be established upon award of the contract. ILC is defined as the first day on which the mission can be launched and shall be the first day of a 90 day Launch Window (LW) during which the Government can select the actual launch date. The Government may unilaterally modify the ILC during the course of the contract by Contracting Officer (CO) modification to the contract.

3.2.2.10.2 Launch Date

No later than 60 days before the ILC, the Government will either establish a Launch Date (LD) within the 90-day Launch Window, or change the ILC, thus establishing and paying for a new 90-day window. Should the Government fail to establish the Launch Date by ILC-60 days, the ILC becomes the Launch Date.

3.2.2.10.3 Grace Period

Once the Launch Date is established, the following 15 days shall be considered a grace period. During this period, the Launch Date may be modified by mutual agreement between the Government and Contractor Program Managers and will not be determined by CO notification to the Contractor. No additional costs shall be charged to either party during this 15-day grace period. If the launch date is slipped beyond the 15 day grace period by the Government, a new Launch Date shall be established, and paid for by the Government, with an additional 15 day grace period.

3.2.3 Logistics Support

Provide receiving support; inventory control; transportation and handling; and storage of hardware (to include ordnance).

3.2.3.1 Receiving Support

The Contractor shall provide standard material handling equipment (i.e. forklifts, cranes, etc.) for LV contractor personnel to support receiving and off loading of hardware at the Spaceport.

3.2.3.2 Inventory Control

The Contractor shall maintain inventory control of all mission hardware in the control of the Spaceport.

3.2.3.3 Transportation and Handling

The Contractor shall provide local transportation of GFE or launch vehicle contractor equipment as required prior to launch vehicle contractor arrival on site.

3.2.3.4 Storage

The Contractor shall provide storage for initiation ordnance and small size support equipment at Spaceport facilities.

3.2.4. Facility Engineering

3.2.4.1 Analysis

The Contractor shall provide analysis to integrate the mission interfaces with the Spaceport launch pad and facilities.

3.2.4.2 Design

The Contractor shall provide design of facility interfaces as required for the OSP vehicle, the integrated mission payload and associated support equipment, per the ICD (CDRL A005).

3.2.4.3 Facilities Modification

The Contractor shall provide facility modifications within the established schedule, as required to ensure correct OSP vehicle, integrated Minotaur payload and associated Ground Support Equipment (GSE) interfaces at Spaceport facility, per the ICD (CDRL A005). Facility readiness will be presented in a Facilities Readiness Review to be held 30 days prior to first operations at the launch site.

3.2.5 Support Services

3.2.5.1 Meteorology

The Contractor shall support the Range as required with, meteorological services/data to support processing, testing and launch of the OSP launch vehicle, including real-time weather status.

3.2.5.2 Photography

The Contractor shall support the Range as required with documentary photography services, including still photos, high speed film and real time video, in support of processing, testing, anomaly/failure analysis and launch of the OSP vehicle and the integrated Minotaur payload.

3.2.5.3 Pad Lighting

The Contractor shall provide on-pad lighting (a minimum of two banks, 4000 W each) to support nighttime processing operations for 30-consecutive days.

3.2.5.4 Medical and Environmental Health

The Contractor shall provide on-call access to medical and environmental health services, including urgent care and emergency transport to support all personnel

involved in the processing, testing and launch of the OSP vehicle and the integrated mission payload. The Contractor shall provide required safety equipment in compliance with local and OSHA regulations.

3.2.5.5 Site Vehicles

The Contractor shall provide access to site vehicles to support processing, testing and launch of the OSP vehicle and the integrated mission payload. Specific requirements will be finalized in the integration and launch base support planning process and shall include site transportation, forklifts and a tug to move the mobile scaffold tower if necessary. The tug shall be available for 30 consecutive days.

3.2.5.6 Intrusion Detection and Security

The Contractor shall coordinate access control with the Range and provide access control to the Spaceport launch site and facilities. The contractor shall provide 24 hr security when the vehicle and payload are on site.

3.2.5.7 Hazardous Waste Containment and Disposal

The Contractor shall provide lawful hazardous waste containment, disposal and documentation services to support processing, testing and launch of the OSP vehicle and the integrated mission payload. Hazardous wastes typically include solvents, lubricants, and sealants.

3.2.5.8 Propellants, Liquids and Gases

The Contractor shall provide the following propellants, liquids and gases as needed to support processing, testing and launch of the OSP vehicle and integrating the Contractor payload as listed below:

1. Gaseous Nitrogen: 10 portable 6 kpsig K-bottles supplying supply of 99.995% pure N₂
2. High Pressure Air: Portable, filtered, at least 100 psig for pneumatic tools.

3.2.5.9 Janitorial Services

The Contractor shall provide janitorial services for administrative and vehicle/payload areas at the Spaceport.

3.2.5.10 Fire Protection

The Contractor shall provide on-call access to fire detection/protection services to protect personnel, facilities and hardware.

3.2.5.11 Potable Water

The Contractor shall provide water at the Launch Control Center (LCC) and launch pad for personnel consumption, not to exceed 20 gal per day for the duration of mission site operations.

3.2.6 Program Support

3.2.6.1 Program Schedules

The Contractor shall prepare an integrated schedule CDRL A007 of Spaceport facility use, maintenance, outages, planned support, etc. during the Minotaur mission.

3.2.6.2 Meeting Conduct and Attendance

The Contractor shall attend Minotaur mission and Range planning meetings, as required to support processing and launch activities. Mission planning meetings will occur approximately bimonthly, with every other meeting being held at the LV contractor's facility. A Facility Readiness Review will be held at the spaceport facility, 30 days prior to LV contractor arrival on site. During on-site processing and launch support operations, meetings will occur daily. The Contractor shall provide meeting minutes for the planning meetings in accordance with CDRL B002.

3.2.6.3 Contract Fund Status Report

The Contractor shall prepare a Contract Fund Status Report (CFSR) at the end of each quarter in accordance with CDRL B001.

3.2.6.4 Program Final Report

The Contractor shall prepare a final cumulative report in accordance with CDRL A003, to include final reports of Spaceport test procedures, all identified anomalies and the associated resolutions.

3.2.7 Range Support

The Spaceport shall interface with the GFE range and provide communications and facilities to meet program requirements.

3.2.7.1 Range Documentation

The Contractor shall provide Spaceport facility inputs to the LV contractor in support of the development of ground safety documentation necessary to obtain approval from the Range for ground operations/processing and the development of flight safety documentation.

3.2.7.2 Flight, Ground And Operational Safety

The Contractor shall coordinate and support flight safety reviews and the flight assessment process by the appropriate agencies, and assist in obtaining the Government Range safety approval of LV contractor procedures. The Contractor shall

get Government approval and ensure implementation of the Spaceport ground operations safety program.

3.2.7.3 Flight Test Tracking, Telemetry, RF, Radar and Command Destruct

The Contractor shall support requirements to provide range support including flight test tracking, telemetry receiving, command destruct systems, and providing required support through launch, in accordance with Government Range safety requirements. The range requirements may be met by a spaceport provided range or by use of a government provided range. The Contractor shall ensure telemetry receiving from the launch vehicle at the launch pad via a re-radiation system. The Contractor shall provide fiber optics from the telemetry receiving site to the Launch Control Facility (LCF) for real time telemetry data during countdown launch operations.

3.3 Environmental Concerns

3.3.1 Environmental Compliance

The contractor (and its subcontractors) shall comply with all federal, state, and local environmental laws, regulations, and policies for all activities defined in this TRD, whether conducted at government or contractor facilities. Upon request, the contractor shall make available to the government applicable environmental permits and documentation. The contractor shall be solely responsible for the management, cleanup, protection, and disposal of any and all emissions, effluents, wastes, and hazardous materials used in, generated by, or associated with the actions required by this SOW. The contractor shall report the current status and impacts to program cost, schedule, and performance from the above mentioned at each management review.

3.3.2 Support for National Environmental Policy Act (NEPA) Compliance.

If data is needed by the government to develop applicable environmental analysis required under provisions of the NEPA, the contractor shall provide a description of proposed contractor actions along with qualitative and quantitative data describing the constituent materials, emissions, effluents, wastes, and hazardous materials used in and produced from these activities.

APPENDIX A: MOTOR DATA

NEW**TABLE 1. MINOTAUR MOTOR SPECIFICATIONS**

CATEGORY	MINUTEMAN II		ORION	
	STAGES		STAGES	
	1	2	3	4
TOTAL WEIGHT (lbs)	51,230	16,050	9,510	1,977
PROPELLANT WEIGHT (lbs)	45,670	13,680	8,640	1,699
LENGTH (ft)	18.6	9.1	10.1	4.4
DIAMETER (ft)	5.5	4.3	4.2	3.2
THRUST (lbs)	200,400	60,700	36,787	7,170
MOTOR CASE MATERIAL	D6AC STEEL	6A1-4V TITANIUM	IM7/55A GRAPHITE/EPOX Y	IM7/55A GRAPHITE/EPOXY
PROPELLANT MATERIAL	TP-H1011 TP-H1043	ANB-3066	HTPB	HTPB
MANUFACTURERS	THIOKOL	AEROJET	ALLIANT	ALLIANT

NEW**TABLE 2. PEACEKEEPER MOTOR SPECIFICATIONS**

STAGE	1	2	3
TOTAL WEIGHT (lbs)	108,000	60,000	17,000
PROPELLANT WEIGHT (lbs)	100,000	54,000	15,600
	Class 1.3	Class 1.3	Class 1.1
LENGTH (ft)	28	18	8
DIAMETER (in)	92	92	92
THRUST (lbs)	500,000	275,000	65,000
MOTOR CASE MATERIAL	Kevlar	Kevlar	Kevlar
PROPELLANT MATERIAL	HTPB	HTPB	NEPE
MANUFACTURERS	ATK	AEROJET	ATK

NEW**TABLE 3. MISSILE STAGE WEIGHTS/ASSOCIATED QUANTITY DISTANCE (QDs)**

MISSILE STAGE	CLASS/DIV	PROPELLANT WEIGHT (lbs)	Inhabited Building Distances (IB) (ft)	InterLine Distances (IL) (ft)
MINUTEMAN II				
STAGE I M55	1.3	45,670	250	165
STAGE II SR-19	1.3	13,680	170	115
AODS	1.1	< 2 oz.		
ASSEMBLED BOOSTER w/AODS	1.3*	59,575	260	175
ORION				
ORION 50 XL	1.3	8,640	145	100
ORION 38	1.3	1,699	90	60
OSP LAUNCH VEHICLE	1.3*	69,689	270	185

* Minuteman MMODS contains Class 1.1 ordnance components. Typically the entire assembly assumes the classification of the most hazardous component. The MMODS is designed to cut the case only and specifically to NOT cause the stages to go high order. The Inhabited building distance for an OSP booster rated at 1.1 would be 1685 ft.

ROCKET MOTOR ALLOWABLE HUMIDITY VS TIME

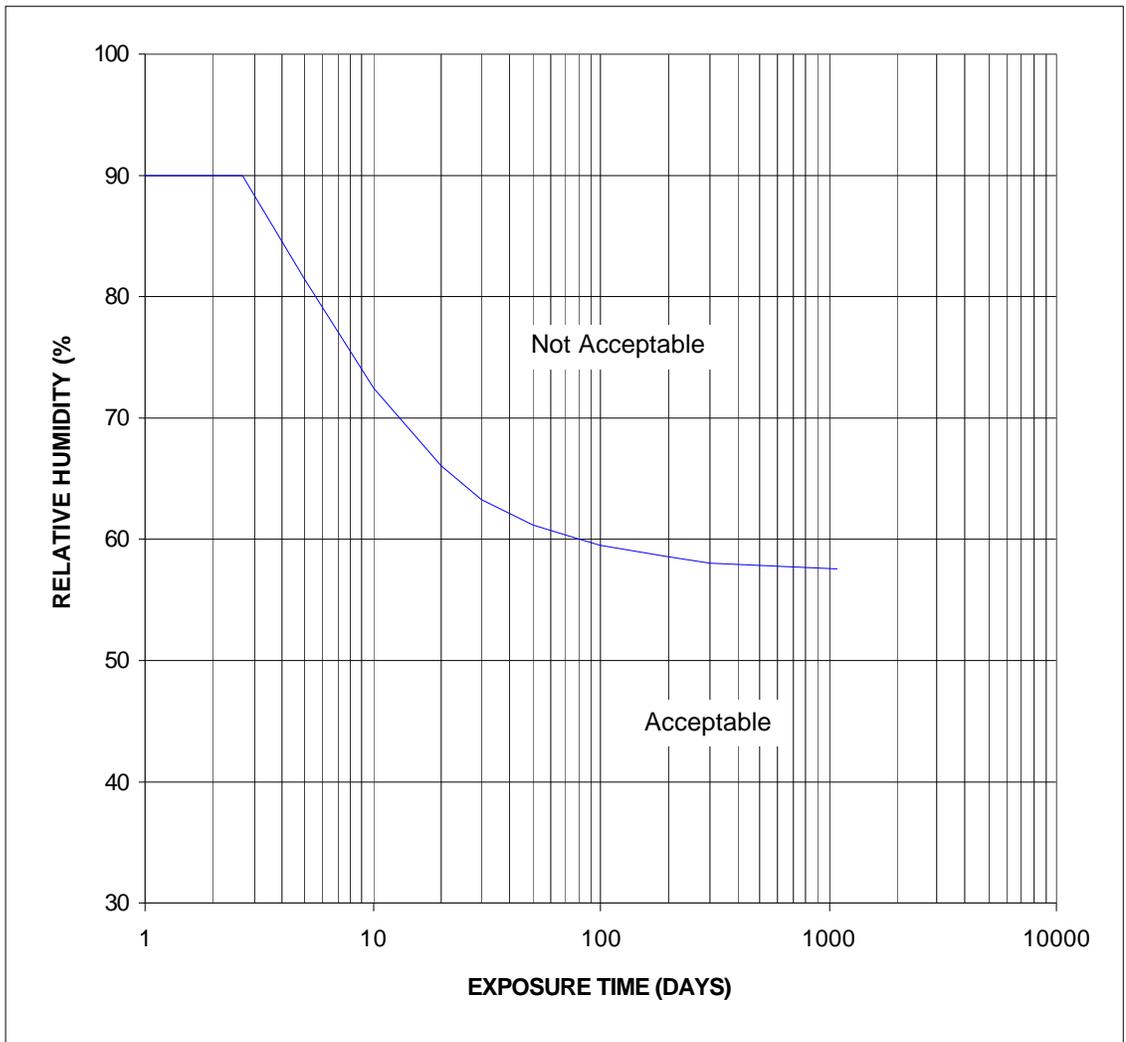


Figure 1 (Allowable Humidity Exposure Vs Time)

**EAST AND WEST COAST SPACEPORTS
(SPACEPORT 2)**

**SAMPLE MISSION
TECHNICAL REQUIREMENTS DOCUMENT (TRD)**

27 February 2004

RFP FA8818-04-R-0002

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LIST OF ACRONYMS

A/D	Arm/Disarm
ARSS	Airborne Range Safety System
EPDS	Electrical Power Distribution System
FTS	Flight Termination System
GFE	Government Furnished Equipment
GNCS	Guidance, Navigation and Control System
ICD	Interface Control Document
JAWSAT	Joint Air Force Academy Weber State Satellite
LCC	Launch Control Center
LEB	Launch Equipment Building
LEV	Launch Equipment Vault
LSC	Linear Shaped Charge
LV	Launch Vehicle
MAB	Missile Assembly Building
MBAR	Missile Base Adapter Ring
NCU	Nozzle Control Unit
OSP	Orbital Sub-orbital Program
PSS	Premature Stage Separation
S&A	Safe and Arm
SE	Support Equipment
TE	Transporter Erector
TMIS	Telemetry (TM) and Instrumentation System

1.0 SCOPE

1.1 Overview

The Rocket Systems Launch Program (RSLP) is an Air Force program managed by SMC/Det12 to provide orbital and sub orbital launch services to DoD and other government customers utilizing surplus de-militarized ICBM assets and commercial motors. RSLP uses a combination of government launch sites, air launch platforms and commercial launch sites to provide launch services. The initial RSLP Spaceport contract was a five-year, multiple award IDIQ task order contract awarded in 1996; six task orders were awarded on that contract. RSLP has an ongoing requirement for commercial spaceport launch sites for a variety of vehicle configurations ranging from single stage sub orbital launches to five stage Space Launch Vehicles (SLVs). This TRD addresses the requirements to qualify for the multiple award as an approved Spaceport provider. The Spaceport's capability to meet these requirements will be evaluated via response to a sample Minotaur space launch mission. The Sample Mission is provided only for evaluation purposes, and will not be awarded as a task order. This TRD will not become part of the basic contract. Instead, it will be replaced by the Basic TRD, which is a tailored version of this document in which all Sample Mission specific information has been removed. No additional requirements are added in the Basic TRD.

The sample mission for the Spaceport 2 contract is based on a current Spacecraft suite comprised of six individual satellites that is scheduled to fly in 2005. For the purpose of an east coast sample mission, assume an inclination of 35° to 45°. For west coast missions, assume an inclination of 90° to 100°. The Minotaur launch vehicle is a four stage space launch vehicle with MM II stage 1 and stage 2 motors and commercial Orion 50XL and Orion 38 third and fourth stages. The individual satellites have on-board propulsion to perform orbit-raising maneuvers to achieve the desired constellation. The sample mission requires spaceport capability to support a launch 12 months following a task order award.

1.2 Objectives

The objective of this TRD is to select spaceports for a Multiple Award IDIQ contract that will be qualified to provide spaceport launch capability and compete on individual Task Orders to support RSLP launch requirements ranging from single stage sounding rocket class vehicles to five stage Peacekeeper class launch vehicles. The objective is to select spaceports that either alone, or combined with local government ranges, can provide the launch pad, launch control rooms/centers, payload and launch vehicle processing facilities, range safety and instrumentation, and services required to support, at minimum, a Minotaur space launch within 12 months following task order award.

2.0 APPLICABLE DOCUMENTS

2.1 Compliance Documents

The Contractor shall comply with the following documents of the issue shown.

<u>Document #</u>	<u>Document Title</u>
EWR 127-1 (T) (Latest)	Range Safety Requirements as Tailored for Commercial Launch Facility
501-89, Vol. 1 (Aug 1989)	Universal Documentation Handbook
40 CFR (Latest)	Code of Federal Regulations
IRIG Spec 106-96	Telemetry Standards
MDD-02-RSLP-083 October 2002	Spaceport Transportation Planning Guide and Facility Description
TE ICD 25-65097, sheet 9(Latest)	

2.2 Guidance Documents

The following documents are provided to the Contractor to be used as guidance for interface control, facility design, and booster logistics/processing.

<u>Document #</u>	<u>Document Title</u>
30 SW PLAN 32-7043-A (Latest)	Vandenberg AFB Hazardous Waste Management Plan
30 SW PLAN 32-40002 (Latest)	VAFB Hazardous Materials Emergency Response Plan

3.0 REQUIREMENTS

3.1 Generic Spaceport Requirements

3.1.1 Launch Vehicle Configurations

Typical launch vehicle configurations for spaceport launches can range from single stage Sounding Rocket Program (SRP) launches to a five stage Peacekeeper space launch vehicle on the Orbital Sub-orbital Program (OSP). Some representative configurations are shown in figure 3.1. The vehicles shown are 40 to 92 inches in diameter and range from approximately 50 feet to over 100 feet in length. Vehicle weights range from approximately 20,000 to 350,000 pounds. Spaceports do not have to be able to handle all ranges of possible vehicles. The minimum requirement for basic Spaceport 2 award is capability to support a Minotaur space launch. Mission specific configuration data and requirements will be developed for each Task Order and contained in the Task Order TRD. In addition, there is current planning for a Responsive Small Space program that will add new launch vehicles to the RSLP available configurations.

Physical and performance information on the Minotaur and Peacekeeper motors are contained in Appendix A, Table 1 and 2.

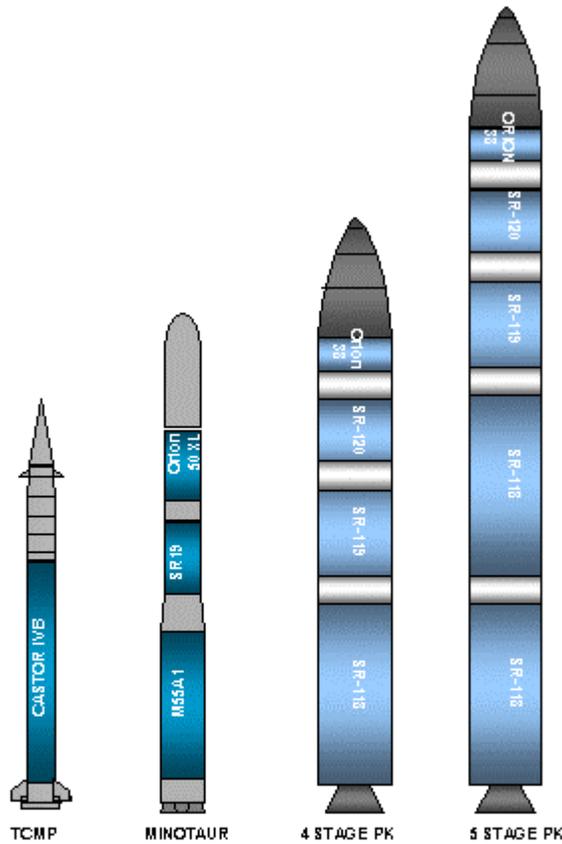


Figure 3.1 Representative RSLP Spaceport Launch Vehicles

3.1.2 Spaceport Capability

Typical Spaceport mission requirements for a Minotaur mission are contained in section 3.2 and represent typical Spaceport requirements for other RSLP missions. For the purpose of addressing Spaceport capability, Spaceports shall provide the following information:

- Acceptable launch azimuths
- Launch Vehicle diameter, length and weight limits for launch pad(s)
- Launch pad thrust limit (if applicable)
- Processing facilities and capability
 - Fueling capability
 - Lifting capacity
 - Clean rooms
 - Environmental controls
- Launch Control Facilities
 - Maximum number of people
 - Consoles
 - Communication capability, nets, phones, etc.
 - Fiber and copper to launch pad
- Range capability
 - Spaceport or Government range
 - Existing agreements with government range
 - Range tracking systems
 - Telemetry receiving systems
 - Range safety systems
 - Qualification/certification of personnel

3.2 Sample Mission Description

The sample mission, provided for the purpose of evaluating Spaceport capability to support RSLP launches and become a qualified bidder for Task Orders competed on the Spaceport 2 contract, is a six spacecraft configuration integrated into a spacecraft suite. The spacecraft suite weighs approximately 900 lbs and will be launched into a 500 km insertion orbit on a Minotaur space launch vehicle. (Inclination is assumed to be within the spaceport available launch azimuths.) The spacecraft are individually released by the launch vehicle into the insertion orbit. The spacecraft contain hydrazine fuel and perform orbit raising maneuvers to achieve the desired constellation. The sample mission requires an Initial Launch Capability (ILC) at the Spaceport 12 months after contract award. Assume a launch window of 15 April-15 July 04 and an ILC of 1 June 05.

3.2.1 Launch Vehicle Configuration

The OSP Minotaur space launch vehicle is a four stage missile consisting of a M55 first stage, SR-19 second stage, Orion 50 XL third stage, and Orion 38 fourth stage. The front section consists of an inertial guidance system; a tracking and range safety system; a telemetry system for primary booster system and payload status; attitude control system for post boost maneuvering, flight termination and premature separation system; six satellite payloads; and a separating shroud. The OSP vehicle will be launched from a launch support structure either over a launch duct or, if a duct is not available, from a stool approximately 20 feet high. The launch vehicle with payloads is approximately 63 feet long and weighs approximately 80,000 lbs.

3.2.1.1 Minuteman II Stage 1 Rocket Motor M55A1

The first stage is a Minuteman M55A1 solid propellant rocket motor with a D6AC steel case manufactured by Thiokol Chemical Corporation. The motor contains over 45,000 pounds of class 1.3 solid propellant with an action time of about 60 sec. The average sea level thrust is approximately 170,000 lbf. Thrust Vector Control is accomplished by four hydraulically actuated gimbaled nozzles. The Missile Base Adapter /Ring (MBAR) interfaces to the motor aft skirt to provide support for ground handling and emplacement of the boosters. After emplacement on the launch stand, the MBAR is unclamped from the Stage 1 aft skirt and clamped to the launch stand adapter. The lower NCU umbilical is attached to the MBAR.

3.2.1.2 Minuteman II Stage 2 Rocket Motor SR19-AJ-1

The second stage is a Minuteman SR19-AJ –1 solid propellant motor with a titanium alloy motor case and a single fixed submerged nozzle, which was manufactured by Aerojet Solid Propulsion Company. The motor contains almost 14,000 pounds of class 1.3 solid propellant and has an action time of about 65 sec. The average vacuum thrust is approximately 60,000 lbf. Stage 2 uses a Liquid Injection Thrust Vector Control (LITVC) system for pitch and yaw and a separate solid fuel gas generator roll control system.

3.2.1.3 Orion 50 XL Rocket Motor

The Orion 50 XL motor is a commercial motor manufactured by Alliant specifically for small space launch applications. The case is an IM7/55A graphite fiber epoxy and contains 8,640 pounds of HTPB propellant. The burn time is approximately 68 seconds. Thrust vector control in pitch and yaw is accomplished with flexseal nozzle and electro mechanical actuators. The 2-3 staging separation is accomplished with a 25 gr/ft aluminum Linear Shaped Charge (LSC) which cuts the aft aluminum ring of the Orion 50 XL motor skirt.

3.2.1.4 Orion 38 Rocket Motor

The Orion 38 motor is a commercial rocket motor manufactured by Alliant and is used for orbit insertion. The case is IM7/55A graphite fiber epoxy and contains 1,699 pounds of HTPB propellant. The burn time is approximately 68 seconds and average thrust is 7170 lb_f. Thrust vector control is accomplished with a flexseal and electro mechanical actuators.

3.2.1.5 Interstages

The Minuteman first and second stage motors are connected by the MM II interstage assemblies. They are aluminum alloy structures with an external cork ablative material and coating. The interstages are separated from the booster in flight by stage separation ordnance.

The second and third stages are connected by a new OSP 2-3 interstage. The structure is fabricated from aluminum alloy rings and skin and contains the Minuteman downstage interface components including the ordnance S&A, the SE13G battery and the P92A1 amplifier. The interstage also contains four springs providing separation velocity between the second and third stage.

3.2.1.6 OSP Avionics Assembly and Clamshell Fairing

The OSP avionics wafer and clamshell fairing are equivalent to the design currently flying on the Pegasus launch program.

The clamshell fairing consists of two composite shell halves, a nose cap and a separation system. The base of the fairing attaches at the forward skirt of stage three and encloses the stage four and avionics wafer as well as the payloads. The shell halves are held together with two titanium straps along the cylinder and a retention bolt in the nose. During separation, the titanium strap bolts are severed with pyrotechnic bolt cutters and the retention nut in the nose is released with a pyrotechnic separation nut. A hot gas generator pressurizes two piston driven pushoff thrusters to force the fairing halves to rotate and fall away from the payload and launch vehicle. Thermal protection during ascent is provided by RTV on the nosecap and ablative cork on the cylindrical and ogive sections of the shells.

The Avionics structure is a 38 inch diameter structure that attaches to the forward end of the Orion 38 motor and provides a payload attach interface at its forward end. The avionics wafer contains the Guidance, Navigation and Control System (GNCS), the Telemetry and Instrumentation System (TMIS), and portions of the Electrical Power and Distribution System (EPDS). The Airborne Range Safety System (ARSS) components are mounted in the third stage.

3.2.1.7 Flight Termination System (FTS)

A flight termination system compliant with EWR 127-1 will be part of the OSP launch vehicle. The systems will include range safety tracking, a Command Destruct Receiver, and an ordnance destruct system. Ordnance components have been approved for use on Minuteman and Pegasus/Taurus programs. Avionics components have Pegasus and Taurus flight heritage.

3.2.2 Spacecraft Payload

The payload for the sample mission is a Spacecraft suite consisting of six individual Orb Com style spacecraft. The spacecraft contain hydrazine fuel and will be fueled and integrated at the range. The spacecraft are individually released by the launch vehicle into the insertion orbit. An isolation system will be flown to reduce launch environments to the payloads.

3.2.3 Support Equipment

The Support Equipment (SE) provides all the functions required for field prelaunch and launch processing. It supports the integration of Minuteman boosters and mission unique payloads to OSP front end. The SE provides command and control of the booster during ground operations including the following:

- Control and monitoring of booster S&A devices and A/D switches
- Control and monitoring of Command Destruct S&A device
- Ground hydraulic power for the boosters through the skirt umbilical
- Ground electronics power for the boosters through the Front Section umbilical
- Activate SE13G battery in Stage 1 through the Nozzle Control Unit (NCU) umbilical
- Activate SE13G battery in the 2-3 interstage through the Front Section umbilical
- Stage 1 ignition upon command from the GNCS
- Missile Lift-Off monitor through the NCU umbilical

The SE will be at three locations for launch operations. NCU battery carts to power up the stage one NCUs must be located near the launch vehicle and will require a launch equipment vault (or equivalent) at the launch pad. On-site equipment racks, power and communication is needed within 200 feet of the launch pad and could be co-located in the LEV or in a separate launch equipment building. Launch control consoles are located in a launch support center within five miles of the launch pad. Fiber optic and copper lines are required between sites. Connections from the launch vault to the vehicle will be made with OSP furnished umbilicals.

3.2.4 Operations Concept

The two Minuteman stages will be processed as a two stage booster at Hill Air Force Base (HAFB). The Minuteman destruct ordnance will be installed at the range or at HAFB depending on the launch site used. The two stage booster will be placed in a Missile Transporter (MT) or Minuteman shipping container for transport to the range. The booster will be roll transferred from the MT to a temporary storage location, if required, or directly to a Missile Processing Facility for prelaunch processing and checkout. Storage temperature of 60° to 100° F is required. Temperature control between 60° and 80° F is required during processing and launch operations. Allowable humidity is shown in Appendix A, figure 1.

The two Orion motors will be shipped in contractor handling fixtures to an assembly area for processing and mating with the OSP avionics module. The OSP avionics module and shroud will be checked out at the OSP contractor facility, shipped to the assembly area for mating with the Orion motors. The Spaceport Missile Assembly Building (MAB) is the baseline facility for the purpose of this SOW.

Payloads will be transported to the range and delivered to a payload assembly area or building for fueling, integration and checkout.

In the MAB, the two Orion motors will be assembled with the OSP front section. Following checkout of the assembled front section, the spacecraft will be electrically mated to the front section and additional testing performed prior to physically mating the spacecraft. Following mating, the clamshell fairing will be installed to encapsulate the spacecraft.

The Minuteman two stage booster will be roll transferred back into the modified TE for transport and emplacement on the launch stand. The TE will attach to Spaceport installed GFE pylons at the launch pad and the booster is erected to vertical by the TE hydraulic actuator system. The forward roof of the TE is removed and the booster will be lifted out with a spaceport provided facility (or mobile) crane. The booster will be placed on the OSP launch stand connected to the spaceport provided launch mount interface.

The TE will return to the MAB where the assembled OSP Orion motors, front section and spacecraft will be roll transferred into the TE. The same process as the booster will be used to transport, erect and place the front section on the booster. Work platforms will be required at various elevations up to a height of 80 feet for assembly and processing of the launch vehicle at the launch pad. Elevations will be defined in the ICD.

The OSP contractor will connect umbilicals, checkout the vehicle and conduct launch operations.

3.2.5 Explosive Safety

Appendix A, Table 3 identifies the weight of the propellant, class and division of the explosive and total weight for Minotaur Minuteman II and OSP Orion systems. The

table also identifies the Quantity Distances for the Inhabited Building (IB) distances and Interline (IL) distances and the Net Explosive Weight (NEW) for Minuteman and Orion systems.

3.3 Spaceport Mission Requirements

3.3.1. Launch Facilities

All facilities shall have a certified ground and grounding points throughout each as required by ground safety. Each facility shall have lavatories with sewage systems or have one within a reasonable distance. Each processing facility shall have air conditioning systems capable of maintaining the OSP vehicle within 60° to 80° F and from 30% to 80% relative humidity during processing and prelaunch operations.

3.3.1.1 Launch Pad

The Contractor shall provide a launch structure that shall include a launch stand that interfaces with the LV-contractor-provided Launch Duct Adapter Ring and shall support the OSP launch vehicle. The stand shall have an interface ring with a bolt pattern determined by the LV contractor and identified in the ICD (CDRL A005).

The Contractor shall provide road access to the pad. The Contractor shall provide an access area at the launch pad with sufficient support capability and pylon attachments for the loaded Transporter-Erector (TE). The Contractor shall provide 120/208 VAC, 3 phase, 60 Hz, 30 Amp power for the TE generator at the launch pad. The connector details shall be in accordance with the TE ICD 25-65097, sheet 9.

The Contractor shall provide site power capable of handling all equipment at the launch pad. The Contractor shall provide standby generator power for pre-launch processing support at the launch pad and manually activated standby power for an LV contractor provided air conditioning unit and other miscellaneous pre-launch processing equipment. The Contractor shall provide communications for operations at the launch pad. The Contractor shall provide certified ground and lighting to allow for work at night for this facility.

The Contractor shall provide a Launch Equipment Vault (LEV) to house and protect NCU battery carts. The LEV shall be located such that the LV contractor provided umbilical, which is 65 ft long (max), reaches the vehicle interface point, as identified in the ICD (CDRL A005).

The Contractor shall provide umbilical guy-wire tie-down mountings for a LV contractor provided umbilical mast or other provisions as defined in the facility ICD (CDRL A005) and routing for LV contractor provided umbilical cable(s) that will run from the LEV to the launch vehicle.

3.3.1.2 Missile Assembly Building (MAB)

The Contractor shall provide a booster processing facility capable of handling the two stage Minuteman booster and the government provided transporter erector.

3.3.1.3 Support Equipment Building (SEB)

The Contractor shall provide an enclosed and covered building approximately 12 ft by 12 ft by 8 ft high within 200 ft of the launch pad. If a structure is not available, the minimum requirement is to provide a covered and protected site for an OSP contractor furnished equipment trailer. Provide copper wire land lines and fiber optic cable to the launch control facility. Preliminary requirement is for six fibers, single mode (9/125) and 50 pair copper wire, 19 AWG telephone. Provide underground cable conduit from inside LEB to the LEV, to be identified in the ICD. Provide 120/208 Volts AC, 3 phase, 60 Hz, 30 amps power source. If located at the launch pad, LEB and LEV (2.3.6.1) may be combined into one hardened structure.

3.3.1.4 Front Section Processing Facility

The Contractor shall provide a front section processing and test facility and all associated handling equipment to support processing and testing of the OSP front section including the two Orion motors. The booster processing facility may be used if it can accommodate both processing simultaneously.

3.3.1.5 Payload Processing Facility

The Contractor shall provide a facility for processing of the satellite payloads prior to integration with the front section. A 100,000 class clean room is required for general processing operations and a 10,000 class clean room capability is required for specific operations. The facility shall provide capability for fuelling spacecraft.

3.3.1.6 Administration Facility.

The Contractor shall provide an administration facility and all associated office equipment, communications and security to support processing, testing and launch of the OSP vehicle.

3.3.1.7 Launch Control Facility (LCF)

The Contractor shall provide a launch control facility to support processing, testing and launch of the OSP vehicle. The LCF must be within 5 miles of the LEB. The facility shall provide space and communication equipment for a launch crew of at least 14 people and 12 launch support equipment consoles. The facility shall provide backup power capable of handling all equipment in the launch control facility. Provide 120/208 Volts AC, 3 phase, 60 Hz, 30 amps power source.

3.3.1.8 Launch Control Center

The Contractor shall provide a Launch Control Center for Range Operations personnel and for the program management team with access to launch information, communication nets and telephone lines.

3.3.1.9 Magazine for Storing Ordnance

The Contractor shall provide a 400 cu ft Magazine for storing 1.1, 1.3 and 1.4 classified ordnance. Provide a certified ground for ordnance storage at this facility.

3.3.2 Launch Support

Provide an on site range support manager to schedule and provide access to facilities, equipment and range support. Provide on-call maintenance and repair support for facilities and equipment.

3.3.2.1 Up Range Support and Down Range Interface

The Contractor shall interface with the government provided range to facilitate range radar tracking, telemetry receiving, optical coverage and range safety support for launch operations. The government will separately provide the range support as the basic approach for the mission. (Spaceports may propose an option for a Spaceport range if available)

3.3.2.2 Booster Stacking and Erecting Support

The Contractor shall coordinate and schedule launch pad preparations and support. The Contractor shall coordinate and schedule Spaceport equipment support, including a crane for two days of lifting operations with a minimum hook height of 120 ft and capable of lifting up to 75,000 lb booster from a modified Transporter/Erector (T/E) and placing it on the launch stand. The Contractor shall provide a certified crane operator. The Contractor shall also provide a man lift for 30-consecutive days capable of lifting two men and equipment with a lift height of no less than 85 feet.

3.3.2.3 Front Section onto the Booster Installation Support

The Contractor shall coordinate and schedule Spaceport equipment and facilities including a crane with 120 foot hook height and work platforms to a height of 80 ft. The Contractor shall also provide a certified crane operator.

3.3.2.4 Launch Vehicle Testing Support

The contractor shall ensure that sufficient power and communications are continuously available to support range testing. The Contractor shall coordinate with the Government and LV Contractor to ensure testing power and communication requirements are clearly understood and provided to permit testing.

3.3.2.5 Launch Vehicle Launch Support

The Contractor shall provide communications and power and range/site safety support for launch operations per a Spaceport Interface Control Document (ICD) CDRL A004. The Contractor shall support AF and the Launch Vehicle (LV) contractor personnel during launch day operations and assure Spaceport communications, power, facilities and range interfaces are operational and able to support launch.

3.3.2.6 Communications

The Contractor shall provide Spaceport communications for on and off site usage including local and long distance telephone services, dedicated data communication line, and a dedicated on-site fax line. Launch nets for communications during launch operations, pre-launch checkouts and vehicle buildup, integration and checkouts shall be available to support launch operations. Although only five nets are identified, each communications panel shall be capable of supporting up to a combination of 20 nets and voice direct lines at no extra cost to the government. These will include the following five nets with other nets to be defined:

- a. Countdown Net: Used for launch operations to allow all personnel at launch stations to communicate with each other, between the Launch Control Facility (LCF), range safety consoles, launch vehicle contractor ground support consoles, payload contractor ground support consoles, the launch equipment building, and the launch pad. The Contractor shall provide monitor access to the countdown net for the program management team at a Launch Control Center (LCC) and off-Spaceport support, as required.
- b. Program Net: Used for Program Management team communication.
- c. Safety Net: Used for communication between the ground and flight safety, and range safety organizations.
- d. Vehicle Net: Used for communication between the launch pad, LV contractor ground support consoles, technical support team, the LCC and the Program Manager.
- e. Payload Net: Used for communication between the launch pad, payload vehicle contractor, ground support consoles, the LCC and the Program Manager.

3.3.2.7 Site Documentation

The Contractor shall provide facility documentation to the LV contractor in support of planning launch operations.

- a. The Contractor shall develop a Spaceport to Minotaur Interface Control Document (ICD) in accordance with CDRL A004.
- b. The Contractor shall develop a Launch Base Support Plan in accordance with CDRL A005 which describes facility usage and identifies logistics and Range support for processing activities.
- c. The Contractor shall prepare any Accident/Incident Reports in accordance with CDRL A001.
- d. The Contractor shall prepare and submit a Certificate of Facility Readiness (COFR) in accordance with CDRL A007.

3.3.2.8 Site Scheduling

The Contractor shall prepare an integrated schedule of facility use, maintenance, outages, etc during contractor site operations. The Contractor shall provide facility access for the LV contractor 90 days prior to the launch date and launch pad access at 60 days prior to the launch date. The Contractor shall also schedule and support site surveys, as required.

3.3.2.9 Accident Investigation Support

The Contractor shall provide one month of support for the investigation of any mishaps that occur at the Spaceport facility.

3.3.2.10 Launch Window

Upon award of the contract, a launch window will be established by the Government in accordance with the following paragraphs.

3.3.2.10.1 Initial Launch Capability

An Initial Launch Capability date (ILC) shall be established upon award of the contract. ILC is defined as the first day on which the mission can be launched and shall be the first day of a 90 day Launch Window (LW) during which the Government can select the actual launch date. The Government may unilaterally modify the ILC during the course of the contract by Contracting Officer (CO) modification to the contract.

3.3.2.10.2 Launch Date

No later than 60 days before the ILC, the Government will either establish a Launch Date (LD) within the 90-day Launch Window, or change the ILC, thus establishing and paying for a new 90-day window. Should the Government fail to establish the Launch Date by ILC-60 days, the ILC becomes the Launch Date.

3.3.2.10.3 Grace Period

Once the Launch Date is established, the following 15 days shall be considered a grace period. During this period, the Launch Date may be modified by mutual agreement between the Government and Contractor Program Managers and will not be determined by CO notification to the Contractor. No additional costs shall be charged to either party during this 15-day grace period. If the launch date is slipped beyond the 15 day grace period by the Government, a new Launch Date shall be established, and paid for by the Government, with an additional 15 day grace period.

3.3.3. Logistics Support

Provide receiving support; inventory control; transportation and handling; and storage of hardware (to include ordnance).

3.3.3.1 Receiving Support

The Contractor shall provide standard material handling equipment (i.e. forklifts, cranes, etc.) for LV contractor personnel to support receiving and off loading of hardware at the Spaceport.

3.3.3.2 Inventory Control

The Contractor shall maintain inventory control of all mission hardware in the control of the Spaceport.

3.3.3.3 Transportation and Handling

The Contractor shall provide local transportation of GFE or launch vehicle contractor equipment as required prior to launch vehicle contractor arrival on site.

3.3.3.4 Storage

The Contractor shall provide storage for initiation ordnance and small size support equipment at Spaceport facilities.

3.3.4. Facility Engineering

3.3.4.1 Analysis

The Contractor shall provide analysis to integrate the mission interfaces with the Spaceport launch pad and facilities.

3.3.4.2 Design

The Contractor shall provide design of facility interfaces as required for the OSP vehicle, the integrated mission payload and associated support equipment, per the ICD (CDRL A005).

3.3.4.3 Facilities Modification

The Contractor shall provide facility modifications within the established schedule, as required to ensure correct OSP vehicle, integrated Minotaur payload and associated Ground Support Equipment (GSE) interfaces at Spaceport facility, per the ICD (CDRL A005). Facility readiness will be presented in a Facilities Readiness Review to be held 30 days prior to first operations at the launch site.

3.3.5. Support Services

3.3.5.1 Meteorology

The Contractor shall support the Range as required with, meteorological services/data to support processing, testing and launch of the OSP launch vehicle, including real-time weather status.

3.3.5.2 Photography

The Contractor shall support the Range as required with documentary photography services, including still photos, high speed film and real time video, in support of processing, testing, anomaly/failure analysis and launch of the OSP vehicle and the integrated Minotaur payload.

3.3.5.3 Pad Lighting

The Contractor shall provide on-pad lighting (a minimum of two banks, 4000 W each) to support nighttime processing operations for 30-consecutive days.

3.3.5.4 Medical and Environmental Health

The Contractor shall provide on-call access to medical and environmental health services, including urgent care and emergency transport to support all personnel involved in the processing, testing and launch of the OSP vehicle and the integrated mission payload. The Contractor shall provide required safety equipment in compliance with local and OSHA regulations.

3.3.5.5 Site Vehicles

The Contractor shall provide access to site vehicles to support processing, testing and launch of the OSP vehicle and the integrated mission payload. Specific requirements will be finalized in the integration and launch base support planning process and shall include site transportation, forklifts and a tug to move the mobile scaffold tower if necessary. The tug shall be available for 30 consecutive days.

3.3.5.6 Intrusion Detection and Security

The Contractor shall coordinate access control with the Range and provide access control to the Spaceport launch site and facilities. The contractor shall provide 24 hr security when the vehicle and payload are on site.

3.3.5.7 Hazardous Waste Containment and Disposal

The Contractor shall provide lawful hazardous waste containment, disposal and documentation services to support processing, testing and launch of the OSP vehicle and the integrated mission payload. Hazardous wastes typically include solvents, lubricants, and sealants.

3.3.5.8 Propellants, Liquids and Gases

The Contractor shall provide the following propellants, liquids and gases as needed to support processing, testing and launch of the OSP vehicle and integrating the Contractor payload as listed below:

1. Gaseous Nitrogen: 10 portable 6 kpsig K-bottles supplying supply of 99.995% pure N₂
2. High Pressure Air: Portable, filtered, at least 100 psig for pneumatic tools.

3.3.5.9 Janitorial Services

The Contractor shall provide janitorial services for administrative and vehicle/payload areas at the Spaceport.

3.3.5.10 Fire Protection

The Contractor shall provide on-call access to fire detection/protection services to protect personnel, facilities and hardware.

3.3.5.11 Potable Water

The Contractor shall provide water at the Launch Control Center (LCC) and launch pad for personnel consumption, not to exceed 20 gal per day for the duration of mission site operations.

3.3.6 Program Support

3.3.6.1 Program Schedules

The Contractor shall prepare an integrated schedule CDRL A007 of Spaceport facility use, maintenance, outages, planned support, etc. during the Minotaur mission.

3.3.6.2 Meeting Conduct and Attendance

The Contractor shall attend Minotaur mission and Range planning meetings, as required to support processing and launch activities. Mission planning meetings will occur approximately bimonthly, with every other meeting being held at the LV contractor's facility. A Facility Readiness Review will be held at the spaceport facility, 30 days prior to LV contractor arrival on site. During on-site processing and launch support operations, meetings will occur daily. The Contractor shall provide meeting minutes for the planning meetings in accordance with CDRL B002.

3.3.6.3 Contract Fund Status Report

The Contractor shall prepare a Contract Fund Status Report (CFSR) at the end of each quarter in accordance with CDRL B001.

3.3.6.4 Program Final Report

The Contractor shall prepare a final cumulative report in accordance with CDRL A003, to include final reports of Spaceport test procedures, all identified anomalies and the associated resolutions.

3.3.7 Range Support

The Spaceport shall interface with the GFE range and provide communications and facilities to meet program requirements.

3.3.7.1 Range Documentation

The Contractor shall provide Spaceport facility inputs to the LV contractor in support of the development of ground safety documentation necessary to obtain approval from the Range for ground operations/processing and the development of flight safety documentation.

3.3.7.2 Flight, Ground And Operational Safety

The Contractor shall coordinate and support flight safety reviews and the flight assessment process by the appropriate agencies, and assist in obtaining the Government Range safety approval of LV contractor procedures. The Contractor shall get Government approval and ensure implementation of the Spaceport ground operations safety program.

3.3.7.3 Flight Test Tracking, Telemetry, RF, Radar and Command Destruct

The Contractor shall support requirements to provide range support including flight test tracking, telemetry receiving, command destruct systems, and providing required support through launch, in accordance with Government Range safety requirements. The range requirements may be met by a spaceport provided range or by use of a government provided range. The Contractor shall ensure telemetry receiving from the launch vehicle at the launch pad via a re-radiation system. The Contractor shall provide fiber optics from the telemetry receiving site to the Launch Control Facility (LCF) for real time telemetry data during countdown launch operations.

3.4 Environmental Concerns

3.4.1 Environmental Compliance

The contractor (and its subcontractors) shall comply with all federal, state, and local environmental laws, regulations, and policies for all activities defined in this TRD, whether conducted at government or contractor facilities. Upon request, the contractor shall make available to the government applicable environmental permits and documentation. The contractor shall be solely responsible for the management,

cleanup, protection, and disposal of any and all emissions, effluents, wastes, and hazardous materials used in, generated by, or associated with the actions required by this SOW. The contractor shall report the current status and impacts to program cost, schedule, and performance from the above mentioned at each management review.

3.4.2 Support for National Environmental Policy Act (NEPA) Compliance.

If data is needed by the government to develop applicable environmental analysis required under provisions of the NEPA, the contractor shall provide a description of proposed contractor actions along with qualitative and quantitative data describing the constituent materials, emissions, effluents, wastes, and hazardous materials used in and produced from these activities.

APPENDIX A: MOTOR DATA

NEW**TABLE 1. MINOTAUR MOTOR SPECIFICATIONS**

CATEGORY	MINUTEMAN II		ORION	
	STAGES		STAGES	
	1	2	3	4
TOTAL WEIGHT (lbs)	51,230	16,050	9,510	1,977
PROPELLANT WEIGHT (lbs)	45,670	13,680	8,640	1,699
LENGTH (ft)	18.6	9.1	10.1	4.4
DIAMETER (ft)	5.5	4.3	4.2	3.2
THRUST (lbs)	200,400	60,700	36,787	7,170
MOTOR CASE MATERIAL	D6AC STEEL	6A1-4V TITANIUM	IM7/55A GRAPHITE/EPOX Y	IM7/55A GRAPHITE/EPOXY
PROPELLANT MATERIAL	TP-H1011 TP-H1043	ANB-3066	HTPB	HTPB
MANUFACTURERS	THIOKOL	AEROJET	ALLIANT	ALLIANT

NEW**TABLE 2. PEACEKEEPER MOTOR SPECIFICATIONS**

STAGE	1	2	3
TOTAL WEIGHT (lbs)	108,000	60,000	17,000
PROPELLANT WEIGHT (lbs)	100,000	54,000	15,600
	Class 1.3	Class 1.3	Class 1.1
LENGTH (ft)	28	18	8
DIAMETER (in)	92	92	92
THRUST (lbs)	500,000	275,000	65,000
MOTOR CASE MATERIAL	Kevlar	Kevlar	Kevlar
PROPELLANT MATERIAL	HTPB	HTPB	NEPE
MANUFACTURERS	ATK	AEROJET	ATK

NEW**TABLE 3. MISSILE STAGE WEIGHTS/ASSOCIATED QUANTITY DISTANCE (QDs)**

MISSILE STAGE	CLASS/DIV	PROPELLANT WEIGHT (lbs)	Inhabited Building Distances (IB) (ft)	InterLine Distances (IL) (ft)
MINUTEMAN II				
STAGE I M55	1.3	45,670	250	165
STAGE II SR-19	1.3	13,680	170	115
AODS	1.1	< 2 oz.		
ASSEMBLED BOOSTER w/AODS	1.3*	59,575	260	175
ORION				
ORION 50 XL	1.3	8,640	145	100
ORION 38	1.3	1,699	90	60
OSP LAUNCH VEHICLE	1.3*	69,689	270	185

* Minuteman MMODS contains Class 1.1 ordnance components. Typically the entire assembly assumes the classification of the most hazardous component. The MMODS is designed to cut the case only and specifically to NOT cause the stages to go high order. The Inhabited building distance for an OSP booster rated at 1.1 would be 1685 ft.

ROCKET MOTOR ALLOWABLE HUMIDITY VS TIME

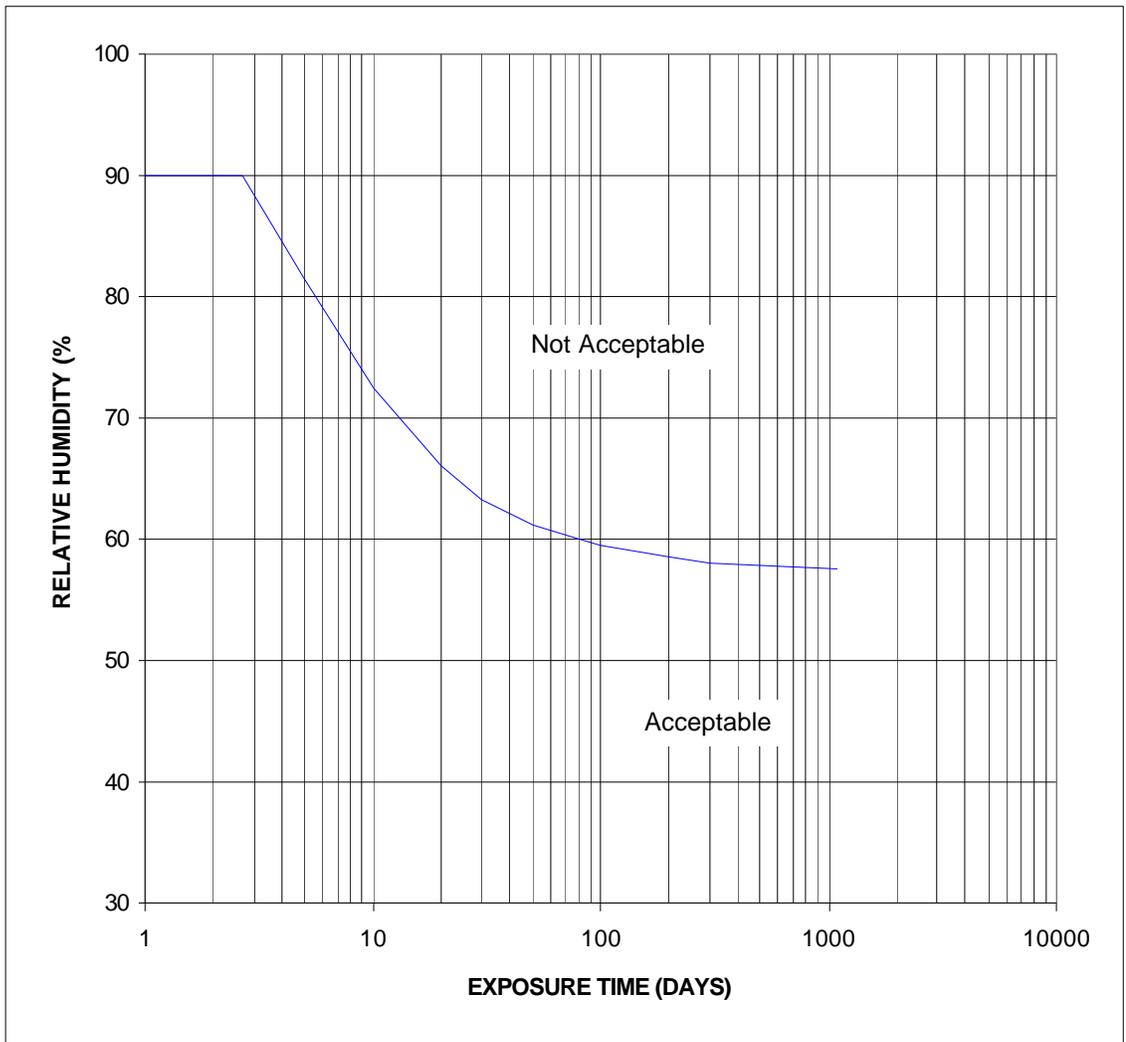


Figure 1 (Allowable Humidity Exposure Vs Time)

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Attachment 4

See separate file on <http://eda.ogden.disa.mil>
or <https://www.nafi.navy.mil> for Attachment 5

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

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

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

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

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

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

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

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 offer, 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.

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. The bidder allows the following acceptance period: ___ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) of this clause or (2) any longer acceptance period stated in paragraph (d) of this clause.

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4.0M.

(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.

52.226-02 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

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

is is not a historically black college or university;

is is not a minority institution.

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

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

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

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

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

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

(i) Means--

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

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

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

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

(4) "Proscribed information" means--

(i) Top Secret information;

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

- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

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

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

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

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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252.225-7000 BUY AMERICAN ACT-- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

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

(b) Evaluation. The Government-

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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252.225-7018 NOTICE OF PROHIBITION OF CERTAIN CONTRACTS WITH FOREIGN ENTITIES FOR THE CONDUCT OF BALLISTIC MISSILE DEFENSE RESEARCH, DEVELOPMENT, TEST, AND EVALUATION (APR 2003)

(a) Definitions.

(1)"Competent" means the ability of an offeror to satisfy the requirements of the solicitation. This determination is based on a comprehensive assessment of each offeror's proposal including consideration of the specific areas of evaluation criteria in the relative order of importance described in the solicitation.

(2)"Foreign firm" means a business entity owned or controlled by one or more foreign nationals or a business entity in which more than 50 percent of the stock is owned or controlled by one or more foreign nationals.

(3)"U.S. firm" means a business entity other than a foreign firm.

(b) Except as provided in paragraph (c) of this provision, the Department of Defense will not enter into or carry out any contract, including any contract awarded as a result of a broad agency announcement, with a foreign government or firm if the contract provides for the conduct of research, development, test, or evaluation in connection with the Ballistic Missile Defense Program. However, foreign governments and firms are encouraged to submit offers, since this provision is not intended to restrict access to unique foreign expertise if the contract will require a level of competency unavailable in the United States.

(c) This prohibition does not apply to a foreign government or firm if-

(1) The contract will be performed within the United States;

(2) The contract is exclusively for research, development, test, or evaluation in connection with antitactical ballistic missile systems;

(3) The foreign government or firm agrees to share a substantial portion of the total contract cost. The foreign share is considered substantial if it is equitable with respect to the relative benefits that the United States and the foreign parties will derive from the contract. For example, if the contract is more beneficial to the foreign party, its share of the costs should be correspondingly higher; or

(4) The U.S. Government determines that a U.S. firm cannot competently perform the contract at a price equal to or less than the price at which a foreign government or firm can perform the contract.

(d) The offeror (___) is (___) is not a U.S. firm.

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)
Northrop Grumman, Space & Missile Systems

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

(1) Any objection to disclosure:

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

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

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

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

D. OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 JOINT VENTURE (MAY 1997)

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

The parties hereto expressly understand and agree as follows:

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

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

FIRM ___ FIRM ___

NAME ___ NAME ___

TITLE ___ TITLE ___

DATE OF EXECUTION ___ DATE OF EXECUTION ___

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

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997)
Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media: 'MS
Excel or compatible spreadsheet format'
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm Fixed Price'
52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY
1999)
52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'SMC Det 12/PKS, 3548 Aberdeen Ave., SE Kirtland AFB NM
87117'

B. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9000 FACILITY CLEARANCE (MAY 1996)

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

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

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

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

DET 12-L001 L-III-INFORMATION TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION (SEP 2003)

1.0 Program Structure and Objectives

a) The Air Force Space and Missile Systems Center's Detachment 12 (SMC Det 12/RP), Rocket Systems Launch Program (RSLP) anticipates award of multiple Indefinite Delivery Indefinite Quantity (IDIQ) Spaceport 2 contracts to provide Commercial Spaceport facilities and services for RSLP missions. This effort will be a competitive source selection. The requirements for this effort are defined in the Technical Requirements Document (TRD) for the Sample Mission. The Sample Mission TRD details the minimum capabilities required to be eligible for a Spaceports 2 basic contract award. The Sample Mission is solely for proposal evaluation purposes and will not result in issuance of a task order. The Sample Mission TRD will not become part of the basic contract. Instead, it will be replaced by the Basic TRD, which will serve as the baseline for future mission TRDs. The Basic TRD is the same as the Sample Mission TRD, however all Sample Mission specific information has been removed. Nothing has been added to the Basic TRD that is not included in the Sample Mission TRD.

b) Although not being evaluated as part of the award of the basic contract, an initial task order for a special study, with a maximum value of \$18,500, will be issued to all successful offerors immediately following the basic contract award. This will satisfy the guaranteed minimum amount of \$15,000 ordered by the Government under this IDIQ contract. The study will have two parts. Part one will study the feasibility to support a six-month period of performance mission (from task order award to launch). Part two will study the feasibility to support a Peacekeeper launch. The TRD for this special study will be posted on the Spaceport 2 website at <<http://www.smc-det12.plk.af.mil>>. Once at the website, click on "Contracting (PK)," then select "East and West Coast Spaceports (Spaceport 2).

c) Also, while not being evaluated as a part of the award of the basic contract, a launch support task order for the COSMIC mission, to be evaluated in accordance with Clause H-024, will be awarded immediately following the basic contract award. Since the COSMIC mission requires a southwesterly orbit, it is anticipated that only west coast Spaceports will be able to support this mission. Proposals for the COSMIC Task Order will be due nine (9) days after the basic contract proposals are due. The requirements and submittal information for this acquisition is on the Spaceport 2 website at <<http://www.smc-det12.plk.af.mil>>

2.0 General Instructions

(a) This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the TRD and Contract Data Requirements List (CDRL). Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.

(b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented within the four corners of the offeror's proposal.

(c) Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

(d) The proposal acceptance period is specified in Section A of the solicitation. The offeror shall make a clear statement in the Executive Summary, Volume 1 of the proposal, that the proposal is valid until that date.

(e) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the remaining copies will be destroyed.

(f) The RFP documents and any amendments thereto and general information regarding this acquisition are available on the East and West Coast Spaceports (Spaceports 2) website at <http://www.smcdet12.plk.af.mil>.

2.1 General Information

2.1.1 Points of Contact

The Contracting Officer (CO), Mr. Kenneth G. West and the Contract Negotiator (CN), Mr. Larry Melancon are the "sole" points of contact for this acquisition. Address any questions or concerns you may have to the CO or CN at (505) 846-7381 or (505) 846-5062, respectively. Written requests for clarification may be sent to the CO or CN at the address located in Section A of the solicitation, or via email at Kenneth.west@kirtland.af.mil or larry.melancon@kirtland.af.mil.

2.1.2 Debriefings

All offerors may request debriefings by providing a written request to the Contracting Officer. In accordance with FAR 15.505, offerors excluded from the competitive range or otherwise excluded from competition before award may request a pre-award debriefing by submitting a written request to the Contracting Officer within three (3) days after receipt of the Contracting Officer's notice of exclusion from competition. In accordance with FAR 15.560, offerors may request a post award debriefing by submitting a written request to the Contracting Officer within three (3) days after the date the Offeror received notification of the contract award.

2.1.3 Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contract Negotiator in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

2.2 Organization/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth below. The titles and contents of the volumes shall be as defined in the following table. Each volume shall be within the required page limits and number of copies as prescribed in the table below. The contents of each proposal volume are described in this ITO. Please submit Volumes I and II together in a single binder, and Volumes III and V together in a single binder. Submit Volume IV separately in its own binder.

Volume	Title	Page Limit	Hard Copies Required
I	Executive Summary	5	7 +2 Electronic
II	Mission Capability		7 +2 Electronic
IIA.1	Mission Capability	20	
IIA.2	Mission Capability Appendix		
IIA.2.1	Integrated Master Plan (IMP)	10	

I.A.2.2	Integrated Master Schedule (IMS)	Unlimited	
II.A.2.3	Contractor Statement of Work (CSOW)	Unlimited	
II.A.2.4	Small Business Subcontracting Plan	Unlimited	
II.A.2.5	Work Breakdown Structure (WBS) for Manloading Estimate	Unlimited	
II.A.2.6	Resumes of Key Personnel	10	
II.A.2.7	Agreements with Facility Owners (if applicable)	Unlimited	
III	Price	Unlimited	3 + 2 Electronic
IV	Past Performance	3*	3 + 2 Electronic
V	Contract Documentation	Unlimited	Volume

* Note: page limit of three (3) applies per relevant contract.

2.2.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the offeror as soon as practicable. When both sides of a sheet display printed material, it shall be counted as 2 pages. Each page shall be counted except the following: Cover pages, tables of contents, tabs, glossaries, resumes, subcontracting plans, past performance questionnaires, organization structure change histories, consent forms and client authorization letters. Page limitations shall be placed on responses to Evaluation Notices (ENs), if issued. The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

2.2.2 Pricing Information

All pricing information shall be addressed ONLY in the Price Proposal and Contract Documentation Volumes.

2.2.3 Cross Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

2.2.4 Indexing

Each volume shall contain a more detailed table of contents to delineate the subsections within that volume. Tab indexing shall be used to identify sections.

2.2.5 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

2.3. Page Size and Format

(a) Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to Evaluation Notices (ENs). These limitations shall apply to both electronic and hard copy proposals.

(b) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume, and each 8.5 x 11 surface of a foldout shall be counted as a separate page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than 8 point. These limitations shall apply to both electronic and hard copy proposals.

2.4 Binding and Labeling

Each volume of the proposal should be bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be included in the binder, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of the binder. All unclassified document binders shall have a color other than red or other applicable security designation colors. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

2.5 Distribution

The deadline for the Government's receipt of proposal is found on the DD Form 1707, Block 3, in section A of this RFP. Earlier submittal of Volume IV, Past Performance, is requested as indicated in Block 7 of the DD Form 1707. The "original" proposal shall be identified. Proposals shall be addressed and delivered to: SMC Det 12/PKS, Attn: Larry Melancon, 3548 Aberdeen Ave SE, Kirtland AFB NM 87117-5778. Proposals received after the date and time specified shall be treated in accordance with FAR 52.215-1.

3.0 Volume I - Executive Summary

In the executive summary volume, the offeror shall provide the following information:

3.1 Narrative Summary

The executive summary shall consist of a concise narrative summary of the entire proposal (a matrix is an allowable, complementary tool), including significant risks, and a highlight of any key or unique features, excluding cost/price.

The salient features should tie in with Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

3.2 Table of Contents

A master Table of Contents of the entire proposal.

4.0 Volume II - Mission Capability Volume

4.1 General

The Mission Capability Volume should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Mission Capability subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors for the Sample Mission. All the requirements specified in the Sample Mission are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

4.2 Format and Specific Content

This Request for Proposal (RFP) contains the Government prepared Statement of Objectives and a TRD. The basic tasks covered by this RFP are to provide spaceport facilities, to provide required interfaces, and to provide support for Launch Vehicle(s) and launch contractors, the government launch team, and an offeror/government provided range. The offeror shall use the contents of the Sample Mission TRD to develop a Contractor Statement of Work (CSOW), an Integrated Management Plan (IMP) and an Integrated Master Schedule (IMS). Each Mission Capability paragraph shall be cross-referenced with the appropriate TRD paragraph, and CSOW paragraph. A complete definition of the tasks to be accomplished shall be incorporated into the IMP. The relationship between elements of the RFP and the offeror's proposal are described below.

4.2.1 Mission Capability and Proposal Risk

Mission Capability and Proposal Risk will be addressed in the Mission Capability volume. In this volume, address your proposed approach to meeting the requirements of each Mission Capability subfactor, as well as the risks in your proposed approach in terms of mission capability/performance, cost and/or schedule.

Address Proposal Risk by identifying those aspects of the proposal you consider to involve cost and/or mission capability subfactor risk and classify each in accordance with AFFARS 5315.305(a)(3)(iii). Provide the rationale for each risk and its rating, including quantitative estimates of the impact on cost, schedule, and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of other contract requirements (for example: SOW or specification requirements), whether or not those requirements are identified as subfactors or elements. Suggest a realistic "work-around" or risk mitigation plan for identified risks that will eliminate or reduce risk to an acceptable level. Identify and classify any new risks introduced by such risk mitigation.

4.2.2 Requirements

The offeror shall address each paragraph of the TRD requirements. Even though the offeror's proposed concept must meet all the TRD requirements, the offeror shall provide supporting rationale for the requirements identified in the TRD to allow the Government to evaluate the offerors understanding of the requirements for the launch support services. Should an offeror take exception to a TRD requirement, the offeror shall include details and explanations. The offeror shall identify and categorize the risks associated with the TRD requirements and proposed risk mitigations.

The offeror shall provide a compliance matrix (see Table 4.2.1) that identifies capabilities and how existing/modifications to facilities meet the requirements.

Table 4.2.1 - Example of Compliance Matrix

TRD Para.	Requirement	How Met	How Verified	Risk
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3.3.1.3	Provide communication link between the launch pad and the launch control center.	Dices communication panel with a six net capability at the launch pad and a 24 net capability at the launch control center connected by copper through a fiber optics backbone.	A communication check using the six nets (available at the launch pad) at the same time with the pad talking to the launch control center being one the nets checked.	Low, used successfully for 3 missions
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4.2.3 Volume Organization

The Mission Capability volume shall be organized according to the following general outline:

- a. Table of Contents
- b. List of Table and Drawings
- c. Glossary
- d. Mission Capability
 - Subfactor 1: Launch Facilities
 - Subfactor 2: Launch Operations
 - Subfactor 3: Range and Range Integration Support
- e. Mission Capability Appendices
 - IMP
 - IMS
 - CSOW
 - Small Business Subcontracting Plan
 - WBS Manloading Estimates
 - Resumes of key personnel
 - Agreements with Facility Owners (if applicable)

4.2.4 Subfactor 1: Launch Facilities

4.2.4.1 Capabilities

The offeror shall provide facilities for use by the Launch Program for processing and launch of a launch vehicle. The TRD encapsulates objectives and requirements to support this operation. Include a listing of facilities and their capabilities (i.e. vehicle size limits and thrust limits for the Pad, fueling capacity and lifting capability for processing facilities, etc.) per TRD paragraphs 3.1.2 Spaceport Capability and 3.3.1 Launch Facilities. Define physical interfaces with the facilities and identify any modifications required to interface with the launch vehicle.

4.2.4.2 Support Equipment (SE)

The Support Equipment includes new or modified check-out and handling equipment to control environments, provide power, monitor, or interface with and/or test the Launch Vehicle or its components at the launch site and at the launch pad during pre-launch and launch operations.

Provide a description of the support equipment used in-line to support pre-launch processing and launch operations, the functions it will provide, the interfaces it will test, how the equipment is controlled and how the data will be monitored. Describe how it will be utilized to support the launch. This equipment shall include proposed vehicles, such as tugs, cranes, forklifts, man-lifts, etc.

4.2.5 Subfactor 2: Launch Operations

4.2.5.1 Launch Support

4.2.5.1.1 Operations Concept

Identify the operations concept for supporting all launch vehicle contractor field operations per TRD paragraph 3.3.2 including installation and checkout of the support equipment, booster stacking and erecting, front section onto booster installation, launch vehicle testing, and launch operations. The offeror shall propose the expected level of their involvement in prelaunch, launch and post-launch tasks (assuming no government hardware is transferred to the offeror for processing), and any expected training for government and contractor personnel to learn how to operate facility, communications, or other equipment. Identify how you will interface with the Launch Site agencies, Launch Vehicle contractor, and Range personnel. The offeror shall provide details on the Spaceport Ground Segment and Operations concept sufficient to allow the Government to evaluate the performance and adequacy of the design with respect to the proposed approach.

4.2.5.1.2 Communications

The offeror shall address the capability of their communication nets and the ability to provide the minimum five nets, the ability to tie in outside agencies into the comm. nets, and the ability to incorporate radio communication (HF, UHF and VHF) into the comm. nets. Other communication support will include available phone lines (both voice and modem), access to the Internet, and any direct satellite communications.

4.2.5.1.3 Site Documentation

The offeror shall identify their procedures and capabilities to develop and maintain a Launch Base Support Plan and an Interface Control Document (ICD) with the launch vehicle contractor and any potential payload providers.

4.2.5.1.4 Facility Readiness Reviews

The offeror shall propose their method for allowing government insight and involvement in determining facility readiness and mission support readiness prior to arrival of the launch team at the launch site. The offeror shall propose a means and schedule for providing vital information to the government on facility and tasked interface support as identified in CDRL A006, Certificate of Facility Readiness (COFR).

4.2.5.2 Organization

The offeror shall discuss their planned organization, lines of authority, responsibilities and staffing approach. The proposal will detail the ability to provide management support for the Sample Mission as well as the ability to maintain critical skills during slack periods. The Offeror shall show how their proposed organization is responsive to the TRD requirements and would provide the Government timely information and insight into spaceport capability and support status, throughout the mission planning process and during the launch campaign, to ensure effective integration of the launch team with the site. The Offeror shall ensure personnel have experience coordinating with the Government, the Range personnel and the Launch Vehicle contractor. The offeror shall demonstrate, through resumes, adequate expertise in the key positions (offeror defined). Key Personnel are individuals who contribute to the execution of a launch in a substantive way. Contractor format is acceptable for resumes and shall include at a minimum experience and education.

4.2.5.3 Integrated Management Plan (IMP)

The offeror shall submit an IMP that will become part of the contract. The plan shall detail the activities requiring accomplishment prior to conducting launch site operations, including prelaunch testing and pathfinder (if required), for the launch identified in the Sample Mission TRD. The IMP shall be in sufficient detail to enable the evaluation of the offeror's effectiveness in accomplishing the work called for in this RFP. The offeror shall identify any schedule, technical, and cost risks and describe a method for mitigation. The IMP shall describe the core activities and processes necessary to implement the tasking in the Sample Mission TRD while satisfying the TRD requirements and supporting mission planning and integration tasks with the launch vehicle contractor. The IMP shall be a single plan for the entire contract, including associate and/or major subcontractor activities. It will serve as a baseline for all launch task orders issued under this contract. It shall provide the planned approach for providing Government teams adequate insight through design reviews, program reviews, readiness reviews, post-flight reviews, technical interchange meetings, data submittals and teleconferencing. The IMP shall address how discrepancies are documented, tracked and closed. The offeror shall demonstrate an understanding of Range Safety requirements or other government approved safety documentation necessary for launch activities and launch approval.

4.2.5.4 Integrated Master Schedule (IMS)

The offeror shall provide a baseline IMS that includes all major tasks, events, and significant accomplishments (e.g. completion of Environmental Assessments, construction of facilities, receipt of federal licenses, etc.) and their corresponding dates that lead to support of a pathfinder test, if required, and launch capability for the Sample Mission. As a minimum, the offeror's format must include traceability of key tasks to those events and significant accomplishments submitted in the IMP, as well as the relationships and dependencies between the tasks. The IMS shall be of sufficient detail to provide visibility on at least a month-to-month basis through task order completion.

4.2.5.5 Logistics

The offeror shall provide their plan for transportation & handling, receiving, storing and inventory control for the launch vehicle hardware, ordnance (motors, S/A's, squibs, etc.), liquid fuels, launch contractor support equipment and space vehicle support equipment. The plan shall include as a minimum vehicles (forklifts, trucks, etc) for moving equipment around the spaceport, small ordnance storage capacity (types and amount of squibs, S/A, linear shape charges, etc), Department of Defense Explosive Safety Board (DDESB) (or equivalent) siting (type and amount, i.e. 50,000 lbs of 1.1), available cranes within facilities and inventory control procedures in case of long term storage.

4.2.5.6 Engineering Support

The offeror shall identify engineering support capabilities for defining facility interfaces, making modification as required to accommodate the launch vehicle or support equipment, communication modifications, and any other engineering support required for process and launch.

4.2.5.7 Support Services

Identify how the following support services identified in the Sample Mission TRD will be accomplished: meteorology, photography, pad lighting, medical and environmental health, site vehicles, intrusion detection and security, hazardous waste containment and disposal, propellants, liquids and gases, janitorial services, fire protection, and potable water.

4.2.5.8 Small Business Subcontracting Plan

The following is not applicable to offerors who are small businesses.

The offeror shall submit a Small Business Subcontracting Plan (as required). If the offeror has an approved master subcontracting plan (FAR 19.704(b) and 52.219-9(f) or an approved comprehensive subcontracting plan (DFARS 219.702), submit an addendum with its proposal covering any additional information required by this solicitation. The addendum will be incorporated into any resulting contract along with incorporation by reference of the master or comprehensive plan. The offeror's submission must provide sufficient information to support the contracting officer's review of the subcontracting plan to determine if it is acceptable, otherwise an offeror will be ineligible for contract award. Contractors selected to participate in the DoD test program authorized by Section 834 of Public Law 101-189 and who have approved comprehensive subcontracting plans are not required to negotiate subcontracting plans on an individual basis. If the offeror has an approved comprehensive plan under the DoD test program, the offeror shall provide a copy of its approved plan that includes an addendum addressing any additional information required by this solicitation. The addendum will be incorporated into any resulting contract along with incorporation by reference of the master or comprehensive subcontracting plan. Any contract resulting from this solicitation which includes a comprehensive subcontracting plan will include the clause at DFARS 252.219-7004 in lieu of the clauses at FAR 52.219-9; 52.219-16; 52.219-10; DFARS 252.219-7003 and AFMC FAR Sup 5352.219-9002.

4.2.5.9 Manloading Estimate

The offeror shall provide a manloading estimate by Work Breakdown Structure (WBS) element. For each Level 2 WBS element, identify proposed labor mix by hour and type. A sample WBS is provided at Annex 6 to Section L of the RFP. The offeror may propose against their own Level 2 WBS if desired.

4.2.6 Subfactor 3: Range & Range Integration Support

4.2.6.1 Range Capabilities

The offeror shall provide a list of range capabilities per TRD paragraph 3.1.2 Spaceport Capability and paragraph 3.3.7.3 Flight Test Tracking, Telemetry, RF, Radar and Command Destruct. Address internal and/or

adjacent/provided government range assets available to support prelaunch and launch operations in accordance with Government Range safety requirements and provide specific capabilities of the various range assets. For internal range safety instrumentation, identify the certification method and a POC for the DoD certifying agency.

4.2.6.2 Flight, Ground, and Operational Safety

The offeror shall address their capability to coordinate and support range safety reviews and the flight assessment process by the appropriate agencies, assist in obtaining the Government Range safety approval of LV contractor procedures, and get Government approval and ensure implementation of the Spaceport ground operations safety program and any relevant system or operational safety programs.

4.2.6.3 Universal Documentation System (UDS)

The offeror shall identify their capability to use the UDS (RCC 501-97) to interface with a government range.

5.0 Volume III - Cost/Price Volume

5.1 General Instructions

5.1.1 Cost/Price Reasonableness

These instructions are to assist you in submitting information other than cost or pricing data that is required to evaluate the reasonableness of your proposed cost/price. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the offeror. Data CLINs will not be separately priced. Offerors shall include in their proposal a discrete price for the non-binding Sample Mission.

5.1.2 Estimating Techniques and Methods

When responding to the Cost/Price Volume requirements in the solicitation, the offeror and associated subcontractors may use any generally accepted estimating technique, including contemporary estimating methods (such as Cost-to-Cost and Cost-to-Non-Cost Estimating Relationships (CERs), commercially available parametric cost models, in-house developed parametric cost models, etc.) to develop their estimates.

5.1.3 Non-Required Data

Data beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your cost/price position. All information relating to the proposed price including all required supporting documentation must be included in the section of the proposal designated as the Cost/Price volume. Under no circumstances shall this information and documentation be included elsewhere in the proposal.

5.1.4 Cost or Pricing Information Requirements

In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data is required to support price reasonableness. Information shall be provided in accordance with FAR 15.403-5.

5.1.5 Rounding

All dollar amounts provided shall be rounded to the nearest dollar.

5.2 Volume Organization

The cost/price volume shall consist of the following:

5.3 Estimating Methodology

Provide a summary description of the systems listed below. Also identify any deviations from your standard procedures in preparing this proposal and indicate whether you have Government approval of your system and evidence of such approval.

5.3.1 Estimating System. Separately address each major cost element (e.g., Direct Material, Direct Labor, Indirect Costs, Other Direct costs, Overhead, G&A., etc.)

5.3.2 Purchasing System

5.3.3 Accounting System

5.4 Price Summary

Provide the Firm Fixed Price for the Sample Mission.

6.0 Volume IV - Past Performance

6.1 Early Past Performance Volume Submittal

Each offeror must submit a Past Performance Volume with their proposal. Offerors are requested to submit the Past Performance Volume sixteen (16) days after release of the RFP. Failure to submit early proposal information will not result in offeror disqualification.

6.2 Relevant Contract Information

Submit past performance information on recent commercial and/or government contracts that the offeror considers most relevant in demonstrating their ability to perform the proposed effort using the Past Performance Relevant Contract Information Sheet (see Section L Annex 1). Contract Information Sheets for each relevant contract included shall not exceed three pages.

Note: The Government will not consider performance on a newly awarded contract without a performance history or on an effort that concluded more than five (5) years prior to this source selection. If no relevant past or present performance information exists, do not submit a Volume IV. Instead, explain in the Executive Summary that no relevant past performance exists. We will treat an offeror's lack of past performance as a neutral performance risk, having no positive or negative evaluative significance.

6.3 Evaluation Subfactors

The Past Performance Team (PPT) will assess an offeror's relevant performance in the following areas: Subfactor 1-Launch Facilities; Subfactor 2-Launch Operations; Subfactor 3-Range & Range Integration Support. The PPT will look for demonstrated performance as it relates to Mission Capability subfactors, wherever possible. Details relating to how the PPT will conduct its assessment are contained in Section M 2.c.3.

6.4 Organization Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past and present efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, provide a "roadmap" describing all such changes, including all current and previous CAGE & DUNS codes, in the organization of the company, team partners and major subcontractors in the past five years. As part of this explanation, show how these changes impact the performance of any efforts the offeror identifies for past performance evaluation. Since the Government intends to consider past performance information provided by other sources as well as that provided by the offeror(s), the "roadmap" should be both specifically applicable to the efforts the offeror identifies and general enough to apply to efforts on which the Government receives information from other sources.

6.5 Past Performance Questionnaire

Each offeror with relevant performance information must send a Performance Questionnaire (Annex 2 of Section L) to at least three points of contact for each contract described in the Past Performance Relevant Contract Information Sheets (See paragraph 6.2). Questionnaires must be sent to customers, and, if applicable, critical subcontractors, team contractors, and/or joint venture partners for each relevant contract. The offeror shall send a standard transmittal letter (Annex 3 of Section L) to request that POCs complete an unclassified Performance Questionnaire and submit (mail or fax) the questionnaire within five (5) working days. Preferred points of contact are, in order of descending preference: program manager, PCO, technical or engineering lead. The points of contact shall return completed questionnaires to the POC identified in Annex 3 to Section L. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M - Evaluation Factors, paragraph M 2.c.3, Past Performance Factor.

The offeror shall track the completion of Performance Questionnaires and document all exchanges and follow-ups with each of the POCs identified in the Contract Information Sheets (See paragraph 6.2). Initial Performance Questionnaire tracking status will be provided with the Past Performance Volume IV (see Annex 5 of Section L). The offeror shall exert its best efforts to ensure that at least three POCs per contract or subcontract submit completed performance questionnaires no more than five (5) working days after submittal of Volume IV. A final tracking record shall be submitted on proposal due date in electronic format as well as printed form in Volume V, Contract Documentation. Offerors shall cease contact with their POCs once the final tracking record is submitted. The PPT may conduct follow-up discussions with any of the POCs and reserves the right to send out additional questionnaires.

The offeror is solely responsible for ensuring that questionnaires are submitted in time for use in the evaluation process, and shall make every effort to achieve this objective. Once the Performance Questionnaires are completed by the POCs, the information contained therein shall be considered sensitive and shall not be released to the offeror.

6.6 Contents

The past performance volume shall be limited to three pages per relevant contract, excluding attachments and table of contents. The volume shall be organized as follows:

1. Table of Contents
2. Relevant Contract Information Sheets in accordance with paragraph 6.2 (see Section L Annex 1)
3. Attachment 1: Initial Past Performance Questionnaire Tracking Record (Annex 5 of Section L), in accordance with paragraph 6.6.
4. Attachment 2: Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information so the offeror can respond to such information. A sample consent letter can be found in Section L Annex 4.
5. Attachment 3: Transmittal Letters (Annex 3 of Section L) for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.
6. Attachment 4: Organization Structure Change History in accordance with paragraph 6.4.

6.7 Researching Other References

The information provided to the PPT in Volume IV and responses to the Performance Questionnaire are only two means used by the PPT to obtain relevant past performance information. The Government reserves the right to obtain information from other sources (e.g., Contractor Performance Assessment Review System (CPARS)) to assess offeror's past performance. Problems not mentioned by the offeror, but found by the PPT during the course of assessing relevant past performance, may be addressed by the PPT.

7.0 Volume V - Contract Documentation

7.1 Solicitation/Representations and Certifications

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Solicitation, and completed Sections A through K. This includes:

7.1.1 Section A - Solicitation/Contract Form

Completion of blocks 12., 14. (If applicable), 15A., 15B., 15C., (if applicable), 16., and signature and date for blocks 17., and 18., of the Standard Form 33. Signature by offeror constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover.

7.1.2 Section G - Contract Administrative Data

Insert your taxpayer Identification Number in clause G015.

7.1.3 Section I - Contract Clauses

Complete the offeror supplied fill-in information, as applicable.

7.1.4 Section K - Representations, Certifications, and other Statements of Offerors

Complete the representations, certifications, acknowledgments and statements as applicable.

7.2 Exceptions to Terms and Conditions

Exceptions taken to terms and conditions of the solicitation, to any of its formal attachments, or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 7.2 below. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

Table 7.2 - Solicitation Exceptions

Solicitation Document	Paragraph/Page	Requirement/ Portion	Rationale
TRD, Solicitation, ITO, etc.	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met

7.3 Other Information Required

7.3.1 Authorized Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government as well as the name, position, and contact information for the person to be notified of the award decision by the Source Selection Authority or designated representative.

7.3.2 Government Offices

Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

7.3.3 Company/Division Address, Identifying Codes, and Applicable Designations

Provide company/division's street address, county and facility code; CAGE code; DUNS code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

DET 12-L002 SMC 52.15-4 ACQUISITION OMBUDSMAN (FEB 2004)

An Ombudsman has been appointed to hear concerns from offerors or potential offerors during the proposal development phase of this acquisition. The Ombudsman does not diminish the authority of the program director or Contracting Officer, but communicates Contractor concerns, issues, disagreements, and recommendations to the appropriate Government personnel. When requested, the Ombudsman shall maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the evaluation of proposals or in the source selection process. Interested parties are invited to call David Ganger at (310) 363-0588.

L011 APPLICABLE CLAUSES (MAY 2002) (TAILORED)

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

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

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

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

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997) (TAILORED)

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

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

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

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

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAR 1999)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Systems Security Instruction (AFSSI) 5027 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

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

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

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

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

OTHER SOLICITATION PROVISIONS IN FULL TEXT

DET 12-M001 SOURCE SELECTION (JAN 2004)

SECTION M

M001 EVALUATION PROCEDURES

M 1.a. Basis for Contract Award

The Government will conduct a best value source selection to evaluate proposals in accordance with Federal Acquisition Regulation (FAR) Part 15 and agency procedures, as directed in Air Force Federal Acquisition Regulation Supplement (AFFARS) Subpart 5315.3, and as supplemented, modified herein, and current as of the date of release of this RFP. This solicitation is for multiple award Indefinite Delivery Indefinite Quantity contracts with provisions for Firm Fixed Price task orders. The Source Selection Authority (SSA) will make contract award(s) to the offeror(s) whose proposal to the Sample Mission, based upon an integrated assessment of Mission Capability, Proposal Risk, Past Performance, and Price and Cost, best meets the solicitation requirements and FAR responsibility requirements, and is otherwise eligible for award. The Government seeks to award to the offeror(s) who gives the Air Force the greatest confidence that it will best meet or exceed the requirements affordably. This may result in a contract award to an offeror who has submitted a higher rated, higher priced proposal if the SSA reasonably determines, considering the Government's estimate of probable cost, technical superiority, overall business approach of the offeror's proposal, and/or superior past performance, that the superior mission capability, proposal risk, and/or past performance of the higher priced offer outweighs the cost difference. The Government reserves the right not to award any contract.

The evaluation of mission capability, proposal risk, and cost factors will be based on the information contained in the offeror's Sample Mission proposal volumes. These factors will be used to evaluate how well the offeror understood and addressed the objectives and requirements of the RFP, as defined in the SOO and Sample Mission TRD. The evaluation of the offeror's past performance will be based on the information contained in the offeror's past performance volume, CPARs, questionnaires, and other sources, as appropriate. Cost and price will be a significant part of the SSA's integrated assessment and award decision. Offerors should perform technical and cost trade offs to achieve a balanced proposal that reflects the cost effective pursuit of facilities and infrastructure necessary to accomplish a launch. The basis of cost must be compatible with all other elements of the proposal. The price proposal will be evaluated for reasonableness.

To arrive at a source selection decision, the SSA will integrate the source selection team's evaluations of the evaluation factors and subfactors (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

The Government intends to award a contract without conducting discussions with the offerors. Therefore, each offeror's initial proposal should contain the offeror's best terms from both price and technical standpoints. The Government reserves the right to conduct discussions if the Contracting Officer (CO) determines they are necessary.

M 1.b. Number of Contracts to be Awarded

The Government intends to award up to four (4) contract(s) for this effort.

M 1.c. Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

M 1.d. Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

M002 EVALUATION FACTORS

M 2.a. Evaluation Factors and Subfactors and their Relative Order of Importance

Award will be made to the offeror(s) proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. Within factor 1, there are three subfactors, which will be evaluated and rated separately.

Factor 1: Mission Capability

Subfactor 1: Launch Facilities

Subfactor 2: Launch Operations

Subfactor 3: Range & Range Integration Support

Factor 2: Past Performance

Factor 3: Proposal Risk

Factor 4: Price/Cost

Factor 1 is of equal importance to factor 2. The subfactors under factor 1 are listed in descending order of importance, with subfactor 1 being most important and subfactor 3 being least important. Factor 3 is slightly less important than factors 1 and 2. Factor 4 is significantly less important than factor 3. In accordance with FAR 15.304(e), factors 1, 2, and 3, when combined, are significantly more important than factor 4. However, price will be a significant consideration in the selection decision.

M 2.b. Factor and Subfactor Rating

A color rating will be assigned to each subfactor under the Mission Capability factor. The color rating depicts how well the offeror's proposal meets the Mission Capability subfactor requirements in accordance with the stated explanation, within the subfactor, of how the subfactor will be evaluated. The Mission Capability subfactors are described in section M 2.c.1 below. A proposal risk rating will be assigned to each of the Mission Capability subfactors as described in paragraph M 2.c.2. The proposal risk rating represents an assessment of the risks identified with an offeror's proposed approach as it relates to the Mission Capability subfactor. Past Performance will be evaluated as described in paragraph M 2.c.3 below. The evaluation will focus on the past performance most relevant to the Mission Capability subfactors. A confidence assessment rating will be assigned based on the past performance evaluation. Price will be evaluated for reasonableness as described in paragraph M 2.c.4 below. When the integrated assessment of all aspects of the evaluation is accomplished, the color ratings, proposal risk ratings, performance confidence assessment, and evaluated price will be considered in the order of priority listed in paragraph M.2.a above. Any of these considerations can influence the SSA's decision.

M 2.c Evaluation Criteria

M 2.c.1 Mission Capability Factor

The objective of this factor is to assess the offeror's ability to satisfy the SOO and Sample Mission TRD through a comprehensive and sound program approach.

M 2.c.1.1 Subfactor 1: Launch Facilities

The facilities criteria are met when:

M 2.c.1.1.1 Capabilities

a. The offeror adequately addresses how they will provide launch facilities for use by the Launch Program for processing and launch of the vehicle in the Sample Mission.

b. The offeror provides a compliance matrix that sufficiently identifies capabilities per Sample Mission TRD paragraph 3.1.2 Spaceport Capability and 3.3.1 Launch Facilities and how existing/modifications to facilities meet the requirements defined in the Sample Mission TRD 3.3.1 Launch Facilities.

- c. The offeror adequately defines physical interfaces with Launch Pad, Facilities, and the Range.
- d. The offeror identifies required facilities and any modifications required to interface with the launch vehicle.
- e. The offeror provides copies of agreements with facility owners if facilities are leased or subcontracted (not part of page limit).

M 2.c.1.1.2 Support Equipment (SE)

The offeror adequately provides a description of the support equipment proposed to support pre-launch processing and launch operations required by Sample Mission TRD paragraph 3.3. Identify support equipment and the functions it will provide, the interfaces it will test, how the equipment is controlled and how the data will be monitored.

M 2.c.1.2 Subfactor 2: Launch Operations

This subfactor includes the offeror's operations, communications, site documentation, Facility Readiness Reviews, organization, approach to executing the program as described in the Integrated Management Plan, Integrated Master Schedule, logistics, engineering support, and support services. The criteria are met when:

M 2.c.1.2.1 Launch Support

M 2.c.1.2.1.1 Operations Concept

- a. The offeror adequately describes the operations concept for supporting all launch vehicle contractor field operations including installation and checkout of the support equipment, booster stacking and erecting, front section onto booster installation, launch vehicle testing, and launch operations.
- b. The offeror adequately describes the expected level of involvement in prelaunch, launch and post-launch tasks.
- c. The offeror adequately describes training for government and contractor personnel including how to operate facility, communications, or other equipment.
- d. The offeror identifies how they will interface with the Launch Site agencies, Launch Vehicle contractor, and Range personnel.
- e. The offeror addresses the ability to provide the requirements regardless of other launch commitments.

M 2.c.1.2.1.2 Communications

- a. The offeror sufficiently addresses Sample Mission TRD paragraph 3.3.2.6 with the capability for the minimum five communication nets and the capability to connect to the launch pad and equipment vault, telemetry receiving station, radar stations, launch control center, flight safety, ground safety, etc.
- b. The offeror has the ability to connect outside agencies and radio communication into the comm. nets.
- c. The offeror can identify their phone and Internet capability and the ability for customers to use.

M 2.c.1.2.1.3 Site Documentation

- a. The offeror adequately demonstrates the ability to develop and maintain a Launch Base Support Plan.
- b. The offeror adequately demonstrates the ability to create and track ICD(s) between the Spaceport and the launch vehicle contractor, payload providers, and the government (or its agents).

M 2.c.1.2.1.4 Facility Readiness Reviews

- a. The offeror proposes an adequate method of government insight and involvement in determining facility readiness and mission support readiness prior to arrival of the launch team at the launch site.
- b. The offeror proposes an adequate means and schedule for providing vital information to the government on facility and tasked interface support.

M 2.c.1.2.2 Organization

- a. The offeror adequately addresses the planned organization, lines of authority, responsibilities and staffing approach.
- b. The offeror adequately details the ability to provide management support for the Minotaur launch as well as the ability to maintain critical skills during slack periods.
- c. The offeror adequately demonstrates how the proposed organization is responsive to the Sample Mission TRD requirements and would provide the Government timely information and insight into spaceport capability and support status to ensure effective integration of the launch team with the site.

d. The offeror identifies key positions (individuals who contribute to the execution of a launch in a substantive way) and demonstrates adequate expertise in those positions.

M 2.c.1.2.3 Integrated Management Plan (IMP)

- a. The IMP adequately details the activities requiring accomplishment prior to conducting launch site operations for any prelaunch testing (pathfinder if required) and for the launch.
- b. The offeror identifies any schedule, technical, and cost risks and describes a method for mitigation.
- c. The IMP adequately describes the core activities and processes necessary to implement the tasking in the Sample Mission TRD while satisfying the Sample Mission TRD requirements and supporting mission planning and integration tasks with the launch vehicle contractor.
- d. The IMP adequately details associate and/or major subcontractor activities.
- e. The IMP provides a planned approach for providing Government teams adequate insight through design reviews, program reviews, readiness reviews, post-flight reviews, technical interchange meetings, data submittals and teleconferencing.
- f. The IMP addresses how discrepancies are documented, tracked and closed.
- g. The offeror demonstrates an understanding of military Range Safety requirements or other government approved safety documentation necessary for launch approval.

M 2.c.1.2.4 Integrated Master Schedule (IMS)

- a. The offeror provides a realistic baseline IMS that includes all major tasks, events, and significant accomplishments and their corresponding dates that lead to support of a pathfinder test, if required, and a launch capability for the Sample Mission.
- b. The IMS includes traceability of key tasks to those events and significant accomplishments submitted in the IMP, as well as the relationships and dependencies between the tasks.
- c. The IMS includes sufficient detail to provide visibility on at least a month-to-month basis through initial launch capability.

M 2.c.1.2.5 Logistics

- a. The offeror adequately provides a plan for receiving and storing the launch vehicle, ordnance, launch contractor support equipment and space vehicle support equipment.
- b. The offeror adequately provides a plan for transportation and handling of launch vehicle and support equipment hardware.
- c. The offeror identifies Government approved storage for small ordnance articles with the approved siting.
- d. The offeror provides a DDESB (or equivalent) approved plan for handling and storing ordnance and explosives of any relevant size and identifies the allowable ordnance rating (considering quantity and distance criteria) for each facility.
- e. The offeror adequately provides a plan for providing inventory control.

M 2.c.1.2.6 Engineering Support

- a. The offeror identifies the capability to make necessary modifications to the facilities to accommodate the launch vehicle and support equipment.
- b. The offeror has sufficient expertise to work facilities interfaces with the launch contractor, payload and government (or their agent) personnel.

M 2.c.1.2.7 Support Services

The offeror adequately provides the identified support services, or if the spaceport cannot provide, adequately demonstrates the capability to provide an alternate source for the services.

M 2.c.1.2.8 Small Business Subcontracting

If the offeror is other than a small business, the offeror's Small Business Subcontracting Plan must be submitted in accordance with FAR 52.219-9. The Subcontracting Plan must clearly detail the extent to which the offeror commits to the participation of SB, HBCU, and MI whether as joint venture members, teaming arrangement, or subcontractors. Failure to submit such a plan will render the offeror (other than small business) ineligible for award.

M 2.c.1.2.9 Man-loading Estimate

The offeror provides a labor mix estimate (including hours and type of labor) for each Level 2 WBS element that clearly demonstrates the offeror's understanding of manlevels required to complete each identified element in the WBS.

M 2.c.1.3 Subfactor 3: Range & Range Integration Support

Range & Range Integration will be evaluated. The criteria are met when:

M 2.c.1.3.1 Range Capabilities

- a. The offeror adequately addresses locations and interface capability for range tracking, telemetry receiving and range safety instrumentation to support prelaunch and launch operations in accordance with Government Range Safety requirements.
- b. Offeror identifies type of range. If using a non-military/NASA range, the offeror identifies the certification method and a POC for the DoD certifying agency.
- c. Offeror describes any existing agreements with government ranges.
- d. Offeror describes qualification and certification of range personnel.

M 2.c.1.3.2 Flight, Ground, and Operational Safety

- a. The offeror demonstrates the capability to coordinate and support flight safety reviews and the flight assessment process by the appropriate agencies.
- b. The offeror demonstrates the capability to assist in obtaining the Government Range safety approval of LV contractor procedures.
- c. The offeror demonstrates the capability to get Government approval and ensure implementation of the Spaceport ground operations safety program and any relevant system or operational safety programs.

M 2.c.1.3.3 Universal Documentation System (UDS)

The offeror adequately demonstrates familiarity with the UDS and can provide inputs to or develop the UDS documents to interface with a government range.

M 2.c.2 Proposal Risk Factor

Proposal Risk will be evaluated at the Mission Capability subfactor level. The Proposal Risk assessment focuses on the risks and weaknesses associated with an offeror's proposed approach and includes an assessment of the potential for disruption of schedule, increased price, degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For each identified risk, the assessment also addresses the offeror's proposal for mitigating the risk and why that approach is or is not manageable. Each Mission Capability subfactor will receive one of the Proposal Risk ratings defined at AFFARS 5315.305(a)(3)(ii).

M 2.c.3 Past Performance

Under the Past Performance factor, the Performance Confidence Assessment represents the evaluation of an offeror's past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. Only work occurring within the five years prior to the RFP release date will be considered. The Past Performance Evaluation will focus on performance that is relevant to the Mission Capability subfactors. In determining relevance, consideration will be given to type of vehicle launched (single stage vs. multistage), trajectories launched (i.e. orbital, ballistic, etc), range of vehicles launched, mission complexity (including requirements for telemetry, FTS, tracking, and off site resources), level and quantity of ordnance stored, engineering support provided for developing interfaces, range support provided, contract type, and schedule.

Relevant past performance information will be attained through CPARS; questionnaires tailored to the circumstances of this acquisition; Defense Contract Management Agency (DCMA) channels; and interviews with program managers and contracting officers, or other sources known to the Government, including commercial sources. In conducting the performance confidence assessment, the government reserves the right to use both data provided by the offeror and data obtained from other sources. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to

bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers.

As a result of an analysis of the favorable and unfavorable information (strengths and risks) identified, a past performance confidence assessment will be done at the subfactor level and integrated into an overall past performance factor level confidence assessment recommendation. Each Offeror will receive one of the following past performance factor ratings: High Confidence, Significant Confidence, Confidence, Unknown Confidence, Little Confidence or No Confidence. These ratings are defined in AFFARS 5315.305(a)(2). Offerors should note that though the assessment will be conducted at the subfactor level, significant achievement or problem in any element of work could become an important consideration in the overall evaluation process.

In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer. Pursuant to DFARS 215.305(a)(2), the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns and FAR 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan.

Where the relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Offerors will be provided an opportunity to address any negative or adverse past performance information received by the Government during this evaluation, subject to the restrictions of FAR 15.306(a)(2), which they have not had an opportunity to address in the past.

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Unknown Confidence" rating for the Past Performance factor. For offerors with no relevant performance record the Government may consider relevant performance information regarding key personnel.

M 2.c.3.1 Relevancy Evaluation Criteria

The following tables outline the criteria to be used for evaluating contract relevance.

(Note: the tables referenced in M2.c.3.1 Relevancy Evaluation Criteria are located at Annex 1 to Section M).

M 2.c.3.2 Past Performance Assessment Process

a) Obtain Past Performance Information on Each Offeror.

The Past Performance Team (PPT) obtains the Offeror's Past Performance Volume, responses to questionnaires, CPARs and DCMA historical data on the bidding/performing business units, and information other external sources (business/internet), and conducts interviews.

b) Assess Contract Relevancy for Each Subfactor.

The PPT will evaluate all contracts submitted by the Offerors in their Volume IV for relevancy at the Mission Capability subfactor level. Each contract subfactor will be evaluated against the Relevancy Criteria developed by the PPT and provided to the Offerors. The methodology used will be centered on a numeric rating scale. For each of the subfactors, all contracts will be reviewed and given one of the numeric relevancy ratings: i.e., 5 (Very Relevant); 3 (Relevant); 1 (Somewhat Relevant) and 0 (Not Relevant). The numeric ratings will help the PPT focus on the most relevant contracts per subfactor.

c) Assess Contract Performance for Each Subfactor.

The PPT will then assess the data obtained (proposal volume, questionnaire answers, CPARs, etc.) and assign past performance ratings by subfactor by contract. For each of the subfactors all contracts will be reviewed and given

one of six performance ratings: Blue (Exceptional); Purple (Very Good), Green (Satisfactory); Yellow (Marginal); Red (Unsatisfactory) and N/A (Not Applicable).

d) Assign Confidence Ratings to Each of the Mission Capability Subfactor Areas.

The PPT will use the relevancy ratings in conjunction with the performance ratings to determine confidence ratings for each contract evaluated. Contracts with "5" relevancy ratings (Very Relevant) will be the focus of the PPT's performance confidence assessment at the Mission Capability subfactor level. Contracts with "3" relevancy ratings (Relevant) will be considered but will carry less weight. Contracts with a "1" relevancy rating (Somewhat Relevant) will be considered but will carry the least weight. Given the past performance on relevant contracts identified, the PPT will assess each Offeror's performance confidence by Mission Capability subfactor and assign confidence ratings of High Confidence, Significant Confidence, Confidence, Unknown Confidence, Little Confidence or No Confidence.

e) Recommended Past Performance Factor Confidence Rating.

The PPT will assess each Offeror's Mission Capability subfactor performance confidence ratings and recommend an overall Offeror "Confidence" rating for the past performance factor. The overall past performance ratings possible are High Confidence, Significant Confidence, Confidence, Unknown Confidence, Little Confidence or No Confidence.

M 2.c.4 Cost or Price Factor

The Government will evaluate the reasonableness of each offeror's proposed sample mission price. Reasonableness of an offeror's proposal will be evaluated using one or more price analysis techniques in FAR Subpart 15.404-1(b). If the CO determines that adequate price competition has not been obtained, reasonableness will be evaluated using cost analysis techniques described in FAR Subpart 15.404-1(c).

M.2.d Discussions

The Government anticipates award without discussions. However, if, during the evaluation period it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs), and the Final Proposal Revision (FPR) will be considered in making the source selection decision.

If discussions are necessary, the Government intends to provide a competitive range status briefing and a rating status briefing on the Government's evaluation of the offeror's proposal before requesting Final Proposal Revisions (FPRs). The Government shall provide color assessment and/or adjectival rating status for each factor or sub-factor, as appropriate. These briefings are intended to assist the offerors in making any revisions they may consider necessary to meet the solicitation requirements, and to enhance materially the proposal's potential for award. Offeror are advised that the Government's final proposal evaluation rating may change from an interim evaluation as a result of the offeror's response to the government's request for FPRs. Information submitted after the due date for or submitted separately from the final proposal revision will not be evaluated.

M.2.e Solicitation Requirements, Terms and Conditions

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