

**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 26 MAR 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 Offerors please note that fill ins are required in Section I clauses: 252-247-7023 & 5352.223-9000
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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		

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) 26 MAR 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 18	
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 (RFP)		5. DATE ISSUED 23 JAN 2004	
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		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)
<i>PART I - THE SCHEDULE</i>				<i>PART II - CONTRACT CLAUSES</i>			
√	A	SOLICITATION/CONTRACT FORM	1	√	I	CONTRACT CLAUSES	14
√	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	18
√	D	PACKAGING AND MARKING	5	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>			
√	E	INSPECTION AND ACCEPTANCE	6	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	K - 1
√	F	DELIVERIES OR PERFORMANCE	7	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	L - 1
√	G	CONTRACT ADMINISTRATION DATA	9	√	M	EVALUATION FACTORS FOR AWARD	M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS	10				
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>90</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
0001		1 Lot	_____
	<i>Noun:</i>	LAUNCH SERVICES	_____
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
	The contractor shall furnish the necessary qualified personnel and services to accomplish the Technical Requirements Document at Attachment 1, attached hereto. Estimated period of performance for the basic period is award through 31 May 09.		

0002		1 Lot	_____
	<i>Noun:</i>	DATA--EXHIBIT XXXX	_____
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall provide data in accordance with Contract Data Requirements List, DD Form 1423, designated as Exhibit XXXX, Section J, hereof. Data Requirements are not separately priced (NSP).		

SPECIAL STUDIES

0003		1 Lot	_____
	<i>Noun:</i>	SPECIAL STUDIES	_____
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall furnish the necessary qualified personnel and services to accomplish the Technical Requirements Document at Attachment XX, attached hereto. Estimated period of performance for the basic period is award through 31 May 09.		

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)

Total Price _____ (Offeror to insert total price)

Applicable to following Line Items: CLIN 0001, CLIN 0003

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)

_____ (insert incorporated documents/requirements)

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)
52.246-07 INSPECTION OF RESEARCH AND DEVELOPMENT -- 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

DET 12-E001 INSPECTION & ACCEPTANCE (AUG 2003)

Final acceptance for the contract work called for in Section B, CLIN 0001 shall occur at submission of CDRL xxxxxx.

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

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

E006 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:

Det 12/SMC/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.

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
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 1 June 2004 through 31 May 2009.

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)

When invoicing for payment, the contractor shall comply with the Performance Based Payments Milestone Payment Plan Events in Section H. 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-H001 ESTABLISHMENT OF LAUNCH WINDOW/LAUNCH DATE (AUG 2003)

H.11 ESTABLISHMENT OF LAUNCH WINDOW/LAUNCH DATE

Upon award of the contract, a launch window will be established by the Government which will be ninety (90) days in length. No later than 60 days before the ILC, the Government will either establish a Launch Date within the 90-day window, or change the ILC, thus establishing and paying for a new 90-day window. Establishment of the launch day is subject to the requirements of the U.S. Government for range support.

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, this contract will be paid using performance-based payments for CLIN0001. 90% of the task order price will be paid through performance-based payments. 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 (as a % of contract price)	Description of Event
Submission of draft COFR CDRL A007 Minutes	15%	Submission of Draft COFR/Facility Readiness Review
Government Approval of COFR	25%	Submission of COFR & Approval of CDRL A007 (NLT 30 days after COFR submission)
Completion of Launch Campaign	50%	Build up of the launch vehicle, vehicle placed on the stool and the vehicle launched

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

DET 12-H006 ESTIMATED DAILY COST FOR LAUNCH SLIP(S) (JAN 2004)

In the event that a launch slip occurs while at the launch location, the contract period of performance will be modified to preserve the 60 day period of performance necessary to complete the post-launch tasks. The fully

burdened estimated cost per day for such a launch slip, extending past the date in the quarter originally identified for launch, is \$_____. The daily fixed fee used in the calculation is \$_____ (a fixed fee rate of ____%). This amount will be used to develop the estimated cost of a resultant contract extension if the launch delay is caused by someone other than the Spaceport Contractor. In the event that the launch delay is caused by the Integrating Contractor, no fee will be paid for costs incurred during the delay period. If the contractor has adequate cost margin to complete the launch services without an upward cost adjustment, no adjustment will be made.

[NOTE TO OFFERORS: INCLUDE A TOP LEVEL SUMMARY OF THE COSTS INCLUDED IN YOUR DAILY COST CALCULATION. REFERENCE SECTION L INSTRUCTIONS.]

H023 INDEFINITE QUANTITY (SEP 1997)

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 \$15,000.00.

H024 ORDERING PROCEDURES (SEP 1997)

(a) Orders will be issued by a Procuring Contracting Officer in accordance with the Ordering clause of this contract. However, the following procedures shall be used for negotiation of orders.

(1) The Contracting Officer will provide the Contractor with a copy of the notification of each proposed Order which will include a description of work to be performed, description of expertise required, and desired completion date.

(2) The Contractor shall then: (i) submit to the Contracting Officer a brief technical discussion describing how the work will be performed; (ii) submit a cost proposal in Standard Form 1411 format, identifying labor categories and number of hours within each category required for the performance of the proposed work; (iii) identify and provide rationale for all non-labor cost elements required for performance; and (iv) identify any Government property required for performance.

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue an Order directing the Contractor to commence performance, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any Order. In the event issues pertaining to a proposed work cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed work. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the Disputes clause or the Contract Disputes Act.

(b) The Contractor is not authorized to commence performance prior to issuance of the Order by the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

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

(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 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
Northrop Grumman Corp. (the SETA contractor for the Rocket Systems Launch Program) and other organizations as required and 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: 6.0.0.000; Issued: 1/16/2004; Clauses: ; FAR: FAC 2001-17; DFAR: DCN20031215; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2003-1105; IPN: 98-009

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (DEC 2001)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE I (APR 1984)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999) - ALTERNATE II (APR 1998)
- 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)
- 52.216-18 ORDERING (OCT 1995)
Para (a), Issued from date is '01 JUN 2004'
Para (a), Issued through date is '31 MAY 2009'
- 52.216-19 ORDER LIMITATIONS (OCT 1995)
Para (a). Insert Dollar amount or quantity. '????'
Para (b)(1). Insert dollar amount or quantity '????'
Para (b)(2). Insert dollar amount or quantity. '????'
Para (b)(3). Insert number of days. '????'
Para (d). Insert number of days. '90'
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
Para (d), Date is '31 MAY 2011'
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '30 days prior to ILC'
- 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)
- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
- 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: '?????'
- 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)
- 52.230-05 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)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- 52.244-02 SUBCONTRACTS (AUG 1998)
Para (e), approval required on subcontracts to: 'TBD'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
- 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)
- 52.249-02 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 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
- 252.204-7004 ALTERNATE A (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)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 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)
- 252.225-7016 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)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DEC 2003)
- 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:

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.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	8	22 JAN 2004	EAST AND WEST COAST SPACEPORTS, EXHIBIT A, DD1423-1, CONTRACT DATA REQUIREMENTS LIST
EXHIBIT B	2	22 JAN 2004	EAST AND WEST COAST SPACEPORTS, EXHIBIT B, DD1423-1, CONTRACT DATA REQUIREMENT LIST

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:
 B. EXHIBIT.....: A
 C. CATEGORY.....: TDP
 1. DATA ITEM NO.....: A002
 2. TITLE OF DATA ITEM.....: TEST PROCEDURE
 3. SUBTITLE.....:

D. SYSTEM/ITEM.....: SPACEPORT
 E. CONTRACT/PR NO.:
 F. CONTRACTOR.....:

4. AUTHORITY.....: DI-NDTI-80603
 5. CONTRACT REFERENCE.....:
 6. REQUIRING OFFICE.....: SMC/Det12/RP
 7. DD250 REQ.....: LT
 8. APP CODE.....: N/A
 9. DIST. STATEMENT REQUIRED.....: C
 10. FREQUENCY.....: ONE/R
 11. AS OF DATE.....:
 12. DATE OF FIRST SUBMISSION: See Block 16
 13. DATE OF SUBSEQUENT SUBM.: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC/DET 9	1	1
	NGC VAFB	1	1
	SEE BLK 16		*
	15. TOTAL:	2	2

16. REMARKS
 BLOCK 4:

 Contractor format acceptable.

 Procedures to cover testing to support facility readiness

 BLOCKS 8, 10, 12, 13 & 14:

 Submit to Det 9 and NGC 14 days prior to start of testing

 *Electronic submittal to Det 12/RP.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

G. PREPARED BY: I. APPROVED BY:

H. DATE: J. DATE:

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**Form Approval OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO.: **D. SYSTEM/ITEM.....:** SPACEPORT
B. EXHIBIT.....: A **E. CONTRACT/PR NO.:**
C. CATEGORY.....: TDP **F. CONTRACTOR.....:**
1. DATA ITEM NO.....: A003
2. TITLE OF DATA ITEM.....: TECHNICAL REPORT-STUDY/SERVICES
3. SUBTITLE.....: RANGE UNIVERSAL DOCUMENTATION SYSTEM (UDS) - INPUTS

4. AUTHORITY.....: DI-MISC-80508A
5. CONTRACT REFERENCE.....:
6. REQUIRING OFFICE.....: SMC/Det12/RP **9. DIST. STATEMENT REQUIRED.....:** C **12. DATE OF FIRST SUBMISSION:** See Block 16
7. DD250 REQ.....: LT **10. FREQUENCY.....:** AS REQ **13. DATE OF SUBSEQUENT SUBM.:** See Block 16
8. APP CODE.....: N/A **11. AS OF DATE.....:**

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC/DET 12/RP		1
	NGC		1
	SMC/DET 9		1
	LAUNCH CONTR		1
	15. TOTAL:		4

16. REMARKS
 Submit in Range Universal Documentation System (UDS) formats, Per RCC Document 501-97.

 Submit Range Information inputs for Launch Vehicle Contractor prepared Program Requirements Document for each new Program, Range or major Launch Vehicle configuration. Submit in accordance with range requirements.

 Submit Operations Requirements Documents inputs for Launch Contractor prepared Pre-launch Operations and for Launch Operations. ODs are required for each mission. Submit PSP inputs 300D prior to Launch. Submit OD inputs 150D prior to the start of range support requirement. Any changes to submittal requires an update.

 Submit inputs required for Lead Range Program Support Plan (PSP) and Operation Directives (OD)

 BLOCK 14:

 Electronic submittal required.

17. PRICE GROUP: **18. ESTIMATED TOTAL PRICE :**
G. PREPARED BY: **I. APPROVED BY:**
H. DATE: **J. DATE:**

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**Form Approval OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO.:
B. EXHIBIT.....: A
C. CATEGORY.....: TDP
1. DATA ITEM NO.....: A004
2. TITLE OF DATA ITEM.....: TECHNICAL REPORT-STUDY/SERVICES
3. SUBTITLE.....: POST FLIGHT REPORT / DATA

D. SYSTEM/ITEM.....: SPACEPORT
E. CONTRACT/PR NO.:
F. CONTRACTOR.....:

4. AUTHORITY.....: DI-MISC-80508A
5. CONTRACT REFERENCE.....:
6. REQUIRING OFFICE.....: SMC/Det12/RP **9. DIST. STATEMENT REQUIRED.....:** C **12. DATE OF FIRST SUBMISSION:** See Block 16
7. DD250 REQ.....: LT **10. FREQUENCY.....:** ONE/R **13. DATE OF SUBSEQUENT SUBM.:** See Block 16
8. APP CODE.....: N/A **11. AS OF DATE.....:**

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC/DET 12/RP		1
	NGC		1
	LAUNCH CONTR		1
	15. TOTAL:		3

16. REMARKS
BLOCK 4:
 Contractor format acceptable.
 The report shall identify as a minimum a summary of activities performed for launch support and could include the following if performed by the contractor: all data collected, signal strength, problems occurred and resolution, site configuration for launch (comm nets, telemetry, radar).
BLOCKS 12, 13 & 14:
 Provide as recorded raw data within 48 hours after launch
 Provide summary report and final processed data within 30 calendar days after launch
 Electronic submittal required unless hard copy is only available.

17. PRICE GROUP: **18. ESTIMATED TOTAL PRICE :**
G. PREPARED BY: **I. APPROVED BY:**
H. DATE: **J. DATE:**

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:	D. SYSTEM/ITEM.....: SPACEPORT
B. EXHIBIT.....: A	E. CONTRACT/PR NO.:
C. CATEGORY.....: TDP	F. CONTRACTOR.....:
1. DATA ITEM NO.....: A005	
2. TITLE OF DATA ITEM.....: INTERFACE REQUIREMENTS SPECIFICATION (IRS)	
3. SUBTITLE.....: INTERFACE CONTROL DOCUMENT (ICD)	
4. AUTHORITY.....: DI-IPSC-81434A	
5. CONTRACT REFERENCE.....:	
6. REQUIRING OFFICE.....: SMC/Det12/RP	9. DIST. STATEMENT REQUIRED.....: C
7. DD250 REQ.....: LT	10. FREQUENCY.....: AS REQ
8. APP CODE.....: A	11. AS OF DATE.....:
	12. DATE OF FIRST SUBMISSION: See Block 16
	13. DATE OF SUBSEQUENT SUBM.: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC/DET 12/RP	1	1
	NGC	1	1
	15. TOTAL:	2	2

16. REMARKS
BLOCK 4:
 Contractor format acceptable.

ICDs shall be used to control the following interfaces:

- ? Launch Vehicle (LV) to Spaceport Launch pad facility
- ? LV Support Equipment to Spaceport facilities
- ? Payload Support Equipment to Spaceport facilities

BLOCKS: 8, 10, 12 & 13:

- ? Draft of "LV to Spaceport Launch Pad" at LV Contractor CDR or MDR 2
- ? Final of all interface ICDs due 30D prior to first use of spaceport facility

BLOCK 14:
 Electronic submittal required.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE :
G. PREPARED BY:	I. APPROVED BY:
H. DATE:	J. DATE:

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**Form Approval OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO.:
B. EXHIBIT.....: A
C. CATEGORY.....: TDP
1. DATA ITEM NO.....: A006
2. TITLE OF DATA ITEM.....: TECHNICAL REPORT-STUDY/SERVICES
3. SUBTITLE.....: LAUNCH BASE SUPPORT PLAN

D. SYSTEM/ITEM.....: SPACEPORT
E. CONTRACT/PR NO.:
F. CONTRACTOR.....:

4. AUTHORITY.....: DI-MISC-80508A
5. CONTRACT REFERENCE.....:
6. REQUIRING OFFICE.....: SMC/Det12/RP
7. DD250 REQ.....: LT
8. APP CODE.....: A
9. DIST. STATEMENT REQUIRED.....: C
10. FREQUENCY.....: ONE/R
11. AS OF DATE.....:
12. DATE OF FIRST SUBMISSION: See Blk 16
13. DATE OF SUBSEQUENT SUBM.: R/ASR

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC/DET 12/RP		1
	NGC		1
	15. TOTAL:		2

16. REMARKS
BLOCK 4:
 Contractor format acceptable.
 Add Paragraph 3
 The Launch Base Support Plan shall include as a minimum:
 - All Spaceport facilities used and drawings of launch pad
 - Communication Networks
 § Comm Plan for specific launch
 § Comm stations with nets/phones identified by functional name
 - Facilities capabilities for:
 § Radar (metric and tracking)
 § Telemetry
 § Etc
 - Day to Day Support Plan for launch campaign
 § Daily list of support required and identified actual support provision
 § Plan prior to launch campaign to provide identified support via UDS Docs.

BLOCK 8, 10, 12 & 13:
 Submit Draft 30D prior to Facility Readiness Review.
 Revisions as required to maintain accuracy.

BLOCK 14:
 Electronic submittal required.

17. PRICE GROUP: **18. ESTIMATED TOTAL PRICE :**
G. PREPARED BY: **I. APPROVED BY:**
H. DATE: **J. DATE:**

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**Form Approval OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO.:		D. SYSTEM/ITEM.....:	SPACEPORT
B. EXHIBIT.....:	A	E. CONTRACT/PR NO.:	
C. CATEGORY.....:	TDP	F. CONTRACTOR.....:	
1. DATA ITEM NO.....:	A007		
2. TITLE OF DATA ITEM.....:	SCIENTIFIC AND TECHNICAL REPORTS		
3. SUBTITLE.....:	CERTIFICATE OF FACILITY READINESS (COFR)		
4. AUTHORITY.....:	DI-MISC-80711A		
5. CONTRACT REFERENCE.....:			
6. REQUIRING OFFICE.....:	SMC/Det12/RP	9. DIST. STATEMENT REQUIRED.....:	C
7. DD250 REQ.....:	LT	10. FREQUENCY.....:	ONE/R
8. APP CODE.....:	A	11. AS OF DATE.....:	
12. DATE OF FIRST SUBMISSION:			See Block 16
13. DATE OF SUBSEQUENT SUBM.:			R/ASR

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC/DET 12RP	1	1
	NGC	1	1
	SMC/DET9	1	1
	15. TOTAL:	3	3

16. REMARKS
BLOCK 4:
 Contractor format acceptable.
 Add Paragraph 10.4 COFR Contents
 The COFR shall contain as a minimum:

- List of facilities as required in the UDS Docs
- Specific testing used to confirm readiness by facility, capability, etc. (comm station, power station, back-up power, range control building, launch pad, fiber optic cable, cable to launch pad, etc)
- Results of testing
- Actual statement (in writing) of readiness one month prior to start of launch campaign

BLOCK 8, 12 & 13:
 Submit Draft 30D prior to Facility Readiness Review.
 Submit 30 days after government approval.
 Revisions as required to maintain accuracy.

BLOCK 14:
 Electronic submittal required.

17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE :	
G. PREPARED BY:		I. APPROVED BY:	
H. DATE:		J. DATE:	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**Form Approval OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO.:	See Block 16	D. SYSTEM/ITEM.....:	Spaceport
B. EXHIBIT.....:	B	E. CONTRACT/PR NO.:	
C. CATEGORY.....:	MGMT	F. CONTRACTOR.....:	
1. DATA ITEM NO.....:	B001		
2. TITLE OF DATA ITEM.....:	CONTRACT FUNDS STATUS REPORT		
3. SUBTITLE.....:			
4. AUTHORITY.....:	DI-MGMT-81468		
5. CONTRACT REFERENCE.....:			
6. REQUIRING OFFICE.....:	SMC/Det 12/RP	9. DIST. STATEMENT REQUIRED.....:	C
7. DD250 REQ.....:	LT	10. FREQUENCY.....:	QTRLY
8. APP CODE.....:	N/A	11. AS OF DATE.....:	0
12. DATE OF FIRST SUBMISSION:	See Block 16		
13. DATE OF SUBSEQUENT SUBM.:	See 16		

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC DET 12/FMR		1
	15. TOTAL:		1

16. REMARKS

BLOCK 4: Contractor format is acceptable.

Delete paragraphs: 10.2.4, 10.2.5, 10.2.9, 10.2.10, 10.2.11.4.1, 10.2.11.4.2, 10.2.11.8, 10.2.11.9, 10.2.11.10, 10.2.12 through 10.2.12.5, and 10.2.14.

Add to paragraph 10.2.13.1 as follows: Under a monthly heading, i.e., Jan, Feb, Mar, etc., enter the actual amount received from the government, identified by ACRN and the cumulative total, without forecasts or unpaid bill accounts.

Add to paragraph 10.2.13.1 as follows: Under a monthly heading, i.e., Jan, Feb, Mar, etc., enter the actual amount received from the government, identified by ACRN and the cumulative total, without forecasts or unpaid bill amounts.

BLOCK 12: Submit 15 days after the close of the first full accounting quarter of performance following contract award.

BLOCK 13: Submit 15 days after the close of each subsequent accounting quarter.

BLOCK 14: Submit electronically in Excel 5.0, or other version compatible with SMC Det 12/FMR by electronic media (Email, CD, DVD, Zip Disk, etc).

17. PRICE GROUP:	I. APPROVED BY:
G. PREPARED BY:	J. DATE:
H. DATE:	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:
 B. EXHIBIT.....: B
 C. CATEGORY.....: MGMT
 D. SYSTEM/ITEM.....: SPACEPORT
 E. CONTRACT/PR NO.:
 F. CONTRACTOR.....:
 1. DATA ITEM NO.....: B002
 2. TITLE OF DATA ITEM.....: CONFERENCE MINUTES
 3. SUBTITLE.....: MEETING MINUTES

4. AUTHORITY.....: DI-ADMN-81250A
 5. CONTRACT REFERENCE.....:
 6. REQUIRING OFFICE.....: SMC/Det12/RP
 7. DD250 REQ.....: LT
 8. APP CODE.....: N/A
 9. DIST. STATEMENT REQUIRED.....: C
 10. FREQUENCY.....: ONE/R
 11. AS OF DATE.....:
 12. DATE OF FIRST SUBMISSION: See Block 16
 13. DATE OF SUBSEQUENT SUBM.: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	
		DRAFT	REPR
	SMC/DET 12/RP	1	1
	NGC	1	1
	EACH ATTENDEE		1
	15. TOTAL:	2	3

16. REMARKS
 BLOCK 4:
 Add Paragraph 10.3
 Presentation material shall consist of all materials necessary to confirm that all meeting specific requirements are being met.
 Contractor format acceptable.
 BLOCK 10, 12 & 13:
 Provide copies of presentation material for meetings 7 calendar days prior to meeting.
 Provide minutes and Action Items meeting 7 calendar days following meeting.
 BLOCK 14:
 Electronic submittal of Action Items.

17. PRICE GROUP:
 G. PREPARED BY:
 H. DATE:
 18. ESTIMATED TOTAL PRICE :
 I. APPROVED BY:
 J. DATE:

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)

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 officer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.214-16 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.

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

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(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 under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

____ (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 Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; 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
_____	_____

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

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

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****
---	--------------------------	-----------------------------------	---

*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)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (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)

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

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

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

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 Quantity Indefinite Delivery (IDIQ) Spaceports 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 Documents (TRDs) for the Sample Mission Task Order, the Initial Study Task Order (Task Order 1), and the Cosmic Task Order (Task Order 2). The Sample Mission Task Order TRD details the minimum capabilities required to be eligible for a Spaceports 2 basic contract award. The initial study TRD identifies requirements for a study to determine 1) the reaction time to support launches; and 2) Peacekeeper motor launch capabilities. This study task order will be awarded to each spaceport awarded a basic contract. In addition, the TRD for the Cosmic launch (Task Order 2) is provided and will be awarded along with the basic contract to one of the basic contract awardees. As the Cosmic Task Order is a southwesterly orbit, it is anticipated that only West Coast Spaceports could support this mission.

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 Technical Requirement Document(s) (TRDs) 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.

2.1 General Information

2.1.1. Points of Contact

The Contracting Officer (CO), Mr. Ken 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.

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(s) as set forth below for the Sample Mission, Initial Study, and Cosmic Mission (if applicable). 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. For the initial study TRD, only an executive summary and cost/price volume is required.

Volume	Title	Page Limit	Hard Copies Required	
I		Executive Summary*		
		-Sample Mission	5	7+(1 Electronic)
		-Cosmic Mission	5	7+(1 Electronic)
		-Study	1	7+(1 Electronic)
II		Mission Capability	20 (per Task Order)	7+ (1 Electronic)
II		- Integrated Management Plan (IMP)	10 (per task Order)	7+(1 Electronic)
II		- Integrated Master Schedule (IMS)	Unlimited	7+(1 Electronic)
III		Cost/Price*	Unlimited (Goal of 25)	3+(1 Electronic)
IV		Past Performance	10	3+(1 Electronic)
V		Contract Documentation	N/A	3

* Required for the Initial Award study effort.

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. 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. 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, consent forms and client authorization letters.

2.2.2 Cost or Pricing Information

All cost or pricing information shall be addressed ONLY in the Cost/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 "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.

3.0 Volume I - Executive Summary

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

3.1 Narrative Summary

For the Sample Mission and Cosmic Task Order (if applicable), 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.

For the Initial Study Task Order, the executive summary shall describe the offeror's technical approach to meeting the requirements of the Study TRD. The study is not to exceed \$15K.

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 Task Order (and Cosmic Task Order if applicable). All the requirements specified in the Sample Task Order 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 Government prepared Statement of Objectives and Technical Requirements Documents (TRDs) for the Sample Mission Task Order and the Cosmic Task Order (Task Order 2). 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, CSOW paragraph, applicable CLIN, and WBS element. 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. The same process will be used for those bidding on the Cosmic Task Order, except only mission specific updates to the IMP are required.

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

Requirement	How Met	How Verified	Risk
Provide communication	Dices communication	A communication check	Low, used successfully

4.2.3 Volume Organization

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

Table of Contents
List of Table and Drawings
Glossary

Subfactor 1: Launch Facilities
Subfactor 2: Launch Operations
Subfactor 3: Range and Range Integration Support
Resumes of key personnel

4.2.4 Subfactor 1: Launch Facilities

4.2.4.1 Capabilities

The offeror shall provide the overall launch support facilities, infrastructure and services for use by the Launch Program for processing and launch of a launch vehicle. The TRD(s) encapsulates objectives and requirements to support this operation. The capabilities should include a listing of acceptable launch azimuths, facilities, communication support, fiber/copper to launch pad, etc. Define physical interfaces with Launch Sites, Facilities, and the Range. Identify any modifications required to interface with the launch vehicle.

4.2.4.2 Spaceport Integration Process

During the mission planning process and following delivery of the flight and ground hardware, the government requires information on spaceport capability and insight into support status throughout the integration process to ensure timely and effective integration of the launch team with the site. The offeror shall define physical interfaces with Launch Sites, Facilities, and the Range. Identify required facilities and any modifications required to interface with the launch vehicle. Define other range support requirements.

4.2.4.3 Support Equipment (SE)

(a) 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.

(b) 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.

4.2.4.4 Other Capabilities

The offeror shall identify their specific capabilities for the items identified in TRD Paragraph 3.1.2 Spaceport Capability. These items are: 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).

4.2.4.5 Facility Readiness Reviews

The offeror shall propose a 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. 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 XXXX, Certificate of Facility Readiness (COFR).

4.2.5 Subfactor 2: Launch Operations

4.2.5.1 Operations Concept

Identify the operations concept for supporting all launch vehicle contractor field operations including installation and checkout of the support equipment, upper and lower stage assembly emplacement, integrated payload/launch vehicle processing, system integration 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 sufficient 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.

4.2.5.2 Organization

The offeror shall discuss the planned organization, lines of authority, responsibilities and staffing approach. The proposal will detail the ability to provide management support for the Sample Mission (and initial award if applicable) as well as the ability to maintain critical skills during slack periods. Offeror shall show how the proposed organization is responsive to the TRD(s) requirements and would provide timely insight and ensure personnel have experience with 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). Contractor format is acceptable for resumes.

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 Task Order TRD. 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 Task Order 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 shall provide the planned approach for providing adequate Government teams insight including 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 approval.

An update to the Sample Mission IMP is required if bidding on the Initial Cosmic Task Order.

4.2.5.4 Small Business Subcontracting

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.

4.2.5.5 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 a launch capability. 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 initial launch capability.

4.2.5.6 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, and launch contractor 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) sighting (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.

4.2.5.7 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.

4.2.5.8 Support Services

Identify how the following support services identified in the Sample Mission task Order 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.

4.2.6 Subfactor 3: Range & Range Integration Support

4.2.6.1 Range Capabilities

The offeror shall address internal and/or adjacent/provided government range assets available to support prelaunch and launch operations for range tracking, telemetry receiving and range safety instrumentation. Provide specific capabilities of the various range assets. For internal range safety instrumentation, identify the certification method and a POC for the certifying agency.

4.2.6.2 Communications

The offeror shall address the capability of the 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.

4.2.6.3 Interface Control Documents (ICD)

The offeror shall identify the procedures and capabilities to develop and maintain an ICD with the launch vehicle contractor and any potential payload providers. Identify the capabilities to use the Universal Documentation System (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 and Realism

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. Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the offeror. Separately price the Task Orders as applicable.

Data CLINs will not be separately priced. Offerors shall include in their proposal discrete prices for the Sample Mission Task Order, Study Task Order, and Cosmic Task Order (if applicable).

Note: Because of the significant potential impact of associated Government costs on the overall program, the proposals will be evaluated on the overall cost to the Government to include, but not limited to, range support (if

outside the proposal costs) equipment transport, logistics, site specific launch vehicle or support equipment modifications, site specific testing requirements and per diem for the launch campaign. These costs will be determined for each potential launch site and added to each offeror's proposed price in order to determine the overall cost to the Government. The overall calculated price will be used for evaluation purposes only and considered as part of the overall best value determination.

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), and 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 may be required to support price reasonableness or cost realism. Information shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the CO determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit cost or pricing data.

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:

A bottom line price with the following breakout:

- Labor
- Materials
- Travel
- Subcontracts
- Indirects
- Profit
- Total price/Cost

6.0 Volume IV - Past Performance

6.1 Each offeror must submit a past performance volume with their proposal. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the development of the past performance rating.

6.2 For all current or past contracts deemed relevant, provide the contract number, a brief description of the contract, two points of contact (for commercial customers provide the program manager and contracting focal point, an address/mail stop, and a current telephone number for each contract point of contact. For government contracts provide the Government Program Director/Manager and Procuring Contracting Officer (PCO), an address/mail stop, and a current telephone number for each contract point of contact). Relevant past experience means work essentially comparable to the work proposed, with the same or similar scope, performed by the same company/division profit center. Information may include data on efforts performed by other divisions, corporate management critical subcontractors, or teaming subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. In addition, the government requires key personnel resumes, and a description of efforts and accomplishments in designing, constructing, and acquiring infrastructure.

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 and should be provided without any punched holes.

7.1.2 Section B - Supplies or Services and Costs/Prices

For the Study Task Order and Cosmic Task Order, the offeror shall complete pricing information in Section B of the solicitation. Section B is not applicable to the Sample Mission Task Order.

7.1.3 Section F - Deliveries or Performance

The Government's need dates are detailed within Section B. Any offeror exceptions shall be noted for the Study Task Order and Cosmic Task Order. Section F is not applicable to the Sample Mission Task Order.

7.1.4 Section G - Contract Administrative Data

Insert your taxpayer Identification Number in clause G015.

7.1.5 Section H - Special Contract Requirements

Refer to Section H clause, "Performance Based Payments".

7.1.6 Section I - Contract Clauses

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

7.1.7 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

<u>Solicitation Document Paragraph/Page</u>	<u>Requirement/ Portion Rationale</u>
TRD, Solicitation, ITO, Applicable Page and	Identify the requirement Solicitation Document

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.

L011 APPLICABLE CLAUSES (MAY 2002) (TAILORED)

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

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

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

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

(d) 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)

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)

M 1.a. Basis for Contract Award

The Government will select the best overall offer(s), based upon an integrated assessment of Mission Capability/Proposal Risk, Past Performance, and Price/Cost. This is a best value source selection conducted in accordance with Air Force Federal Acquisition Regulation Supplement (AFFARS) 5315.3 and the AFMC supplement (AFMCFARS) thereto. A contract will be awarded to the offeror(s) who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. 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. 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.

M 1.b. Number of Contracts to be Awarded

The Government intends to award up to five (5) 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, or unrealistically high or low in cost when compared to Government estimates, 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 proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. The evaluation factors are listed below.

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 3: Price/Cost

Note that Mission Capability and Past Performance carry the same weight, where Proposal Risk is less significant than Mission Capability and Past Performance and cost is the least significant.

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 the following paragraphs. A proposal risk rating will be assigned to each of the Mission Capability subfactors. Proposal risk represents the risks identified with an offeror's proposed approach as it relates to the Mission Capability subfactor. Price/cost will be evaluated 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 cost/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.1 Mission Capability Factor

M 2.c.1.1 Subfactor 1: Launch Facilities

The facilities criteria are met when:

M 2.c.1.1.1 Capabilities

- The offeror adequately addresses how they will provide the overall launch support facilities, infrastructure and services for use by the Launch Program for processing and launch of the vehicle in the relevant Task Order. The offeror provides copies of agreements with facility owners if facilities are leased or subcontracted (not part of page limit).
- The offeror includes a listing of acceptable launch azimuths, facilities, communication support, fiber/copper to launch pad, etc.
- The offeror defines physical interfaces with Launch Sites, Facilities, and the Range. The offeror clearly identifies any facility modifications required to interface with the launch vehicle.
- The offeror provides a compliance matrix that identifies capabilities and how existing/modifications to facilities meet the requirements.

M 2.c.1.1.2 Spaceport Integration Process

- The offeror has a process that provides timely information on spaceport status and support activities to the Government throughout the integration process.
- The offeror defines physical interfaces with Launch Sites, Facilities, and the Range.
- The offeror identifies required facilities and any modifications required to interface with the launch vehicle.
- The offeror defines other range support requirements as necessary.

M 2.c.1.1.3 Support Equipment (SE)

The offeror provides a description of the support equipment necessary 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.

M 2.c.1.1.4 Other Capabilities

The offeror provides a capabilities list that either identifies their capability or identifies an alternate source (i.e. government range) to provide the following services:

- 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

M 2.c.1.1.5 Facility Readiness Reviews

- 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.
- The offeror proposes an adequate means and schedule for providing vital information to the government on facility and tasked interface support.

M 2.c.1.1.6 Requirements

- The offeror addresses each paragraph of the TRD requirements and provides supporting rationale as to how each of the requirements is met.
- The offeror identifies and categorizes the risks associated with the proposed solution to SOW requirements.
- The offeror defines appropriate mitigators to risks identified

M 2.c.1.2 Subfactor 2: Launch Operations

This subfactor includes the offeror's Operations, Organization, schedule, approach to executing the program as described in the Integrated Master Plan and logistics. The criteria are met when:

M 2 c.1.2.1 Operations Concept

- The offeror adequately describes the operations concept for supporting all launch vehicle contractor field operations including installation and checkout of the support equipment, upper and lower stage assembly emplacement, integrated payload/launch vehicle processing, system integration testing, and launch operations.
- The offeror describes the expected level of involvement in prelaunch, launch and post-launch tasks
- The offeror describes training for government and contractor personnel including how to operate facility, communications, or other equipment.
- The offeror identifies how they will interface with the Launch Site agencies, Launch Vehicle contractor, and Range personnel.
- The offeror addresses the ability to provide the requirements regardless of other launch commitments

M 2.c.1.2.2 Organization:

- The offeror adequately addresses the planned organization, lines of authority, responsibilities and staffing approach.
- 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.
- The offeror adequately demonstrates how the proposed organization is responsive to the TRD requirements and would provide timely insight and ensure personnel have experience with coordinating with the Government, the Range personnel and the Launch Vehicle contractor.
- The offeror demonstrates adequate expertise in the key positions.

M 2.c.1.2.3 Integrated Management Plan:

- The IMP details the activities requiring accomplishment prior to conducting launch site operations for any prelaunch testing (pathfinder if required) and for the launch
- The offeror identifies any schedule, technical, and cost risks and describe a method for mitigation.
- The IMP adequately describes the core activities and processes necessary to implement the tasking in the TRD(s) while satisfying the TRD requirements and support mission planning and integration tasks with the launch vehicle contractor.
- The IMP adequately details associate and/or major subcontractor activities.

--The IMP provides a planned approach for providing adequate Government teams insight including design reviews, program reviews, readiness reviews, post-flight reviews, technical interchange meetings, data submittals and teleconferencing.

--The IMP addresses how discrepancies are documented, tracked and closed.

--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 Small Business Subcontracting

If the offeror is other than a small business, the offeror's Small Business Subcontracting Plan is submitted in accordance with FAR 52.219-9. The Subcontracting Plan clearly details 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 ineligible for award.

M 2.c.1.2.5 Integrated Master Schedule

--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 and Cosmic Mission, if applicable.

--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.

--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

--The offeror provides an acceptable plan for receiving and storing the launch vehicle, ordnance, and launch contractor support equipment.

--The offeror provides an acceptable plan for transportation and handling of launch vehicle and support equipment hardware.

--The offeror identified storage for small ordnance articles with the approved sighting.

--A DDESB (or equivalent) approved plan for handling and storing ordnance and the identified allowable ordnance rating for each facility.

--The offeror provides an acceptable plan for providing inventory control

M 2.c.1.2.6 Engineering Support

--The offeror identifies capability to make necessary modification to the facilities to accommodate the launch vehicle and support equipment.

--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 can provide the identified support services or if the spaceport cannot provide, identify an alternate source for the services.

M 2.c.1.2.8 Requirements

--The offeror addresses each paragraph of the TRD requirements and provides supporting rationale as to how each of the requirements is met.

--The offeror identifies and categorizes the risks associated with the proposed solution to SOW requirements.

--The offeror defines appropriate mitigators to risks identified

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

--The offeror addresses locations and interface capability for range tracking, telemetry receiving and range safety instrumentation to support prelaunch and launch operations.

--Offeror provides specific capabilities of the various range assets

--If using a non-military/NASA range, identify the certification method and a POC for the certifying agency.

M 2.c.1.3.2 Communications

- The offeror has the minimum five communication nets and can connect to the launch pad (and equipment vault), telemetry receiving station, radars station, launch control center, flight safety, ground safety, etc.
- The offeror has the ability to connect outside agencies and radio communication into the comm. nets.
- The offeror can identify their phone and Internet capability and the ability for customers to use.

M 2.c.1.3.3 Interface Control Documents

- The offeror has the ability to create and track ICD(s) with the launch vehicle and payload providers and the government (or its agents).
- The offeror is familiar with the UDS and can provide inputs to or develop the UDS documents to interface with a government range.

M 2.c.1.3.4 Requirements

- The offeror addresses each paragraph of the TRD requirements and provides supporting rationale as to how each of the requirements is met.
- The offeror identifies and categorizes the risks associated with the proposed solution to SOW requirements.
- The offeror defines appropriate mitigators to risks identified

M 2.c.2 Past Performance

Under the Past Performance factor, the Performance Confidence Assessment represents the evaluation of an offeror's present and 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. The Past Performance Factor is equal in importance to the Mission Capability Factor. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance which is relevant to the Mission Capability subfactors. In determining relevance, consideration will be given to type of trajectories launched (i.e. orbital, ballistic, etc), range of vehicles launched (short vs. long), mission complexity (including requirements for telemetry, FTS, and tracking), engineering support provided for developing interfaces, range support provided, , contract scope and type, and schedule. 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 (risks and strengths) 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 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 an "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.

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

Subfactor 1: Launch Facilities

Relevancy Rating High = 5 Medium = 3 Low = 1 None

Provided launch facilities that supported both orbital and ballistic launches. The ballistic launches supported included short range, <3000 km and long range >3000 km. Supported more the two orbital launches. Each launch vehicle was successfully integrated onto the spaceport. The launches required telemetry, FTS and tracking (GPS and/or tracking radars). Provided launch facilities that supported either orbital and/or ballistic launches. Provided support to one launch vehicle, either ballistic or orbital launch. Each launch vehicle was successfully integrated onto the spaceport. The launches required telemetry, FTS and tracking (GPS and/or tracking radars). Provided launch facilities that supported any launches. Each launch vehicle was successfully integrated onto the spaceport. The launches required telemetry. No launches supported to date.

Subfactor 2: Launch Operations

Relevancy Rating High = 5 Medium = 3 Low = 1 None

Provided launch operations support for both orbital and ballistic launches. The ballistic launches supported included short range, <3000 km and long range >3000 km. Supported more the two orbital launches. Each launch vehicle was successfully integrated onto the spaceport. The launches required telemetry, FTS and tracking (GPS and/or tracking radars). Engineering support included working interface with launch pad and launch control center. Provided launch operations support for either an orbital or ballistic launches. Each launch vehicle was successfully integrated onto the spaceport. The launches required telemetry, FTS and tracking (GPS and/or tracking radars). Engineering support included working interface with launch pad and launch control center. Provided launch operations support for any launches. Any launch vehicle was successfully integrated onto the spaceport. The launches required telemetry. Engineering support included working interface with launch pad and launch control center. No launches supported to date.

Subfactor 3: Range and Range Integration Support

Relevancy Rating High = 5 Medium = 3 Low = 1 None

Provided range or integrated a government range into Spaceport operations. The range support included telemetry receiving, real-time displays, tracking (GPS or radar), FTS command destruct transmitter and ground safety. If using a Spaceport provided FTS system, it was certified by an established government range. Provided range or integrated a government range into Spaceport operations. The range support included telemetry receiving, and real-time displays. Launch vehicle program office provided flight and ground safety. Successfully integrated a government range into the Spaceport. No flight test operations.

M 2.c.3 Proposal Risk Factor

Proposal Risk will be evaluated at the Mission Capability factor 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 cost, 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.4 Cost or Price Factor

The offeror's cost/price proposal will be evaluated in the following manner for award purposes. The Government will consider the total price proposed as detailed in Section B of this solicitation.

The Government will evaluate the realism of each offeror's proposed costs. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. The Cost/Price Realism Assessment (CPRA) will consider technical/management risks identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistically low and technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the CPRA for each offeror. When the Government evaluates an offer as unrealistically low compared to the anticipated costs of performance and the offeror fails to explain these underestimated costs, the Government will consider, under the applicable Proposal Risk subfactor, the offeror's lack of understanding of the technical requirements of the corresponding Mission Capability subfactor.

Additionally, the offerors will be evaluated on the overall cost to the Government to include, but not limited to, range support (if outside the proposal costs) equipment transport, logistics, site specific launch vehicle or support equipment modifications, site specific testing requirements per diem for the launch campaign, etc. These costs will be determined for each potential launch site and added to each offeror's proposed price in order to determine the overall cost to the Government. The overall calculated price will be used for evaluation purposes only and considered as part of the overall best value determination.

M.2.d Initial Study Evaluation

The initial study executive summary will be evaluated as acceptable/ unacceptable based on technical approach.

M.2.e 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.

M.2.f 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