

<b>SOLICITATION, OFFER AND</b>		1. THIS CONTRACT IS A RATED ORDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   28
2. CONTRACT	3. SOLICITATION H92222-05-R-0016	4. TYPE OF <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE	
7. ISSUED BY U.S. SPECIAL OPERATIONS COMMAND/SOAL-K 1701 TAMPA POINT BLVD ATTN: THOMAS BLANKENHORN MACDILL AFB FL 33621-5323		CODE H92222	8. ADDRESS OFFER <b>See Item</b>	If other than Item CODE	
TEL: 813-281- FAX: 813-281-				TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item handcarried, in the depository located \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all conditions contained in this

10. FOR INFORMATION: A. NAME CALL: THOMAS F	B. TELEPHONE (include area (NO COLLECT CALLS): (813) 281-0580	C. E-MAIL ADDRESS: blank
---	---	--------------------------

**11. TABLE OF CONTENTS**

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE</b>			<b>PART II - CONTRACT</b>		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	20 - 21
X B	SUPPLIES OR SERVICES AND PRICES/	2 - 9	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER</b>		
X C	DESCRIPTION/ SPECS/ WORK	10 - 11	<b>J LIST OF ATTACHMENTS</b>		
X D	PACKAGING AND MARKING	12	<b>PART IV - REPRESENTATIONS AND</b>		
X E	INSPECTION AND ACCEPTANCE	13 - 14	<b>REPRESENTATIONS, CERTIFICATIONS</b>		
X F	DELIVERIES OR	15 - 16	X K	OTHER STATEMENTS OF	22 - 25
X G	CONTRACT ADMINISTRATION DATA	17 - 18	X L	INSTR. CONDS. AND NOTICES TO	26 - 28
X H	SPECIAL CONTRACT	19	M	EVALUATION FACTORS FOR	

**OFFER (Must be fully completed by**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance

12. In compliance with the above, the undersigned agrees, if this offer is accepted \_\_\_\_\_ calendar days (60 calendar days unless a different is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set each item, delivered at the designated point(s), within the time specified in the

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of to the SOLICITATION for offerors and related documents numbered and	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED SIGN OFFER (Type or print)
----------------------------------	------	----------	--

15B. TELEPHONE NO (include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE POINTS DIFFERENT FROM ABOVE - SUCH ADDRESS IN	17. SIGNATURE	18. OFFER DATE
---------------------------------------	---	---------------	----------------

**AWARD (To be completed by**

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND
--------------------------	------------	--------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 233(c)X	23. SUBMIT INVOICES TO ADDRESS SHOWN ITEM (* Copies unless otherwise specified)
---	--

24. ADMINISTERED BY (if other than Item) CODE	25. PAYMENT WILL BE MADE CODE
---	-------------------------------

26. NAME OF CONTRACTING OFFICER (Type or TEL: EMAIL:	27. UNITED STATES OF (Signature of Contracting	28. AWARD DATE
---	---	----------------

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MTX 1.2 FFP PART NUMBER: 01-P58900N FOB: Destination	76	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BRACKET-MP FFP PART NUMBER: 01-P53861F FOB: Destination	80	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MOUNT, MAG FFP PART NUMBER: BNCMMBNC FOB: Destination	90	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	ANTENNA 3.3VPA FFP PART NUMBER: AT575-590-SMAF-000 FOB: Destination	90	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ANTENNA 6 IN W FFP PART NUMBER: GD14-355 FOB: Destination	96	Each		

---

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CABLE FFP PART NUMBER: 30-P50029L042 FOB: Destination	86	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CABLE FFP PART NUMBER: 30-P50029L072 FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	CABLE FFP PART NUMBER: 30-P53864F144 FOB: Destination	10	Each		

---

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	CABLE FFP PART NUMBER: 30-P53863F144 FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CABLE FFP PART NUMBER: 30-P53864F120 FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	CABLE FFP PART NUMBER: 30-P53863F120 FOB: Destination	10	Each		

---

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	CABLE FFP PART NUMBER: 30-P53884F FOB: Destination	86	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	CABLE FFP PART NUMBER: 30-P53878F FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	CABLE FFP PART NUMBER: 30-P53877F FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	CABLE FFP PART NUMBER: 30-P53876F FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	CABLE FFP PART NUMBER: 30-P50030L042 FOB: Destination	86	Each		

---

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	CABLE FFP PART NUMBER: 30-P50030L072 FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	CABLE FFP PART NUMBER: 30-P53863F144 FOB: Destination	10	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	CABLE FFP PART NUMBER: 30-P50033L001 FOB: Destination	24	Each		

---

NET AMT

---



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	MINOR REPAIR FFP Minor repair of MTX units FOB: Destination	8	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	MAJOR REPAIR FFP Major repair of MTX units. FOB: Destination	5	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	DIAGNOSTICS FFP Troubleshooting of MTX units repaired through CLINs 0020 & 0021. FOB: Destination	24	Each		

---

NET AMT

---

## Section C - Descriptions and Specifications

STATEMENT OF WORKSTATEMENT OF WORK  
PROCUREMENT, LOGISTICS AND SUSTAINMENT SUPPORT  
OF BLUE FORCE TRACKING (BFT) ITEMS**1.0 SCOPE**

This Statement of Work (SOW) describes supplies, services, and support to be provided by the contractor in support of Special Operations Forces (SOF) Blue Force Tracking (BFT). The BFT effort and this contract will be managed by USSOCOM Program Manager, Command, Control and Communications (PMC3), the BFT Deputy PM (DPM) and the Contracting Officer.

**2.0 REQUIREMENTS****2.1 PROGRAM MANAGEMENT**

The contractor shall provide a Program Manager who will serve as the contractor point-of-contact to manage this effort, provide deliverables and feedback, and resolve issues

**2.2 CONTRACTOR LOGISTICS SUPPORT**

The Contractor shall furnish all qualified labor, supervision, materials, equipment, tools, appliances, and services to repair the BFT items. Repair shall be performed at the Contractor's facility. The Contractor shall repair the MTX as soon as possible dependent upon resource and part availability. If the repair is expected to take longer than 60 days, GDC4S will contact the Government Point of Contact (POC) and provide a completion date. Each maintenance action shall be recorded and billed at a firm-fixed price established in Section B of this contract. The Government shall pay to ship failed systems to the Contractor's facility. The Contractor shall pay for shipping the repaired systems back to the Government (owning organization), through the shipping CLIN.

- a. Prior to beginning any repair on SOF BFT assets in support of this SOW, the Contractor shall request and the Government shall provide, via e-mail, authorization to proceed. The email authorization will include a specific reference to the system serial number. The Contractor will not be compensated for repairs accomplished on non-SOF assets or without Government authorization.
- b. The Contractor shall repair the item on a firm-fixed price basis as identified in Section B of the contract. Upon written (e-mail) approval of the estimate, the Contractor will complete the repair. Contractor repair procedures shall include test, teardown, evaluation, cleaning, repair actions, functionally testing, upgrading, and preparing for shipment. If the Government decides the item is beyond economical repair then the Government will provide disposition instructions to the Contractor. Unserviceable items and components may be replaced with an item of a higher revision level. Items and components provided as replacement parts must be compatible with all interfacing components of the existing system.
- c. All repairs shall be in accordance with the Contractor's established shop methods and procedures and shall be accomplished with the special tools and test equipment developed and/or provided as GFE for this purpose. The Contractor shall maintain a relationship with the provider of the GFE equipment and notify the BFT DPM if there is any change in the status or availability of that GFE. All repaired equipment shall comply with the requirements of this contract.
- d. The terms "serviceable condition" and "serviceable", as used herein, mean that condition in which an item is capable of meeting all initial operational and functional requirements. Minor cosmetic defects, which do not affect the installation and operation of the items, do not require correction or repair.
- e. Any approved modification to items required or allowed by the contract and not previously accomplished shall be done by the Contractor at the time of repair. Each modified item shall meet form, fit, and function of the item for

which it was modified or changed and be two-way interchangeable (i.e. unmodified items shall operate in place of modified items and modified items shall operate in place of unmodified items).

f. The Contractor shall be responsible for the initial lay-in of piece parts and for obtaining replenishment units and spare piece parts required for use in the repair of failed items. These parts shall remain the property of the Contractor until incorporated into the failed items at which time they become Government property. All parts removed during repair become the property of the Contractor. Used/salvaged parts can be used for repairs.

### 2.3.1 Reserved

### 2.3.2 Turn-In Procedures

The following procedures shall be used to turn in items to the Contractor for repair. These procedures apply to USSOCOM users after the BFT DPM has been notified and has authorized the turn-in.

Step 1. The user ships the non-functioning item(s) to the following address:

General Dynamics  
M/D H1223 (ATTN: MTX Repair)  
8201 E. McDowell Road  
Scottsdale, AZ 85257

The user should include the point of contact's name, telephone number, shipping address (stateside only), item serial numbers, description of failure and tracking number received from the BFT DPM.

Step 2. The Contractor shall email the BFT DPM or designated representative to confirm receipt and obtain authorization to proceed with repairs based on diagnosis and established levels of repair cost categories. If the BFT DPM authorizes the repair, the unit is repaired and the appropriate charge is made to the contract repair line item. If the repair is not approved, the Government shall provide disposition instructions.

Step 3. The Contractor tests, packages, and ships the repaired unit back to the Government (user) at the address provided by the BFT DPM, then emails the BFT DPM to provide shipping details (e.g., FedEx tracking number).

### 3.0 TECHNICAL DATA

The Contractor shall continue to provide and maintain User's Manuals, flip cards and other technical data to operate and support BFT systems. These materials are currently provided with each end item/system. Updates should be made as necessary with no additional cost to the Government.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

5652.246-9001 Material Inspection and Receiving Reports (DD 250) Addresses (2001)

Material Inspection and Receiving Reports shall be transmitted electronically in accordance with DFAR 252.246-7000 to the following addresses:

(a) Contracting Office:

Lisa Costello

USSOCOM-SOAL-KBA  
Email: [costell@socom.mil](mailto:costell@socom.mil)

(b) Requiring Activity Official:

Isabella Wooldridge  
HQ USSOCOM/PMC3  
Email: [wooldri@socom.mil](mailto:wooldri@socom.mil)

(c) The payment office: See block 25 of SF33.

## Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	MTX ITEMS	PART NUMBER	AFSOC QTY	CNSWG-1 QTY	CNSWG-2 QTY	CNSWG-3 QTY	CNSWG-4 QTY	TOTAL QTY
0001	MTX 1.2	01-P58900N	0	29	29	9	9	76
0002	Bracket-MP	01-P53861F	0	30	30	10	10	80
0003	Mount, Mag	BNCMMBNC	0	33	33	12	12	90
0004	Antenna-3.3vPA	AT575-590-SMAF-000	0	33	33	12	12	90
0005	Antenna-6 IN W	GD14-355	0	35	35	13	13	96
0006	Cable	30-P50029L042	0	32	32	11	11	86
0007	Cable	30-P50029L072	0	5	5	0	0	10
0008	Cable	30-P53864F144	10	0	0	0	0	10
0009	Cable	30-P53863F144	10	0	0	0	0	10
0010	Cable	30-P53864F120	10	0	0	0	0	10
0011	Cable	30-P53863F120	10	0	0	0	0	10
0012	Cable	30-P53884F	0	32	32	11	11	86
0013	Cable	30-P53878F	0	5	5	0	0	10
0014	Cable	30-P53877F	0	5	5	0	0	10
0015	Cable	30-P53876F	0	5	5	0	0	10
0016	Cable	30-P50030L042	0	32	32	11	11	86
0017	Cable	30-P50030L072	0	5	5	0	0	10
0018	Cable	30-P53863F144	0	5	5	0	0	10
0019	Cable	30-P50033L001	0	9	9	3	3	24

AFSOC

HQ AFSOC DON  
100 Bartley St., Suite 147W  
ATTN: LtCol Anthony Logue  
Hurlburt Field, FL 32544  
DODAAC: F2FF06  
PH: 850 884 4612

CNSWG1

Commander NSWG ONE  
Logistics Support Unit ONE  
3632 Guadalcanal Road, MSC/N-6/BFT  
ATTN: John Williams  
San Diego, CA 92155-5538  
DODAAC: N3099A  
PH: 619 437 2491

CNSWG2

Commander Naval Special Warfare Group TWO  
Logistics Support Unit TWO  
1300 Helicopter Rd., BLDG 3854, N6  
ATTN: IT1 Victoria Bird  
Norfolk, VA. 23521-2944  
DODAAC: HM1561  
PH: 757 462 2224

CNSWG3

Commander NSWG ONE  
Logistics Support Unit ONE  
3632 Guadalcanal Road, MSC/N-6/BFT,  
ATTN: John Williams (LT Oldem)  
San Diego, CA 92155-5538  
DODAAC: N3099A  
PH: 619 437 2491

CNSWG4

Commander Naval Special Warfare Group 4  
2220 Schofield Road, STE 100  
ATTN: ETC(SW) Jeff Aldredge  
Norfolk, VA 23521-2846

DODAAC: H92242  
PH: 757 492 1267

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991



## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

## 5652.232-9003 Instructions to Paying Office (2001)

(a) The Contracting Office Point of Contact is: (Insert Contracting Officer or Specialist name, organization, address and, phone number)

(b) The (Insert "Contracting Officer's Representative" or "Requiring Activity Official" is: (Insert COR or RAO name, organization, address, and phone number after award)

(c) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, or otherwise designated paying office. Invoice(s) should be forwarded directly to the designated paying office.

(d) Payment to the contractor shall be mailed to the following address (Contractor to insert mailing address if other than address shown on SF-26, SF-33 or DD Form 1155):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Special Payment Instructions: (Insert special paying instructions if any).

## 5652.232-9004 Distribution of Vouchers/Invoices (2003)

(a) The contractor shall forward vouchers/invoices to the addresses below in a simultaneous mailing.

(1) The original and six (6) copies shall be submitted to:

*(If this is a cost type contract Insert the addresses of the cognizant DCAA office otherwise insert appropriate billing office.)*

(2) One copy shall be submitted to:

*(Insert Requiring Activity Official or Contracting Officer Representative name, organization, address and phone number.)*

(3) One copy shall be submitted to the Contracting Officer.

(b) Contract Completion voucher shall be submitted to: *(Insert office where the final invoice will be submitted along with instructions to the DCAA for forwarding the final invoice to the ACO or CO where applicable.)*

(c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

Alternate I:

(a) The contractor shall simultaneously forward vouchers/invoices as called for in the contract to the following government representatives at the address(s) provided upon contract award:

1. Contracting Officer/Administrative Contracting Officer: Original and one copy.

2. Contracting Officer's Representative: One copy.

(b) The contract completion voucher shall be submitted to: *(Insert office where the final invoice will be submitted along with instructions to the DCAA for forwarding the final invoice to the ACO or CO if applicable.)*

(c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

---

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5652.209-9002 Use of Contractor Support/Advisory Personnel for Review of Proposals (2001)

The offeror's attention is directed to the fact that contractor consultant/advisors to the Government will review and provide support during proposal evaluations. When appropriate, non-government advisors may have access to offeror's proposals and may be utilized to objectively review a proposal in a particular functional area and provide comments and recommendations to the Government's decision makers. They may not establish final assessments of risk, rate or rank offerors' proposals. All advisors shall comply with procurement Integrity Laws and shall sign Non-Disclosure and Rules of Conduct/Conflict of Interest statements. The Government shall take into consideration requirements for avoiding conflicts of interest and ensure advisors comply with safeguarding source selection and proprietary data. Submission of proposal in response to the solicitation constitutes approval to release the proposal to Government Support Contractors.

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2002)

The offeror's attention is directed to the fact that contractor personnel will assist the Government in a contract specialist role for solicitation issuance, proposal receipt and evaluation/analysis. Submission of proposal in response to the solicitation constitutes approval to release the proposal to Government Support Contractors, who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest statements.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5652.239-9000	Privacy or Security Safeguards. (2000)	JUN 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.252-2 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):

(End of clause)

#### 5652.201-9001 Technical Representative (2000)

(a) The Contracting Officer may appoint one or more Government employees as a technical representative to assist the Contracting Officer with scientific engineering or field of discipline matters directly related to the contract. The technical representative is not authorized to act on behalf of the Contracting Officer or to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(b) The appointments will be in writing, signed by the Contracting Officer. *To be completed after contract award:*

(c) The Technical Representative appointed to this contract is fill in name and can be reached at:

Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#### 5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-8	Annual Representations and Certifications	JAN 2005
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.225-2	Buy American Act Certificate	JUN 2003
52.225-4	Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate	JAN 2005
52.225-6	Trade Agreements Certificate	JAN 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 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-----

(End of provision)

52.204-5 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 Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)



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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FFP contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 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):

(End of provision)

5652.214-9001 Instructions on Completing Standard Form 33 Solicitation, Offer, and Award (1998)

(a) In addition to the number of copies requested in Block 9 of SF 33 the offeror shall submit one signed original face

(b) All offers shall be mailed to the address shown in block 8 of the SF 33.

(c) The SF 33 shall be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal but not an offer subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 33.

(d) Under no circumstances shall the offeror make alterations or changes to the SF33 or related pages that are a part of the enclosed H92222-05-R-0016. The offeror shall complete required items in the RFP. Space is provided for completion of such information.

(e) Offerors shall complete the Representations, Certifications and Other Statements of Offeror in Section K.

(f) Any amendments to this solicitation will be done on an SF 30 Amendment of Solicitation/ Modification of Contract. Notwithstanding Section L Provision 52.215-01. Amendments shall be acknowledged in accordance with instructions in block 11 of the SF 30. Amendments shall be sent to the address shown in block 8 of the SF 33.

Add the following paragraph in RFPs:

In the event the offeror takes any exceptions to the solicitation, or conditions the proposal, the exceptions and/or conditions shall be set forth in the cover letter of the proposal.

Alternate I:

(a) In addition to the number of copies requested in Block 17 of SF 26 the offeror shall submit one signed original face.

(b) All offers shall be mailed to the address shown in Block 5 of the SF 26.

(c) The SF 26 shall be executed by the representative authorized to commit the offeror to contractual obligations. The authority to sign a proposal but not an offer subject to unilateral acceptance and award is not sufficient authorization to sign the SF 26.

(d) Under no circumstances shall the offeror make alterations or changes to the SF 26 or related pages that are a part of the enclosed (Insert Invitation for Bid or Request for Proposal). The offeror shall complete required items in the (IFB/RFP). Space is provided for completion of such information.

(e) Offerors shall complete the Representations, Certifications and Other Statements of Offeror in Section K.

(f) Any amendments to this solicitation will be done on an SF 30 Amendment of Solicitation/ Modification of Contract. Offerors shall execute acknowledgement of receipt in accordance with the requirements of Section L provision FAR (insert 52.214-3 for IFBs or 52.215-1 for RFPs),

Alternate II:

(a) In addition to the number of copies requested in Block 25 of SF 1447 the offeror shall submit one signed original face.

(b) All offers shall be mailed to the address shown in Block 7 of the SF 1447.

(c) The SF 1447 shall be executed by the representative authorized to commit the offeror to contractual obligations. The authority to sign a proposal but not an offer subject to unilateral acceptance and award is not sufficient authorization to sign the SF 1447.

(d) Under no circumstances shall the offeror make alterations or changes to the SF 1447 or related pages that are a part of the enclosed (Insert Invitation for Bid or Request for Proposal). The offeror shall complete required items in the (IFB/RFP). Space is provided for completion of such information.

(e) Offerors shall complete the Representations, Certifications and Other Statements of Offeror in Section K.

(f) Any amendments to this solicitation will be done on an SF 30 Amendment of Solicitation/ Modification of Contract. Offerors shall execute acknowledgement of receipt in accordance with the requirements of Section L provision FAR (insert 52.214-3 for IFBs or 52.215-1 for RFPs).

5652.215-9006 Submittal of Cost/Price Proposal to DCAA (1998)

The offeror shall submit (*insert number of copies*) of the cost/ price volume directly to the cognizant Defense Contract Audit Agency (DCAA) office. The submission shall be made simultaneously with the submission of the offeror's proposal to the contracting activity.

5652.233-9000 Independent Review of Agency Protests (2001)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Offerors shall submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, Field Assistance Division, 2305 Florida Keys Avenue, MacDill AFB, FL 33621. Fax (813) 828-7504.