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Document Coversheet

Document Description	CONTRACT: N68936-05-D-0026

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Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)
Naval Air Warfare Center Weaopons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
	DO-A7	1 | 104

2. CONTRACT (*Proc. Inst. Ident.*) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
N68936-05-D-0026	20 Jul 2005	0010114687

5. ISSUED BY	CODE	N68936	6. ADMINISTERED BY (*If other than Item 5*)	CODE	S0513A
CDR NAWCWD CODE 230000E ATTN: T. BYRNES (805) 989-0959 575 "I", BLDG 65 POINT MUGU CA 93042-5049			DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA CA 92701-4056		SCD: C

7. NAME AND ADDRESS OF CONTRACTOR (*No., street, city, county, state and zip code*)	8. DELIVERY	
MEGGITT DEFENSE SYSTEMS, INC LISA DREIM DBA: CARTWRIGHT ELECTRONICS 655 W VALENCIA DR FULLERTON CA 98232-2104	[ ] FOB ORIGIN [X] OTHER (*See below*)	
	9. DISCOUNT FOR PROMPT PAYMENT	
	10. SUBMIT INVOICES (*4 copies unless otherwise specified*) TO THE ADDRESS SHOWN IN:	ITEM
CODE 51462	FACILITY CODE	

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE	HQ0339
See Schedule		DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT **$18,743,466.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-05-R-0005-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (*Type or print*)	20A. NAME AND TITLE OF CONTRACTING OFFICER
	NATHAN J SIMPSON / PROCUREMENT CONTRACTING OFFICE TEL: (805) 989-1303 EMAIL: nathan.simpson@navy.mil

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (*Signature of person authorized to sign*)		BY Nathan Simpson (*Signature of Contracting Officer*)	20-Jul-2005

A-TEXT-01 **FOR YOUR INFORMATION:**

The following addresses and point of contacts are provided:

Name: BILLY E. KILBY
Phone: (805) 989-8418
DSN: 351-8418
FAX: (805) 989-0561
Email address: billy.kilby@navy.mil

U.S Postal Service Mailing Address:
COMMANDER
CODE 230000E (B. KILBY - 805-989-8418
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):
COMMANDER
CODE 230000E (B. KILBY)
NAVAIRWARCENWPNDIV
BLDG 65, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

AFTER JULY 27, 2005 THE FOLLOWING POINT OF CONTACT APPLIES.

The following addresses and point of contacts are provided:

Name: NATHAN SIMPSON
Phone: (805) 989-1303
DSN: 351-1303
FAX: (805) 989-0561
Email address: nathan.simpson@navy.mil

U.S Postal Service Mailing Address:
COMMANDER
CODE 230000E (N. SIMPSON - 805-989-1303
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):
COMMANDER
CODE 230000E (N. SIMPSON)
NAVAIRWARCENWPNDIV
BLDG 65, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

A-TEXT-02 ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official "P0000" number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any "P0000" numbers.

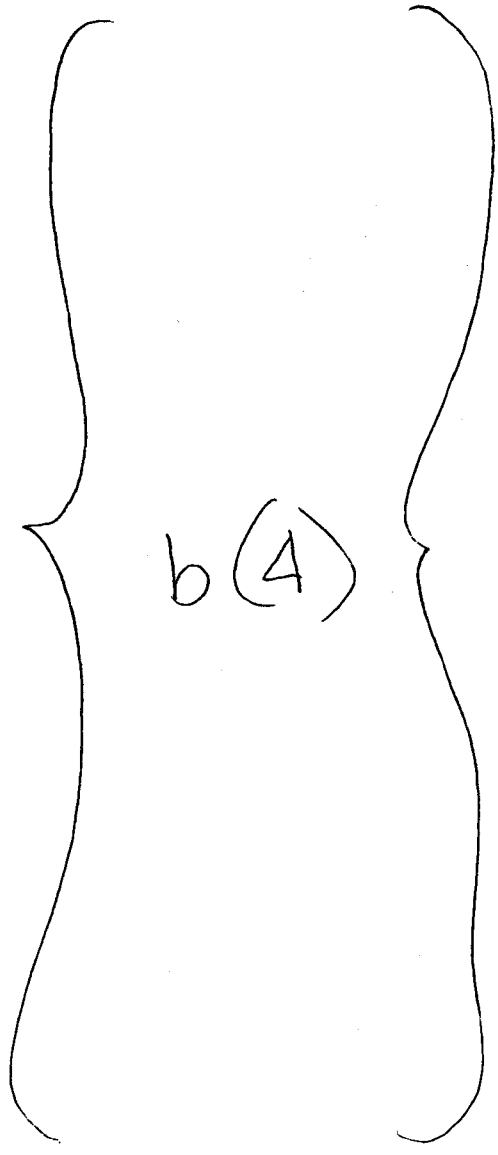
To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order.

A-TEXT-03 CORRECTION TO STANDARD FORM 26

In upper right corrner of page 1, **CORRECT "104"** to read **"45"**.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
0001	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, in Accordance with Attachment 1, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A; Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A. Initial Order. First Article Required				
0001AA	AN/DSQ-50A, Airborne Set, First Article Unit, Channel G with Center Frequency of 2433.077 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1440.5 MHz. First Article Required.	1	EA		
0001AB	AN/DSQ-50A, Airborne Set, First Article Unit, Channel H with Center Frequency of 2433.250 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1445.5 MHz. First Article Required.	1	EA		
0001AC	AN/DSQ-50A, Airborne Set, First Article Unit, Channel J with Center Frequency of 2433.415 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1455.5 MHz. First Article Required.	1	EA		
0001AD	AN/DSQ-50A, Airborne Set, First Article Unit, Channel K with Center Frequency of 2433.585 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2204.5 MHz. First Article Required.	1	EA		
0001AE	AN/DSQ-50A, Airborne Set, First Article Unit, Channel L with Center Frequency of 2433.750 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2250.5 MHz. First Article Required.	1	EA		
0001AF	AN/DSQ-50A, Airborne Set, First Article Unit, Channel M with Center Frequency of 2433.913 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2280.5 MHz. First Article Required.	1	EA		



CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
0001AG	AN/DSQ-50A, Airborne Set, First Article Testing for SCLINs 0001AA, 0001AB, 0001AC, 0001AD, 0001AE and 0001AF. First Article Required.	1	LO	b(4)	
0001AH	AN/DSQ-50A, Airborne Set, On-Site Flight Test, Technical Support (SOW Paragraph 3.2.3.3). First Article Required.	1	LO		
0002	AN/DSQ-50A, Airborne Set, Technical Data in Accordance with Exhibit A, Contract Data Requirement List (CDRL) DD Form 1423. Initial Order. First Article Required.	1	LO		
0003	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, IDIQ Production Units, in Accordance with Attachment 1, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A; and Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A. Ordering Period I.	125	EA		

Ordering Period I Step-Ladder Pricing

QTY	UNIT	UNIT PRICE
1 – 20	EA	b(4) **
21 – 40	EA	
41 – 60	EA	
61 – 80	EA	
81 – 100	EA	
101 – 125	EA	

**** Price Proposal Evaluation Unit Price**

000301	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel G with Center Frequency of 2433.077 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1440.5 MHz. Ordering Period I.				
000302	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel H with Center Frequency of 2433.250 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1445.5 MHz. Ordering Period I.				

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
000303	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel J with Center Frequency of 2433.415 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1455.5 MHz. Ordering Period I.				
000304	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel K with Center Frequency of 2433.585 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2204.5 MHz. Ordering Period I.				
000305	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel L with Center Frequency of 2433.750 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2250.5 MHz. Ordering Period I.				
000306	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel M with Center Frequency of 2433.913 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2280.5 MHz. Ordering Period I.				
0004	AN/DSQ-50A, Airborne Set, IDIQ Order, Technical Data in Accordance with Exhibit B, Contract Data Requirement List (CDRL) DD Form 1423. Ordering Period I.	1	LO	NSP	NSP
0005	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, IDIQ Production Units, in Accordance with Attachment 1, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A; and Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A. Ordering Period II.	125	EA	[b(4)]	

Ordering Period II Step-Ladder Pricing

QTY	UNIT	UNIT PRICE
1 – 20	EA	{ b(4) }**
21 – 40	EA	
41 – 60	EA	
61 – 80	EA	
81 – 100	EA	
101 – 125	EA	

**** Price Proposal Evaluation Unit Price**

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
000501	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel G with Center Frequency of 2433.077 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1440.5 MHz. Ordering Period II.				
000502	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel H with Center Frequency of 2433.250 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1445.5 MHz. Ordering Period II.				
000503	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel J with Center Frequency of 2433.415 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1455.5 MHz. Ordering Period II.				
000504	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel K with Center Frequency of 2433.585 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2204.5 MHz. Ordering Period II.				
000505	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel L with Center Frequency of 2433.750 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2250.5 MHz. Ordering Period II.				
000506	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel M with Center Frequency of 2433.913 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2280.5 MHz. Ordering Period II.				
0006	AN/DSQ-50A, Airborne Set, IDIQ Order, Technical Data in Accordance with Exhibit B, Contract Data Requirement List (CDRL) DD Form 1423. Ordering Period II.	1	LO	NSP	NSP
0007	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, IDIQ Production Units, in Accordance with Attachment 1, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A; and Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and.	125	EA	[b(4)]	

CONTINUATION OF CLIN 0007

Telemetry Downlink, AN/DSQ-50A.
Ordering Period III.

Ordering Period III Step-Ladder Pricing

QTY	UNIT	UNIT PRICE
1 – 20	EA	b (4) **
21 – 40	EA	
41 – 60	EA	
61 – 80	EA	
81 – 100	EA	
101 – 125	EA	

**** Price Proposal Evaluation Unit Price**

000701 AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel G with Center Frequency of 2433.077 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1440.5 MHz. Ordering Period III.

000702 AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel H with Center Frequency of 2433.250 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1445.5 MHz. Ordering Period III.

000703 AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel J with Center Frequency of 2433.415 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1455.5 MHz. Ordering Period III.

000704 AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel K with Center Frequency of 2433.585 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2204.5 MHz. Ordering Period III.

000705 AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel L with Center Frequency of 2433.750 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2250.5 MHz. Ordering Period III.

000706 AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel M with Center Frequency of 2433.913 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2280.5 MHz. Ordering Period III.

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
0008	AN/DSQ-50A, Airborne Set, IDIQ Order, Technical Data in Accordance with Exhibit B, Contract Data Requirement List (CDRL) DD Form 1423. Ordering Period III.	1	LO	NSP	NSP
0009	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, IDIQ Production Units, in Accordance with Attachment 1, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A; and Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A. Ordering Period IV.	125	EA	[b(4)]	

Ordering Period IV Step-Ladder Pricing

QTY	UNIT	UNIT PRICE
1 – 20	EA	b(4) **
21 – 40	EA	
41 – 60	EA	
61 – 80	EA	
81 – 100	EA	
101 – 125	EA	

**** Price Proposal Evaluation Unit Price**

000901	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel G with Center Frequency of 2433.077 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1440.5 MHz. Ordering Period IV.				
000902	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel H with Center Frequency of 2433.250 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1445.5 MHz. Ordering Period IV.				
000903	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel J with Center Frequency of 2433.415 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1455.5 MHz. Ordering Period IV.				
000904	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel K with Center Frequency of 2433.585 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2204.5 MHz. Ordering Period IV.				

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
000905	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel L with Center Frequency of 2433.750 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2250.5 MHz. Ordering Period IV.				
000906	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel M with Center Frequency of 2433.913 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2280.5 MHz. Ordering Period IV.				
0010	AN/DSQ-50A, Airborne Set, IDIQ Order, Technical Data in Accordance with Exhibit B, Contract Data Requirement List (CDRL) DD Form 1423. Ordering Period IV.	1	LO	NSP	NSP
0011	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, IDIQ Production Units, in Accordance with Attachment 1, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A; and Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A. Ordering Period V.	125	EA	[b(4)]	

Ordering Period V Step-Ladder Pricing

QTY	UNIT	UNIT PRICE
1 – 20	EA	{b(4)} **
21 – 40	EA	
41 – 60	EA	
61 – 80	EA	
81 – 100	EA	
101 – 125	EA	

**** Price Proposal Evaluation Unit Price**

001101	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel G with Center Frequency of 2433.077 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1440.5 MHz. Ordering Period V.				

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
001102	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel H with Center Frequency of 2433.250 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1445.5 MHz. Ordering Period V.				
001103	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel J with Center Frequency of 2433.415 MHz, D-Band Telemetry Transmitter with Factory Tuned Frequency of 1455.5 MHz. Ordering Period V.				
001104	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel K with Center Frequency of 2433.585 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2204.5 MHz. Ordering Period V.				
001105	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel L with Center Frequency of 2433.750 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2250.5 MHz. Ordering Period V.				
001106	AN/DSQ-50A, Airborne Set, IDIQ Production Unit, Channel M with Center Frequency of 2433.913 MHz, E-Band Telemetry Transmitter with Factory Tuned Frequency of 2280.5 MHz. Ordering Period V.				
0012	AN/DSQ-50A, Airborne Set, IDIQ Order, Technical Data in Accordance with Exhibit B, Contract Data Requirement List (CDRL) DD Form 1423. Ordering Period V.	1	LO	NSP	NSP
0013	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Engineering and Technical Support Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period I.				
0013AA	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Labor. Ordering Period I.	1	LO	[b(4)]	
0013AB	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material. Ordering Period I.	1	LO	$ 100,000.00	$ 100,000.00

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
0013AC	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material Burden. Ordering Period I.	1	LO	[b(4)]	
0014	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Engineering and Technical Support Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period II.				
0014AA	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Labor. Ordering Period II.	1	LO	[b(4)]	
0014AB	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material. Ordering Period II.	1	LO	$ 100,000.00	$ 100,000.00
0014AC	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material Burden. Ordering Period II.	1	LO	[b(4)]	
0015	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Engineering and Technical Support Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period III.				
0015AA	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Labor. Ordering Period III.	1	LO	[b(4)]	
0015AB	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material. Ordering Period III.	1	LO	$ 100,000.00	$ 100,000.00
0015AC	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material Burden. Ordering Period III.	1	LO	[b(4)]	

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
0016	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Engineering and Technical Support Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period IV.				
0016AA	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Labor, Ordering Period IV.	1	LO	[b(4)]	
0016AB	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material. Ordering Period IV.	1	LO	$ 100,000.00	$ 100,000.00
0016AC	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material Burden. Ordering Period IV.	1	LO	[b(4)]	
0017	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Engineering and Technical Support Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period V.				
0017AA	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Labor. Ordering Period V.	1	LO	[b(4)]	
0017AB	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material. Ordering Period V.	1	LO	$ 100,000.00	$ 100,000.00
0017AC	AN/DSQ-50A, Airborne Set, Engineering and Technical Support Services, Material Burden. Ordering Period V.	1	LO	[b(4)]	
0018	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Repair Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period I.				

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
0018AA	AN/DSQ-50A, Airborne Set, Repair Services, Teardown and Evaluation of AN/DSQ-50A Units. Ordering Period I.	10	EA	[b(4)]	
0018AB	AN/DSQ-50A, Airborne Set, Repair Services, Labor. Ordering Period I.	1	LO	[b(4)]	
0018AC	AN/DSQ-50A, Airborne Set, Repair Services, Material. Ordering Period I.	1	LO	$ 50,000.00	$ 50,000.00
0018AD	AN/DSQ-50A, Airborne Set, Repair Services, Material Burden. Ordering Period I.	1	LO	[b(4)]	
0019	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Repair Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period II.				
0019AA	AN/DSQ-50A, Airborne Set, Repair Services, Teardown and Evaluation of AN/DSQ-50A Units. Ordering Period II.	10	EA	[b(4)]	
0019AB	AN/DSQ-50A, Airborne Set, Repair Services, Labor, Ordering Period II.	1	LO	[b(4)]	
0019AC	AN/DSQ-50A, Airborne Set, Repair Services, Material. Ordering Period II.	1	LO	$ 50,000.00	$ 50,000.00
0019AD	AN/DSQ-50A, Airborne Set, Repair Services, Material Burden. Ordering Period II.	1	LO	[b(4)]	
0020	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Repair Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period III.				
0020AA	AN/DSQ-50A, Airborne Set, Repair Services, Teardown and Evaluation of AN/DSQ-50A Units, Ordering Period III.	10	EA	[b(4)]	
0020AB	AN/DSQ-50A, Airborne Set, Repair Services, Labor. Ordering Period III.	1	LO	[b(4)]	

CLIN NO.	DESCRIPTION	NTE QTY	UNIT	UNIT PRICE	NTE AMOUNT
0020AC	AN/DSQ-50A, Airborne Set, Repair Services, Material. Ordering Period III.	1	LO	$ 50,000.00	$ 50,000.00
0020AD	AN/DSQ-50A, Airborne Set, Repair Services, Material Burden. Ordering Period III.	1	LO	[b(4)]	
0021	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Repair Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period IV.				
0021AA	AN/DSQ-50A, Airborne Set, Repair Services, Teardown and Evaluation of AN/DSQ-50A Units. Ordering Period IV.	10	EA	[b(4)]	
0021AB	AN/DSQ-50A, Airborne Set, Repair Services, Labor. Ordering Period IV.	1	LO	[b(4)]	
0021AC	AN/DSQ-50A, Airborne Set, Repair Services, Material. Ordering Period IV.	1	LO	$ 50,000.00	$ 50,000.00
0021AD	AN/DSQ-50A, Airborne Set, Repair Services, Material Burden. Ordering Period IV.	1	LO	[b(4)]	
0022	AN/DSQ-50A, Airborne Set, Sensor and Telemetry Downlink, Repair Services in Accordance with Attachment 2, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Down Link, AN/DSQ-50A. Ordering Period V.				
0022AA	AN/DSQ-50A, Airborne Set, Repair Services, Teardown and Evaluation of AN/DSQ-50A Units. Ordering Period V.	10	EA	[b(4)]	
0022AB	AN/DSQ-50A, Airborne Set, Repair Services, Labor. Ordering Period V.	1	LO	[b(4)]	
0022AC	AN/DSQ-50A, Airborne Set, Repair Services, Material. Ordering Period V.	1	LO	$ 50,000.00	$ 50,000.00
0022AD	AN/DSQ-50A, Airborne Set, Repair Services, Material Burden. Ordering Period V.	1	LO	[b(4)]	
				TOTAL	**$ 18,743,466.00**

B-TEXT-01 LABOR CATEGORIES AND LABOR RATES

Set forth below are the labor categories and the **fully burdened hourly rates** to be used to price the engineering and technical support services and repair services during the performance of this contract. Fixed Price Delivery/Task Orders issued during the respective ordering periods shall utilize the corresponding labor rates cited below to establish the individual order's pricing for SCLINs 0013AA, 0014AA, 0015AA, 0016AA, 0017AA, 0018AB, 0019AB, 0020AB, 0021AB and 0022AB.

GOVERNMENT LABOR CATEGORY	MDS-CE LABOR CATEGORY	ORDERING PERIOD I RATE	ORDERING PERIOD II RATE	ORDERING PERIOD III RATE	ORDERING PERIOD IV RATE	ORDERING PERIOD V RATE
Program Manager						
Senior Engineer						
Engineer						
Senior Electronic Technician						
Electronic Technician						
Assembler						
Quality Assurance						
CAD/Configuration Management						

b (4)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-TEXT-01 SPECIFICATION/STATEMENT OF WORK

Work under this contract shall be in accordance with Attachment 1, NAVAIR, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A, TGT-TAS-056A; Attachment 2, NAVAIR, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A; Exhibits A and B, Contract Data Requirement Lists (CDRL) DD Form 1423; and all other terms and conditions contained herein.

C.32 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE

The following is a list of all applicable revisions or amendments to specifications cited in the Schedule or cited in referenced drawings:

SPECIFICATION	TITLE	REVISION/ AMENDMENT	DATE
ANSI/ASQC Q9000	Quality Management and Quality Assurance Standards - Guidelines for Selection and Use		2000
ANSI/ISO/ASQC Q 9001	Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing		15 SEP 94
ANSI/ASQC Q9004	Quality Management and Quality Systems Elements – Guidelines		2000
AS-5251C	Scoring System, AN/USQ-104A	C	MAR 92
AS-5253C	Ground Set, AN/GSQ-228, Miss Distance Analyzer	C	MAR 92
ASTM D 3951-95	Standard Practice for Commercial Packaging		15 JUL 95
IRIG Standard 106-01, Part 1	Telemetry Standards		FEB 01
MIL-HDBK-781A	Handbook for Reliability Test Methods, Plans, and Environments for Engineering, Development, Qualification and Production	A	1 APR 96
MIL-STD-130	Military Standard Markings for Shipment and Storage	L	10 OCT 03
MIL-STD-461E	Requirement for Control of Electromagnetic Interference Characteristics of Subsystems and Equipment	E	20 AUG 99
MIL-STD-810E	Environmental Test Methods and Engineering Guidelines	E	14 JUL 89
National Telecommunication and Information Administration, Department of Commerce	Manual of Regulations & Procedures for Federal Radio Frequency Management		MAY 03
TGT-TAS-031C	AN/TSM-195A, Distance Measuring Test Set Sensor	C	12 JAN 94
TGT-TAS-032C	AN/TSM-196A, Preflight Test Set	C	12 JAN 94

C.33 CONTRACT DATA REQUIREMENTS LIST

Data Items shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibits A and B of this contract.

SECTION D PACKAGING AND MARKING

D-TEXT-01 PREPARATION FOR DELIVERY

Material shall be packed for shipment in such a manner that will be in compliance with the National Motor Freight Classification (NMFC) and/or the Department of Transportation (DOT), for acceptance by common carrier and safe delivery at destination.

D-TXT-03 PACKAGING AND MARKING OF SHIPMENTS (APR 2002)

The Contractor shall preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-98, Standard Practice for Commercial Packaging.

SECTION E INSPECTION AND ACCEPTANCE

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

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

SELECTION	NUMBER	TITLE	DATE	TAILORING
[ ]	ANSI/ASQC Q9000	Quality Management and Quality Assurance Standards – Guidelines for Selection and Use	2000	None
	ANSI/ISO/ASQC Q9001	Quality Systems – Model for Quality Assurance in Design, Development, production, Installation, and Servicing	15 SEP 94	None
	ANSI/ASQC Q9004	Quality Management and Quality System Elements - Guidelines	2000	None

NOTE: ANSI/ASQC Q9000, ANSI/ISO/ASQC Q9001, and ANSI/ASQC Q9004 are used in combination with each other. The Contractor may propose an alternative quality standard. Acceptable alternative standards are MIL-I-45208 or MIL-Q-9858. If the Contractor proposes an alternate quality standard, the contractor shall complete the following:

SELECTION	NUMBER	TITLE	DATE	TAILORING
[X]	MIL-I-45208	Inspection System Requirements	3 NOV 95	None

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

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information is required by Appendix F of the Defense FAR Supplement. The contractor shall use the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003), which fulfills the requirement for a material inspection and receiving report (DD Form 250).

5252.246-9527 INSPECTION AND ACCEPTANCE (ORIGIN) (NAVAIR) (MAY 1998)

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by representatives of the cognizant Contract Administrative Office at the contractor's or subcontractor's plant. The location designated for such inspection and acceptance shall not be changed without prior, written authorization of the Contracting Officer. The cognizant accepting authority shall be notified when supplies or services are ready for Government inspection.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) **shall be made electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) by the accepting authority on a Invoice and Receiving Report (Combo) within WAWF**. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

(c) Inspection and acceptance of Technical Data shall be at the destination specified in Exhibits A and B, Contract Data Requirements List (CDRL), DD Form 1423 and **shall be made electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) by the accepting authority on a Invoice and Receiving Report (Combo) within WAWF**.

SECTION F DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

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
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	DESCRIPTION	QTY/ UNIT	WITHIN DAYS AFTER DATE OF ISSUANCE OF DELIVERY ORDER OR THE SPECIFIC EVENT SPECIFIED HEREIN
0001AA	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AB	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AC	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AD	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AE	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AF	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AG	First Article Testing	1 LO	Complete testing and deliver First Article Test Report no later than 395 days after issuance of Delivery Order.
0001AH	On-site Flight Test	1 LO	Deliver no later than 180 days after approval of First Article Test Report.
0002	Technical Data - FA	1 LO	Deliver as specified in CDRL.
0003	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0004	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0005	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0006	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0007	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0008	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.

ITEM NO.	DESCRIPTION	QTY/ UNIT	WITHIN DAYS AFTER DATE OF ISSUANCE OF DELIVERY ORDER OR THE SPECIFIC EVENT SPECIFIED HEREIN
0009	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0010	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0011	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0012	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0013	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0014	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0015	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0016	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0017	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0018	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0019	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0020	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0021	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0022	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.

* **NOTE:** In the event that two or more Delivery Orders are issued for CLINs 0003, 0005, 0007, 0009 and 0011 and the delivery schedules overlap, the minimum rate of 10 each per month applies to the aggregate number on order under the contract (all Delivery Orders combined); however, the 180 day lead time for each order commences on the date of issuance of the order.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	DESCRIPTION	QTY/ UNIT	WITHIN DAYS AFTER DATE OF ISSUANCE OF DELIVERY ORDER OR THE SPECIFIC EVENT SPECIFIED HEREIN
0001AA	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AB	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AC	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AD	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AE	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AF	First Article Unit	1 EA	Deliver within 14 days after approval of First Article Test Report.
0001AG	First Article Testing	1 LO	Complete testing and deliver First Article Test Report no later than 395 days after issuance of Delivery Order.
0001AH	On-site Flight Test	1 LO	Deliver no later than 180 days after approval of First Article Test Report.
0002	Technical Data - FA	1 LO	Deliver as specified in CDRL.
0003	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0004	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0005	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0006	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0007	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0008	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0009	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0010	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0011	IDIQ Production Unit	125 EA	Deliver at a minimum rate of 10 each per month to commence within 180 days after issuance of Delivery Order or 30 days after delivery of last unit on a prior delivery order. *
0012	Technical Data - IDIQ	1 LO	Deliver as specified in CDRL.
0013	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0014	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.

ITEM NO.	DESCRIPTION	QTY/ UNIT	WITHIN DAYS AFTER DATE OF ISSUANCE OF DELIVERY ORDER OR THE SPECIFIC EVENT SPECIFIED HEREIN
0015	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0016	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0017	Engineering and Technical Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0018	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0019	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.
0020	Repair Support	1 LO	Period of performance will be as specified on individual Delivery Order.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F-TXT-04 DELIVERY OF DATA (MAR 2003)

Data shall be delivered per the schedules and to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibits A and B.

F-TXT-08 PLACE OF DELIVERY/FOB DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the supplier to Naval Base Ventura County, Point Mugu, CA. Failure to mark each shipping label and packing list as indicated below may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

Ship to: NAVAL BASE VENTURA COUNTY (NBVC)
NAWCWD, N63126
BLDG 513, Room 105
Point Mugu, CA 93042-5049

Mark for: Contract N68936-05-D-0026
Attn: Joe Vasquez, Code 353010E, EXT 5613
Contract Line Item Number(s) (CLIN)
Item Description
Quantity
Serial Number(s)

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference DEC 1991

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet a https://wawf.eb.mil.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

(ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at http://www.dfas.mil/money/vendor/. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

E-Mail Address: couture@meggitt-ce.com & dreim@meggitt-ce.com

G-TXT-04 APPOINTMENT OF ORDERING OFFICER(S) (APR 2002)

(a) The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s)

Logistics and RDT&E Point Mugu Contracts Department, Code 230000E
Naval Air Warfare Center Weapons Division
575 "I" Avenue, Suite 1
Point Mugu, CA 93042-5049

(b) The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

G-TXT-09 CONTRACT ADMINISTRATION (APR 2002)

(a) In accordance with FAR 42.202 the component listed in Block 24 on the Standard Form 24, Block 6 on the Standard Form 26, or Block 16 of the Standard Form 1449 is designated the Contract Administration Office (CAO) for this contract in the performance of assigned contract administration functions for the Principal Contracting Officer (PCO). In accordance with FAR 42.202. the CAO shall perform the functions listed in FAR 42.302(a) to the extent that they apply to this contract. The Administrative Contracting Officer (ACO) assigned responsibility for administration of this contract by the above designated CAO will advise the Contractor of any necessary instructions and procedures to be followed in dealing with any applicable Government office(s) or individuals. All questions and communications concerning contract administration shall be directed to or via the ACO except under certain circumstances as authorized by him.
(b) If this contract authorizes shipment at the expense of the Government, requests for Government bills of lading should be submitted to the Transportation Officer at the above address.
(c) Special Contract Administration functions to be performed by the ACO listed above are: None

G-TXT-10 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (MAY 2005)

(a) Invoices under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site https://wawf.eb.mil. Vendor training is available on the internet at https://wawftraining.eb.mil. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 800-559-WAWF (9293).

(2) A separate invoice will be prepared for **each shipment**.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable. **Contractors shall include the Serial Number(s) and Unique Item Identification Number(s) of the unit(s) being shipped in the invoice.**

(b) The following information regarding Naval air Warfare Center Weapons Division, Point Mugu, CA is provided for completion of the invoice in WAWF:

WAWF Invoice Type	**Invoice and Receiving Report (Combo)**
Issuing Office DODAAC	N638935
Admin DODAAC:	S0513A
Inspector DODAAC (if applicable)	S0513A
Acceptor DODAAC:	S0513A
LPO DODAAC:	
PAY DODAAC:	HQ0339

(c) The contractor shall submit invoices for payment per contract terms.
(d) The Government shall process invoices for payment per contract terms.

G-TXT-21 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (APR 2002)

The Delivery/Task Orders issued under this contract may have multiple accounting classification citations. When such segregation of costs by ACRN is not possible for invoices / vouchers, such as CLINS/SLINS with more than one ACRN, payment will be made using the following method:

[X] Payment will be made from each ACRN in the order they are assigned. (i.e, pay from ACRN: AA then from ACRN: AB, etc.)

[ ] Payment will be made from ACRN with the earliest available fiscal year funding source and then in the order the ACRNs were assigned within the fiscal year funding. In the case of 97X____ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.

[ ] Payment will be made from ACRN with the earliest available fiscal year funding source and then on a proportional basis across all of accounting classification citations for the fiscal year. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data for each fiscal year. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment. In the case of 97X____ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.

[ ] Payment will be made on a proportional basis across all of accounting classification citations. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment.

SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY REFERENCE

5252.227-9507	Notice Regarding The Dissemination Of Export-Controlled Technical Data	JAN 1992

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As reference in paragraph b of FAR 52.216-22, Indefinite Quantity clause, the contract's minimum and maximum quantities are as follows (the most likely quantity is the quantity that is most likely to be ordered under the contract):

CLIN	MINIMUM	MAXIMUM	MOST LIKELY
0001AA	1 Each	1 Each	1 Each
0001AB	1 Each	1 Each	1 Each
0001AC	1 Each	1 Each	1 Each
0001AD	1 Each	1 Each	1 Each
0001AE	1 Each	1 Each	1 Each
0001AF	1 Each	1 Each	1 Each
0001AG	1 Lot	1 Lot	1 Lot
0001AH	1 Lot	1 Lot	1 Lot
0002	1 Lot	1 Lot	1 Lot
0003	21 Each	125 each	100 Each
0004	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0005	0 Each	125 Each	100 Each
0006	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0007	0 Each	125 Each	100 Each
0008	0 Lot	1 Lot	1Lot (per IDIQ DO)
0009	0 Each	125 Each	100 Each
0010	0 Lot	1 Lot	1Lot (per IDIQ DO)
0011	0 Each	125 Each	100 Each
0012	0 Lot	1 Lot	1Lot (per IDIQ DO)
0013	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0014	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0015	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0016	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0017	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0018	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0019	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0020	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0021	0 Lot	1 Lot	1 Lot (per IDIQ DO)
0022	0 Lot	1 Lot	1 Lot (per IDIQ DO)

5252.216-9507 FAIR OPPORTUNITY PROCEDURES (AUG 2001)

The Government will give all contractors that are parties to this contract a fair opportunity to be considered for each delivery/ task order, except as otherwise provided in Federal Acquisition Regulation (FAR) 16.504(b)(2).

(a) When giving contractors a fair opportunity the Government may consider technical approach, past performance, management approach, personnel experience, and cost/price factors. However, the Government might not consider all of those factors together.

(b) The Government's objective is to keep delivery/task order selection procedures simple and inexpensive for all parties to the contract. Thus, as a general rule, the Government will consider contractors based on (1) information already in its files, (2) price quotations, and (3) past performance under prior orders. In accordance with FAR 16.505(b)(1)(ii), the competition requirements in FAR part 6 and the policies in FAR subpart 15.3 do not apply to the ordering process. However, the Government reserves the right to use more formal procedures when it considers them to be necessary.

(c) After it selects a contractor for a task order, the Government may discuss the details of task plans and procedures and negotiate prices with the contractor before issuing the delivery/task order. If the Ordering Officer is not satisfied with the progress or outcome of those discussions or negotiations, the Government may reconsider its delivery/task order selection decision and then select a different contractor.

5252.216-9535 TASK ORDERS PROCEDURES (MULTIPLE AWARDS) (AUG 2001)

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s): **Naval Air Warfare Center Weapons Division, Logistics and RTD&E Contracts Department , Point Mugu, CA**

The above activity(ies) or individual(s) is/are responsible for soliciting proposals for work under Delivery/Task Orders, evaluating proposals, issuing Delivery/Task Orders, and administering any Delivery/Task Orders placed hereunder. Ordering Officers may negotiate revisions/modifications to Delivery/Task Orders, but only within the scope of this basic contract (hereinafter "contract"). Ordering Officers have no authority to modify any provision of this contract. Any deviation from the terms of the contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of Delivery/Task Orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may be issued only by the PCO.

(b) The Government contemplates award of Firm Fixed Price IDIQ Delivery Orders and Task Orders under this contract. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when received by the contractor. No work will be performed and no payment will be made except as authorized by a Delivery/Task Order.

(c) All costs associated with presentation, and/or discussion of the contractor's Delivery order or Task Order proposal, post award Delivery or Task Order administration (including applicable personnel cost allocations by Delivery or Task Order) shall not be a direct charge under the task order unless authorized in the contract or Task Order.

(d) Delivery Orders and Task Orders may be issued on either a competitive or non-competitive basis in accordance with paragraph (j). Regardless of whether the Delivery or Task Order is competitive or non-competitive, oral or written proposals/presentations (as considered appropriate in light of the dollar value, complexity, and scope of work for the Delivery or Task Order) may be required by the Ordering Officer. In addition:

(1) The Government reserves the right to make award based on initial offers.

(2) Delivery or Task Order award(s) will normally be made to the offeror(s) who is determined, under a "best value" evaluation, to best meet the needs of the Government after consideration of all evaluation factors. "Best value" is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical approach, past performance, management approach, personnel experience, and cost/price factors.

(3) Offerors are cautioned that in conducting the Delivery or Task Order evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g. Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead). While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.

(4) The Ordering Officer need not contact each of the multiple awardees under the contract before selecting a Delivery or Task Order awardee(s), if the Ordering Officer has information available to ensure that each awardee(s) is provided a fair opportunity to be considered for each order.

(5) Contractors are strongly encouraged but are not required, unless otherwise directed by the Ordering Officer, to provide offers on all competitively solicited Delivery or Task Orders.

(e) The following procedures should apply when issuing Delivery or Task Orders. The amount and detail of information required in the proposal may vary, depending upon the estimated dollar value, complexity and scope of the work. The Delivery or Task Order Request For Proposal (D/TORFP) will detail the degree to which information is required.

(1) Except as provided in e(3), the Ordering Officer shall furnish the contractor with a written D/TORFP. The D/TORFP will include the following:

(i) Request for proposal number and title, suggested type of order, and contract number.

(ii) Details of the task, i.e., background of requirement, objective, description of the tasks required to be performed/items to be delivered, delivery schedule/performance period, place and manner of inspection and acceptance, pricing arrangements, and other pertinent information deemed necessary.

(iii) A listing of Government furnished property to be provided to the contractor, if applicable.

(iv) Security classification designated for the task(s) to be performed.

(v) Type of proposal (oral or written) and date when proposals are due, identification of key personnel, option exercise period and option period of performance (if applicable).

(vi) Procedures and criteria for evaluation, if competitive.

(vii) Any other pertinent information deemed necessary.

(2) The contractor shall provide the Ordering Officer with two copies of the proposal. The proposal shall be submitted within the time specified by the D/TORFP. Proposals received after date and time of proposal due date stated in the TORFP shall not be considered, except under the circumstances set forth in FAR 15.208(b). The proposal shall include information requested by the D/TORFP, and may include:

(i) Technical and managerial approach to accomplishing the task, to include proposed schedule of performance/completion or delivery dates. Contractor exceptions to the Government SOW and/or Contract Data Requirements List delivery requirements shall be identified, with supporting rationale. This information should support contractor's proposed use of labor categories/man-hours, and the delivery date.

(ii) Total estimated cost/price, proposed type of order, with supporting data (see paragraph (e)(2)(iii) below). All cost data shall be submitted in an electronic format, by 3.5" disk formatted for 1.44M. Disks should be numbered, identified, and cross-referenced into the proposal. The disk shall be readable on an IBM PC or compatible. The contractor may utilize CD-ROM or ZIP disks. The file format will be Microsoft Windows 95/98, Microsoft Office 97, Word 97 and Excel 97, or as specified in individual D/TORFPs. Submitted spreadsheet files shall contain all formulas or equations used to compute proposed amounts. Print image files or files containing only values are not acceptable. All files shall be set with read-only attribute (not password protected), and disks shall be delivered with write protection. The offeror shall retain one copy for validation purposes.

(iii) A complete cost breakdown including:

(A) estimated number of labor hours by labor classification and proposed billing rates for each end product or task, rationale for the labor categories, and skill levels and number of hours proposed. Resumes of key personnel proposed to perform work will be available for the Ordering Officer to "spot check" without prior notice. Individual D/TORFPs may require resumes to be included in the proposal.

(B) overtime hours by labor category, including any uncompensated overtime. Uncompensated overtime shall be proposed and evaluated in accordance with the procedures in FAR 52.237-10, "Identification of Uncompensated Overtime".

(C) travel, direct material, and/or other direct costs. If other direct costs are required in accordance with specific task requirements, such costs shall be specified and justified (e.g., whether material obtained competitively and justification if procured sole source; number of trips required and destinations, etc.)

(D) required Government furnished property/materials/data, to include any property/material/data identified in the D/TORFP to be furnished by the Government.

(E) dollar amount and type of any proposed subcontracts, supported by a breakdown in the same details as delineated above.

(iv) The contractor should explain any deviations from the Schedule of the contract (e.g., hourly rates lower than those established in Section B for time-and-material contracts, a volume discount, lower fixed fee, etc.). Any deviations determined to be acceptable by the Government, will be formalized by a modification to the contract terms and conditions. Any other pertinent information that would assist the Government in making a determination on best value.

(3) In the event of an urgent requirement, the Ordering Officer may contact the contractor by telephone or written communication, including facsimile, requesting a proposal. For urgent requirements, the contractor shall comply with the following:

(i) The contractor shall provide a written proposal, unless oral proposals/presentations are solicited within the period of time as set forth in the D/TORFP. The contractor's proposal shall be submitted in accordance with the format and time frame set forth in the TORFP.

(ii) The contractor shall not proceed with any work pursuant to this section until he has received a formal Delivery or Task Order from the Ordering Officer.

(iii) A Delivery orTask Order issued pursuant to the authority of this subsection shall be considered accepted by the contractor unless rejected in writing within three (3) days after receipt.

(4) If written proposals are required, upon receipt of the proposal the Ordering Officer, in conjunction with the requiring office, shall conduct a technical evaluation in accordance with the evaluation procedures set forth in the TORFP, and enter into such negotiations with the contractor(s) as may be necessary.

(5) If oral proposals are required, the contractor shall orally present the information set forth in subparagraph (e)(2)(i) and (iv) above, except for cost which will be submitted in accordance with subparagraph (e)(2)(ii) and (iii) above. If oral presentations are required, they will be scheduled as the result of both Government and contractor availability, and conducted in accordance with provisions in the TORFP.

(6) The Ordering Officer shall conduct any negotiations necessary to correct or revise any discrepancies in the proposal(s). If Government production and research property is proposed, each offer will be adjusted to include a rental equivalent evaluation factors for each item of such property calculated. This adjustment will apply for the use of Government property by the offeror as well as any subcontractor thereto. Options included in any order will be evaluated in accordance with FAR clause 52.217-5, "Evaluation of Options".

(f) A Delivery or Task Order shall be issued for each order. Delivery or Task Orders may be issued in writing, orally, by facsimile, or by electronic commerce methods. Delivery or Task Orders shall be consecutively numbered, dated, and in addition to any other data that may be called for in the contract, shall contain the following information, as applicable:

(1) request for proposal number and title;

(2) contract and Delivery or Task Order number;

(3) applicable contract line item number (CLIN) to include level of effort by labor category (and billing rate if known), quantity and unit price or estimated cost and/or fee;

(4) type of order (e.g., completion, term, FFP);

(5) description of the task to be performed, the end item or service;

(6) period of performance/time of delivery;

(7) place(s) of performance/delivery;

(8) packaging, packing, and shipping instructions, if any;

(9) list of Government furnished property and the estimated value of the property;

(10) total price;

(11) accounting and appropriation data;

(12) the inspecting and accepting office, and the manner in which inspection and acceptance will be carried out;

(13) invoice and payment provisions to the extent not covered by the contract;

(14) method of payment and payment office, if not specified in the contract (see section G of the contract);

(15) Organizational Conflict of Interest provisions;

(16) DD Form 254 (Contract Security Classification);

(17) DD Form 1423 (Contract Data Requirements List); and

(18) any other pertinent information.

(g) For other than fixed price Delivery or Task Orders, the total estimated dollar amount of each Delivery Task Order constitutes a ceiling price for that order. The requirements set forth in Federal Acquisition Regulation FAR Clause 52.232-22, "Limitation of Funds. are applicable to individual Delivery or Task Orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order.

(h) Oral orders may be placed hereunder only in emergency circumstances. Information described in paragraph (f) above shall be furnished to the contractor at the time of placing an oral order, and shall be confirmed by issuance of a written Delivery or Task Order within ten working days of the oral order. Unless the Ordering Officer explicitly invokes the authority to place oral orders as provided in this clause, the contractor shall not construe any communication from the Ordering Officer as amounting to the placement of such an order.

(i) Modifications to Delivery or Task Orders may be issued by the Ordering Officer, and shall include the information set forth in paragraph (f) above, as applicable. Delivery and Task Orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within ten working days from the time of the oral communication amending the order.

(j) It is the Government's intent to provide awardees a fair opportunity to be considered for all Delivery and Task Orders.

(1) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of $2,500 pursuant to the procedures established in clause 5252.216-9507, "Fair Opportunity Procedures". However, awardees need not be given an opportunity to be considered for a particular Delivery or Task Order if the Ordering Officer makes a determination in accordance with FAR 16.505(b)(2).

(2) The Ordering Officer's selection decision on each Delivery or Task Order request shall be final. A protest is not authorized in connection with the issuance, or proposed issuance, of an individual Delivery or Task Order except for a protest on the grounds that the Delivery or Task Order increases the scope, period, or maximum value of the contract under which the order is issued.

(3) For this contract, the designated Delivery or Task Order ombudsman is the Navy Competition Advocate General. The Delivery and Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Delivery and Task Orders in excess of $2,500, consistent with the procedures in the contract.

(4) Contractors are not guaranteed award of equal dollars or number of Delivery/Task Orders under this contract.

5252.217-9509 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS (MAY 1998)

(a) As to Government property delivered to or picked up by the contractor for servicing, repairs, modification or for services preliminary thereto, the contractor shall be fully liable as an insurer for any loss or of damage to such equipment or property while in his care, custody or control arising from any cause whatsoever and he agrees to reimburse the Government in full for his account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage or other residual materials originating from said equipment or property.

(b) Subject to the "Disputes" clause of this contract, the Contracting Officer may make an equitable adjustment downward in the contract price, or in any monies due to the contractor, to compensate the Government in whole or in part for loss or damage for which the contractor is liable hereunder.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (OCT 1994)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data) which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NATHAN SIMPSON
Naval Air Warfare Center Weapons Division, BLDG 65
Logistics and RDT&E Point Mugu Contracts Department, Code 230000E
575 "I" Avenue, Suite 1
Point Mugu, CA 93042-5049

(805) 989-1303

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (APR 1998)

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing This Contract. (this paragraph does not cover such property in possession of the Contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (b)(2) to the Contractor. The contractor is authorized to use on a rent-free basis, said property in the performance of this contract.

(2) Special Test Equipment (as defined in FAR 45.101):

ITEM	QUANTITY	ACQUISITION VALUE
AN/TSM-195A Test Set with Technical Manuals, Specifications, Drawings and Related Technical Data	1 Each	$ 86,962.00
AN/TSM-196A Test Set with Technical Manuals, Specifications, Drawings and Related Technical Data	1 Each	$ 59,047.00

Requesting Instructions: Forty-five (45) days prior to the date that the Government provided Special Test Equipment is required to support the contract, the Contractor shall request via letter to the Contracting Officer that the Government provide the Special Test Equipment. The Contractor's letter shall state the estimated period that the equipment will be required in support of the contract and shall identify the specific item of Special Test Equipment that is required. The Government may require the return of the Special Test Equipment for periods of time that the equipment is not being used to support the contract.

Disposition Instructions: When the Special Test Equipment is no longer required to support the contract and/or upon completion of the contract, the Contractor shall return the Government Furnished Property to the Naval Base Ventura County, NAWCWD, N63126, BLDG 513, Room 105 Code 353010E, Point Mugu, CA 93042-5049. All transportation charges for the return of the equipment shall be paid by the Contractor. All movement of Government property to and from the Contractor shall be affected via DD Form 1149, Requisition and Invoice/Shipping Document.

5252.246-9502 STANDARD COMMERCIAL WARRANTY (NAVAIR) (JAN 1992)

(a) The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

(b) The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of twelve (12) months.

(c) The contractor's Standard Commercial Warranty is hereby attached and incorporated into the contract as Attachment (3).

C.36 CONFIGURATION CONTROL PROCEDURES FOR ENGINEERING CHANGES, DEVIATIONS AND WAIVERS - MIL-STD-973

(a) Any Engineering Change Proposal (ECP) or any Request for a Deviation/Waiver affecting an item being acquired under this contract shall be in accordance with Sections 5.4.2 (ECP), 5.4.3 (Deviation), 5.4.4 (Waiver) or MIL-STD-973, Notice 3, dated 13 January 1995 . Quantities and distribution shall be as stated in DD Form 1423 (Contract Data Requirements List), or the ECP distribution list attached thereto.

(b) No Class I engineering change shall be implemented until authorized by the Contracting Officer (PCO).

(c) Each Class II engineering change shall be submitted to the cognizant contract administration office (CAO) for concurrence in classification.

(d) No major or critical deviation or waiver shall be effective until authorized in writing by the PCO.

(e) Minor deviations shall be authorized (or disapproved) by NAWCWD, Code 313100E.

(f) Minor waivers shall be processed by the local Material Review Board (MRB), when properly constituted, or in the absence of such MRB, shall be approved (or disapproved) by NAWCWD, Code 313100E.

(g) Notwithstanding paragraph 5.4.2.3.1.3 of MIL-STD-973, no Class I compatibility engineering change shall be implemented until authorized in writing by the PCO.

(h) Advance Change Study Notices (ACSNs) shall be in accordance with 5.4.2.3.3.1.2 of MIL-STD-973 when listed by attached CDRL DD Form 1423 to the contact.

(i) Any parts substitution affecting an item being acquired under this contract shall adhere to Section 5.4.5 of MIL-STD-973.

(j) Specification Change Notices (SCNs) and/or Notices of Revision (NORs) shall be in accordance with Sections 5.4.6 (SCNs) and 5.4.7 (NORs) of MIL-STD-973 when listed by attached CDRL DD Form 1423 to the contract.

H-TEXT-01 INCORPORATION OF SUBCONTRACTING PLAN

Meggit Defense Systems – Cartwright Electronics Subcontracting Plan for Small Business Concerns and Small Disadvantaged Business Concerns and Small Woman Owened Program, MDS-CE QR2952B is hereby approved, attached and incorporated into the contract as Attachment 4.

H-TEXT-02 SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION TARGETS

(a) This clause implements FAR 19.1202-4. The Contractor proposed SDB Participation Targets for this contract, which are hereby incorporated into the contract. The Contractor shall report participation of SDB concerns in accordance with FAR 52.219-25, Small Disadvantage Participation Program - Disadvantaged Status and Reporting.

SDB Participation Targets for Subcontractors:

SUBCONTRACTOR	NAICS INDUSTRY SUBSECTOR	TOTAL DOLLARS	TOTAL PERCENTAGE
{ b(3) }	{ b(3) }	{ b(3) }	{ b(3) }

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
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	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor--Cooperation with Authorities and Remedies	JAN 2004
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
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
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
252.205-7000	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
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
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
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall test **six** unit(s) of Lot/Item **0001 (SCLINs 0001AA - 0001AF)** as specified in this contract. At least **Twenty (20)** calendar days before the beginning of first article tests, the Contractor shall notify the **Contracting Officer and Commander, Naval Air Warfare Center Weapons Division, Code 313100E and Code 332210E**, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report [comprised of CLIN 0002, Data Item A00A], **within 395 days for Data Item A00B** from the date of Delivery Order 0001 issued under this contract to **Commander, Naval Air Warfare Center Weapons Division, Code 230000E, Attention Nathan Simpson, 575 "I" Avenue, Point Mugu, CA 93042-5049** marked "FIRST ARTICLE TEST REPORT/ENVIRONMENTAL QUALIFICATION TEST REPORT, FIRST ARTICLE TEST REPORT/RELIABILITY QUALIFICATION TEST REPORT, FIRST ARTICLE TEST REPORT/ELECTROMAGNETIC INTERFERANCE TEST REPORT: Contract No. N68936-05-D- 0026 Lot/Item No 0002 (Data Item A00A)." Within **sixty (60)** calendar days after the Government receives each test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) **If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests.** After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from:

Initial Order	Concurrent with Contract Award
Ordering Period I	Successful Completion of Initial Order Plus One (1) Year
Ordering Period II	End of Ordering Period I Plus One (1) Year
Ordering Period III	End of Ordering Period II Plus One (1) Year
Ordering Period IV	End of Ordering Period III Plus One (1) Year
Ordering Period V	End of Ordering Period IV Plus One (1) Year

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one AN/DSQ-50A Airborne Set unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of 125 units of each CLIN (CLINs 0003, 0005, 0007, 0009 and 0011);
(2) Any order for a combination of items in excess of 625 units or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Date of Contract Award Plus Nine Years.

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, or containers of class I or class II ozone-depleting substances, as follows: "WARNING: Contains (or manufactured with, if applicable) _____*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2004)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C.637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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): www.arnet.gov/far/ or www.farsite.hill.af.mil/

52.252-6 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 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/uid.

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is $5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than $5,000:
Contract Line, Subline, orExhibit Line Item Number

Item Description

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number or Contract Data Requirements List Item Number .

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at http://www.acq.osd.mil/uid; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at http://www.acq.osd.mil.uid.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	NAVAIR, NAWCWD Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A, TGT-TAS-056a	Cover + 36	28 SEP 04
Attachment 2	NAVAIR, NAWCWD Statement of Work for Qualification and Production of the Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A	Cover + 8	3 SEP 04
Attachment 3	Meggitt Defense Systems – Cartwright Electronics Product Warranty	1	Undated
Attachment 4	Meggit Defense Systems – Cartwright Electonics Subcontract Plan for Small Business Concerns and Small Disadvantaged Business Concerns and Small Woman Owned Program	9	22 JUN 05
Exhibits A and B	Contract Data Requirement List (CDRL) DD Form 1423	28	7 SEP 04
	Data Item Descriptions (DID) for Exhibits A and B (1 Set)	35	See Block 4 of Each DID

STATEMENT OF WORK

FOR
QUALIFICATION AND PRODUCTION
OF THE

AIRBORNE SET,
SENSOR AND TELEMETRY DOWNLINK,
AN/DSQ-50A

3 SEP 2004

NAVAL AIR WARFARE CENTER WEAPONS DIVISION
THREAT SIMULATION DIRECTORATE
TARGET SYSTEM DEPARTMENT
POINT MUGU, CALIFORNIA 93042-5001

Attachment 2

1. SCOPE

This Statement of Work (SOW) defines the tasks to be performed by the contractor to design, build, and test first article and production miss distance sensors which meet the requirements of Performance Specification TGT-TAS-056A for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ-50A.

2. APPLICABLE DOCUMENTS

2.1 Specifications.

TGT-TAS-056A Date: 17 August 2004	Performance Specification for Airborne Set, Sensor and Telemetry Downlink, AN/DSQ50A

3. REQUIREMENTS

The contractor shall produce AN/DSQ-50A airborne sets (hereafter referred to as miss distance sensors) which meet the requirements specified in TGT-TAS-056A and this statement of work.

3.1 Reliability.

The contractor shall implement and maintain a reliability program throughout the life of the contract which ensures the miss distance sensors being procured achieve the reliability requirements specified in TGT-TAS-056A paragraph 3.9.

3.2 First Article and Inspection Test.

The contractor shall design, build, and test first article miss distance sensors.

3.2.1 First Article Test Plan.

The contractor shall prepare and submit the first article test plan in accordance with CDRL Item A001. The first article test plan shall cover the first article requirements set forth in TGT-TAS-056A. The plan shall include examination of product, electrical power, sensor performance, telemetry (TM) and PCM, environmental, Electromagnetic Interference (EMI), compatibility, and reliability qualification requirements.

3.2.2 TM Transmitter Test Procedures.

The contractor shall prepare and submit the telemetry transmitter test procedures in accordance with CDRL Item A002, and shall include the tests specified in TGT-TAS-056A paragraph 4.2 and Table VI.

3.2.3 First Article Test Procedures.

The contractor shall prepare and submit the first article test procedures in accordance with CDRL Item A003, and shall include the tests specified in TGT-TAS-056A paragraph 4.3 and Table VII. The first article test procedures shall include testing of product, electrical power, sensor performance, telemetry and PCM, environmental, EMI, compatibility, and reliability qualification. The first article test procedures shall identify test equipment to be used for testing and shall include equipment connection diagrams. If any non-standard equipment is required to conduct testing, complete information describing this equipment shall be included in the procedure. If software is required to conduct any test, the contractor shall provide the program flowchart and software listing.

3.2.3.1 Compatibility Test.

The contractor shall conduct the AN/GSQ-228 ground set or equivalent, AN/TSM-195A, and AN/TSM-196A compatibility tests in accordance with TGT-TAS-056A paragraph 4.3.6 at a Government lab at Point Mugu. The AN/TSM-195A and AN/TSM-196A will be provided as Government Furnished Equipment (GFE) to the contractor. The AN/GSQ-228 ground set or equivalent will be made available to contractor at the Naval Air Warfare Center, Weapons Division (NAWCWPNS), Point Mugu. The contractor shall notify the Government 30 days prior to performing the test.

3.2.3.2 Ground Firing Test.

The contractor shall prepare and submit the ground firing test plan in accordance with CDRL Item A004. The ground firing test shall be conducted, by the contractor, on first article miss distance sensors at a contractor provided gun range using witness panels and a 50 caliber gun. The AN/GSQ-228 ground set or equivalent will be provided by the Government for this test. Scoring data will be collected and processed by the AN/GSQ-228 ground set or equivalent and compared to the witness panel data. The contractor shall prepare and submit the ground firing test report in accordance with CDRL Item A005.

3.2.3.3 Flight Test.

The contractor shall provide on-site support for a total of five Government conducted flight tests. On-site support means that the contractor will physically travel to the Government test sites listed. Prior to a flight test, the contractor will install the AN/DSQ-50A into a target, verify that the AN/DSQ-50A is operating properly, and trouble-shoot if necessary. They'll monitor system performance at a TM receive site during the flight test. Three flight tests will be conducted at NAWCWPNS, Point Mugu, one flight test at the Wallops Flight Facility (WFF), Wallops Island, Virginia, and one flight test at the Pacific Missile Range Facility (PMRF), Kauai. The first article miss distance sensors will be flown on BQM-74, BQM-34S, and GQM-163A targets. The duration of tests at Point Mugu shall be two days each and at WFF and PMRF five days each.

3.2.4 Production Acceptance Test Procedures.

Utilizing the First Article Test Plan and Procedures, the contractor shall prepare and submit the production acceptance test procedures in accordance with CDRL Item A006, and shall include the tests specified in TGT-TAS-056A paragraph 4.4 and Table VIII. The production acceptance test procedures shall identify test equipment to be used for testing and shall include equipment connection diagrams. If any non-standard equipment is required to conduct testing, complete information describing this equipment shall be included in the procedure. If software is required to conduct any test, the contractor shall provide the program flowchart and software listing.

3.2.5 Production Reliability Acceptance Test (PRAT) Procedures.

The contractor shall prepare and submit the PRAT Procedures in accordance with CDRL Item A007, and shall include the tests specified in TGT-TAS-056A paragraph 4.5 on production units.

3.2.6 TM Transmitter Data Sheets.

The contractor shall deliver one TM transmitter data sheet for each TM transmitter in accordance with CDRL Item A008. The TM transmitter data sheets shall document the results of TM transmitter tests in accordance with TGT-TAS-056A paragraph 4.2 and Table VI.

3.2.7 Reliability Qualification Test Report.

The contractor shall prepare and submit the reliability qualification test report in accordance with CDRL Item A009. The report shall document the results of all reliability tests performed in accordance with TGT-TAS-056A paragraph 4.3.7.

3.2.8 First Article Test Report.

The contractor shall prepare and submit the first article test report in accordance with CDRL Item A00A. The report shall document the results of all first article tests and function tests performed in accordance with TGT-TAS-056A paragraph 4.3 and Table VII. The first article test report shall include examination of product, electrical power, sensor performance, telemetry and PCM, environmental, EMI, and compatibility tests.

3.2.9 Preliminary Design Review.

The contractor shall host the Preliminary Design Review (PDR) meeting. The PDR shall be a formal technical review of the basic design approach for the miss distance sensor. The contractor shall not proceed with finalizing the miss distance sensor design before successful completion of the PDR. The contractor shall present the following at the PDR:

a. Preliminary design synthesis of the requirements specified in TGT-TAS-056A.
b. Design compatibility with existing AN/GSQ-228 ground set or equivalent and support equipment.
c. Functional flow, requirements for allocation data, and schematic diagrams.
d. Equipment layout drawings and preliminary drawings, including any proprietary or restricted design, process, components, and information.
e. Environment control and thermal design aspects.
f. Electromagnetic compatibility of the preliminary design.
g. Power distribution and grounding aspects.
h. Preliminary mechanical and packaging design.
i. Safety engineering considerations.
j. Preliminary lists of materials, parts, and processes.
k. Pertinent reliability, maintainability, and availability data.
l. Preliminary weight data.
m. Development test data.
n. Miss distance sensor development schedule.
o. Mock-ups, models, breadboards, or prototype hardware when appropriate.
p. Producibility and manufacturing considerations. Identify vendor single source, sole source, and diminishing source.
q. Findings and status of Quality Assurance Program.

The contractor shall include the above information, updated to reflect conclusions reached during the PDR, in the PDR Report (CDRL Item A00B).

3.2.10 Critical Design Review.

The contractor shall host the Critical Design Review (CDR) meeting. The CDR shall be a formal technical review, and the contractor shall not start fabrication of the first article sample miss distance sensors before demonstrating that the detail design solutions satisfy the requirements specified in TGT-TAS-056A. The contractor shall present the following at the CDR:

a. Adequacy of the detail design meeting the requirements specified in TGT-TAS-056A.
b. Detailed engineering drawings, including schematic diagrams.
c. Adequacy of the detailed design in the following areas:
    1. Electrical design.
    2. Mechanical design.
    3. Environmental control and thermal aspects.
    4. Electromagnetic compatibility.
    5. Power generation and grounding.
    6. Electrical and mechanical interface compatibility.
    7. Weight data.
    8. System safety engineering.
    9. Producibility and manufacturing.
d. Detail design compatibility with existing AN/GSQ-228 ground set or equivalent and support equipment.
e. Interface control drawings.
f. Mock-ups, breadboards, and/or prototype hardware.
g. Design analysis and test data.
h. Verify corrosion prevention and control considerations to ensure materials have been chosen that will be compatible with the operating environment.
i. Findings and status of Quality Assurance Program.

The contractor shall include the above information and any other issues, problems, and conclusions reached during the CDR, in the CDR Report (CDRL Item A00C).

3.2.11 Failure Analysis and Corrective Action Report.

A failure analysis and corrective action report shall be submitted in accordance with CDRL Item A00D for each failure that occurs during first article testing.

3.2.12 Safety Assessment Report.

The contractor shall prepare and submit the safety assessment report in accordance with CDRL Item A00E.

3.3 Production.

The contractor shall build and test production miss distance sensors.

3.3.1 TM Transmitter Data Sheets.

The contractor shall deliver one TM transmitter data sheet for each TM transmitter in accordance with CDRL Item B001. The TM transmitter data sheets shall document the results of TM transmitter tests performed in accordance with TGT-TAS-056A paragraph 4.2 and Table VI.

3.3.2 Acceptance Test Data Sheets.

The contractor shall prepare and submit production acceptance test data sheets with each production unit delivered under this contract in accordance with CDRL Item B002. The production acceptance test data sheets shall document the results of production tests performed in accordance with TGT-TAS-056A paragraph 4.4 and Table VIII.

3.3.3 Failure Analysis and Corrective Action Report.

A failure analysis and corrective action report shall be submitted for each failure that occurs during production testing in accordance with CDRL Item B003.

3.4 Engineering Changes and Deviations.

The contractor shall submit copies of all internal engineering changes and deviations in accordance with CDRL Items A00F and B004.

3.5 Request for Nomenclature and Request for Assignment of Serial Numbers.

The contractor shall request official nomenclature in accordance with CDRL Item A00G, and shall request serial numbers for first article miss distance sensors in accordance with CDRL Item A00H, and for production miss distance sensors in accordance with CDRL Item B005.

3.6 Engineering Manual.

The contractor shall prepare and submit an Engineering Manual for the miss distance sensor in accordance with CDRL Item A00J. The contractor shall provide six engineering manuals consisting of two volumes each that include electrical and mechanical diagrams in hardcopy format. Paragraphs 3.6.1 through 3.6.4 shall be contained in Volume I and paragraphs 3.6.5 through 3.6.6 shall be contained in Volume II. Also, the contractor shall provide an electronic copy of engineering manual Volume I on compact disc (CD) media able to be mounted on the Microsoft Windows desktop. The CD media electronic copy shall be in a Portable Document Format (PDF) file. The engineering manual shall include sufficient data to interface, operate and maintain the equipment and shall contain, but not be limited to, paragraphs 3.6.1 through 3.6.6.

3.6.1 Description.

The description shall contain full-page composite illustration of the equipment with callouts of the major assemblies. A table of technical, environmental, and physical characteristics shall be included.

3.6.2 Installation Instructions.

The installation instructions shall include information on mounting all cable interconnections between assemblies and other equipment, grounding requirements, and cable fabrication as applicable.

3.6.3 Operation and Maintenance.

The operation and maintenance section shall include instructions for operating the equipment and indicate voltage readings or indications obtained when the equipment is properly adjusted and operated. Testing and maintenance instructions shall be included.

3.6.4 Theory of Operation.

A complete functional description of the equipment shall be supplied based on a block diagram. Wiring diagrams and circuit board layout drawings shall be included, along with a theory of operation for each. Waveforms of pulsed or AC circuits shall be indicated.

3.6.5 Parts List.

The parts list shall be a tabulation of descriptive data on all electrical components and repairable/replaceable commercial mechanical and electrical components in the equipment. The list shall include:

a. Reference designation
b. Name and description of part
c. True manufacturer's code
d. JAN/MIL or true manufacturer's part number

3.6.6 Drawings.

Drawings shall include:

a. Schematic diagrams of individual assemblies
b. Interconnection cable diagrams

3.7 Review Meetings.

A technical review meeting shall be held every 90 days unless it coincides with the PDR or CDR. All review meetings shall be held at the contractor's facilities. A progress assessment review shall be held at the end of each review meeting. Review meetings shall commence 90 days after award of contract and ending at exercise of Option One. Review meetings during production phase will be on an as-required basis to be scheduled at Government or contractor request.

3.7.1 Minutes.

The contractor shall submit minutes of all review meetings (CDRL Items A00K and B006).

3.8 Program Status.

The contractor shall prepare and submit Contractor's Progress, Status and Management Reports in accordance with CDRL Items A00L and B007, and shall prepare and submit Production Line of Balance Status in accordance with CDRL Item B008.

3.9 Engineering and Technical Services.

3.9.1 The contractor shall modify the AN/DSQ-50A miss distance sensor in accordance with a revised performance specification and/or drawing. The work will be performed in accordance with the mutually accepted SOW as specified in the applicable Delivery Order.

3.9.2 On receipt of a new requirement, the Government will generate and provide the contractor with a modified or supplemental performance specification and a SOW. The SOW will specify if an existing Government Furnished Equipment (GFE) is to be modified, if a unit currently in production is to be modified, or if a new order against an existing CLIN is to be exercised for modification. The contractor will then provide a short technical narrative as to how the new performance requirement will be incorporated into the existing design, together with a cost and schedule proposal for the subject effort. As a minimum the cost proposal shall include

material, labor, subcontracts and requirement of additional tests broken down into the various categories. The Government will review the proposal for acceptability and enter into discussions with the contractor if necessary. Upon completion of this process, the Government may issue a fixed-price delivery order to cover the work. Once the contractor receives the executed order, the contractor shall perform work and test the modified units in accordance with the mutually accepted SOW and shall meet the requirements in the modified or supplemental performance specification and/or drawing as specified in the applicable Delivery Order. The contractor shall complete the effort within the negotiated schedule.

3.9.3 The SOW and revised performance specification and/or drawing will describe the required level of testing. The contractor shall revise existing test procedures, or generate new test procedures to meet the requirements of the SOW and revised performance specification and/or drawing.

3.9.4 Engineering and Technical Services Data Deliverables.

The contractor shall submit revised production acceptance test procedure as required in the SOW in accordance with the basic contract's CDRL Item A006.

3.10 Repair Services.

3.10.1 The contractor shall perform the repair of the AN/DSQ-50A miss distance sensor, ground set and test sets, which are owned by the government.

3.10.2 The work to be performed will relate only to units previously procured to the applicable performance specification or envelope drawings, under this contract or prior contracts, with expired warranties. It shall not include any research and development efforts, nor will it include any parts, components, subassemblies, or materials, which are not an integral part of the original units.

3.10.3 The repaired unit shall meet the requirements described in the applicable performance specification or envelope drawing as specified in the applicable Delivery Order.

3.10.4 The Government will ship units in need of repair to the contractor for disassembly and evaluation. After disassembly, if the unit can be repaired for the evaluation fee, the contractor shall repair the unit, perform the required test in accordance with the production acceptance test called out in the applicable performance specification or envelope drawing as specified in the applicable Delivery Order and return the unit to the Government. If the unit cannot be repaired for the evaluation fee, the contractor will provide the Government with a short narrative explaining the failure mechanism and the corrective action required, together with a schedule and cost for repairing the unit. The Government will review the estimate for acceptability and enter into discussions with the contractor if necessary. Upon completion of this process, the Government may issue a fixed-price delivery order to cover the work. Once the contractor receives the executed order, he shall complete the repair required within the negotiated schedule. If the Government determines that the unit is beyond economical repair, the contractor shall return the unit to the Government for disposition.

3.10.5 Repair Service Data Deliverables.

The contractor shall prepare and submit test data sheets along with each repaired unit in accordance with the basic contract's CDRL Item B002.

4. DATA DELIVERABLES

Data deliverables required in the attached CDRL shall be submitted in electronic media in Portable Document Format (PDF) file and may be in contractor's format. The contractor shall also provide a hardcopy to the PCO when Government signature or delivery by DD250 is required.

4.1 Distribution Statement.

All deliverable items shall be marked with distribution statement C. The statement shall be worded as "DISTRIBUTION STATEMENT C: Distribution authorized to U.S. Government agencies and their contractors because data contains critical technology (determined March 12, 1997). Refer other requests for this document to Commander, Naval Air Warfare Center, Weapons Division (Code 539100E), 575 I Avenue, Suite 1, Point Mugu, CA 93042-5049."

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5. SECURITY REQUIREMENTS

No security clearance is required for the performance of this contract.

6. GOVERNMENT FURNISHED EQUIPMENT

The AN/TSM-195A and AN/TSM-196A will be provided as Government Furnished Equipment (GFE) to the contractor. The GFE will be provided to the Contractor within 60 days after contract award.

7. PLACE OF PERFORMANCE

Work shall be performed at the contractor's facility. Compatibility testing shall be performed at NAWCWPNS, Point Mugu. The AN/GSQ-228 ground set or equivalent will be made available to contractor at NAWCWPNS, Point Mugu. The ground firing test shall be performed at a contractor provided gun range. Flight testing will be performed at NAWCWPNS, Point Mugu, WFF, and PMRF.