
FOIA Electronic Reading Room

Document Coversheet

Document Description

Contract N68936-05-D-0066

- This document has been released in its entirety.
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is Personal information which if disclosed would result in an unwarranted invasion of personal privacy.
- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:

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

2. CONTRACT NO. N68936-05-C-0066	3. SOLICITATION NO. N68936-05-FI-0024	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10 Feb 2005	6. REQUISITION/PURCHASE NO. 0010146598
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7. ISSUED BY CDR NAWCWD CODE 210000D ATTN: L. FLETCHER 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108 CODE N68936 TEL: (760) 939-8484 FAX: (760) 939-9651	8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME LAUREL A FLETCHER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (760) 939-8484	C. E-MAIL ADDRESS laurel.fletcher@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 1RU44	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) MICHAEL FRANKHUIZEN / CONTRACTS MANAGER
BAE SYSTEMS INFORMATION AND ELECTRONIC S MICHAEL FRANKHUIZEN 9300 WELLINGTON RD, BLD 110 MANASSAS VA 20110-4122			

15B. TELEPHONE NO (Include area code) 703-367-1248	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$438,679.00	21. ACCOUNTING AND APPROPRIATION See Schedule
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c))	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM Section G
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24. ADMINISTERED BY (If other than Item 7) DCMA VIRGINIA DCMA-GVD 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342 CODE S2404A	25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264 CODE HQ0338
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26. NAME OF CONTRACTING OFFICER (Type or print) DIANE E FOUCHER TEL: (760) 939-8160 EMAIL: diane.foucher@navy.mil	27. UNITED STATES OF AMERICA <i>Diane E. Foucher</i> (Signature of Contracting Officer)	28. AWARD DATE 10-Aug-2005
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

The total number of pages shown on the SF 33 is corrected to read 1 of 28.

TXT CLAUSE

Block 14 of SF 33: The offeror acknowledges Amendment No. 0001 dated 14 April 2005.

In accordance with FAR 53.215-1(c) and 15.509, the SF 33 is used for this contract. By his signature in block 17 of the SF33, the contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified within this contract 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.)

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

Contract Specialist

Name: Laurel Fletcher
Phone: (760) 939-8484
DSN: 437-8484
FAX: (760) 939-9651
Email address: laurel.fletcher@navy.mil

Contracting Officer

Name: Diane E. Foucher
Phone: (760) 939-8160
DSN: 437-8160
FAX: (760) 939-9651
Email address: diane.foucher@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 210000D (L.Fletcher – 760-939-8484)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 210000D (L.Fletcher)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

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.

Section C - Descriptions and Specifications

Statement of Work for
Aerospace Miniature Radio Frequency (Mini-RF) Advanced Technology
Program Demonstrations

REQUIREMENT

This requirement will provide for the rapid advanced concept development and feasibility demonstration of reliable, light weight, Miniature Radio Frequency (Mini-RF) technologies, which include affordable, light weight Mini-RF sensors that can be utilized on various aerospace platforms in support of the Naval Air Warfare Center Weapons Division (NAWCWD) at China Lake, CA. The work will encompass research, fabrication, transition and integration of concept modules and components with various RF functionalities, and/or testing and demonstration of the performance and technical potential of these components in support of Aerospace Mini-RF Advanced Technology Program Demonstrations.

1.1 Processor Study Phase (Phase 1)**1.1.1 Requirement and Goals Definition and Trade Study**

The Control Processor System (CPS) development will begin with a comprehensive assessment of the processor functional, physical and performance requirements and goals imposed by the Mini-RF Sensors program. BAE Systems will work with the Government and other IPT members to define final product requirements. A large part of determining the final requirements, cost targets, and the final trade space will be capturing:

1. CPS card format, size weight and power (SWaP) requirements and goals; for example, is the processor in a stand alone slice packaging approach or part of a unit structure. The answers to these questions will drive the level of miniaturization required, the NRE costs and Recurring costs.
2. Required interfaces (signal I/O count, type, and functionality). For example if, +28 volts is the power feed to the card has it already been isolated and EMI filtered or does the point of load converter on the card also have to perform those functions ?
3. Environment: What are the projected thermal and radiation environments (Total Dose, heavy Ion, and proton), and what is the mechanical environment (shock and vibe).
4. Reliability Targets
5. Memory Capacity: Memory capacity can drive size, weight, and volume significantly.
6. Processor Throughput for the targeted applications (throughput, expected cache performance, etc)

The criteria listed above along with other factors identified through interaction with the IPT team will be used to run a formal trade. The scoring criteria and the definition of goals vs. requirements will also be determined through interaction with the IPT team. At the completion of the first phase, the trade study will culminate in a selected architecture, packaging, and interface definitions.

1.1.2 Processor Module Size, Weight, and Power Targets and Reductions

As described in the previous section, the first part of the programs initial phase will be spent defining requirements and goals. In parallel with defining the capabilities needed, BAE Systems will develop candidate architectures and packaging approaches. For example, for the RAD750 board, if size and weight are absolutely critical, the most aggressive option would be to combine the three key devices (RAD750 chip, L2 cache and the Bridge ASIC) at the wafer level. This approach could also include lowering the voltage on the interconnect signals between these components since they would no longer go off the chip. This approach would minimize volume and reduce power. However, it would also have the highest cost since a single piece of silicon would have to yield three working parts together. The next step down from integrating the parts at the wafer level would be to build a hybrid using known good devices. At near the same level of integration as a hybrid, BAE Systems currently has an ongoing effort in which a small printed circuit board with microvia technology is coupled with chip scale device packaging to significantly reduce the size of the board real estate required relative to a conventional printed wiring board

approach. The next level of board level packaging is essentially the standard level where BAE Systems has built numerous boards for multiple customers.

Other factors in the size and weight determination include the memory configuration. If SRAM is needed, BAE Systems has modules which place up to 5 SRAMS into a stacked hermetic package. If SDRAMs are needed for density standard 4 high stacks are available. BAE Systems has stacked packages with up to 40 memory devices per package, and is currently designing a card using stacked packages with up to sixteen 512 Mbit SDRAMs. Additional factors to be considered are card interfaces such as backpanel connections (if used) and I/O not associated with a backpanel (size of connectors). Some of the available options for the RAD750 will be different for the OBC 695 processor depending on the aggressiveness of the approaches selected.

Realizable power reductions largely depend on the throughput needed. Clock rates can be reduced which lowers power consumption and devices can be selected which use lower voltage levels. These trades will be determined by the application requirements. A simple example in the RAD750 is the use of an L2 cache which, if needed, will increase power marginally.

1.1.3 DC-DC Converters

BAE Systems will examine the trade space for DC to DC point of load converters. Depending on the actual flight radiation environment, it may be feasible to use commercial converters which greatly reduce the cost and size requirements. Key questions to be addressed are the voltages needed for the cards and the interface characteristics. For example, is galvanic isolation handled at a higher level? Is EMI filtering done prior to the delivery of the 28 volts to the card, what temperature range will the devices have to work over, and what is the power load (driven by the components selected for use) that must be provided? BAE Systems will examine commercial converters, radiation tolerant converters, and what would be necessary to realize a radiation hardened capability, if needed.

1.1.3.1 SEE Testing Of Commercial DC to DC Converters

In order to fully evaluate the commercial DC to DC converters SEE testing will be required. This testing should be done as early as possible in the study to narrow the trade space. The SEE testing will consist of latchup testing up to an LET of 85, and an SEU characterization over the LET range from 4 to 59. By completing this effort BAE Systems will be able to fully trade the opportunities for high efficiency and minimum board space presented by the commercial converters against their upset characteristics in the application orbits. The testing will consist of 12 hours of beam time with the most likely facility being Brookhaven National Laboratories.

1.1.4 Development Specifications and IPT Participation

An Interface Control Document and CPS Specification will be generated and reviewed to provide the basis for the Mini-RF Sensors Payload/Bus Control Processor development. We expect significant interaction with the Government and IPT team will be necessary to define the requirements and goals which will subsequently lead to the processor specification.

1.1.5 Cost Analysis

The cost analysis portion of this phase is largely a part of the requirements definition and trade studies described in previous sections. A cost target for both Recurring and Non-Recurring efforts should be established as early as possible, along with a weighting function to be used in the trade studies. As a part of the trade studies, cost estimates will be developed for each option. The weighting for the costs will be a part of the trade study and the weights will be developed with significant customer and IPT team interaction. At the completion of the trade studies, the cost for the NRE and REC portions of the program will be known, based on the implementation options selected. Costs will be determined and presented for both processors.

1.1.6 Government Furnished Equipment

It is expected that no GFE will be required for the performance of the Phase 1 effort.

1.1.7 Phase 1 Tasks

The work effort for Phase 1 will consist of the following tasks:

1. Participation in IPT and customer working groups to define the requirements and goals for RAD750 and OBC695 processor types.
2. Generate candidate architectures, miniaturization options, power reduction, and cost options for both CPS implementations.
3. Perform a trade study using the defined requirements and goals to select an optimum configuration and architecture from the candidate approaches. The weighting for the selection criteria shall be agreed upon with the customer prior to the selection of the candidate approach.
4. Deliver a Preliminary Report which presents the results of the Phase 1 study covering as much material as available when the report is generated. This report shall be delivered no later than 2 months after contract award.
5. Deliver a Final Report which presents the results of the Phase 1 study. This report shall be delivered 3 months after contract award.
6. Generate a draft Preliminary ICD for the each CPS, a draft Preliminary Specification for each CPS, and cost estimates for each system. To be submitted with the Phase 1 Final Report.
7. A final draft version of the ICD and Processor Specifications will be generated based on customer feedback and will be released through our Program Data Management (PDM) system. They will be provided no later than 6 months after contract award.
8. In support of the trade study perform SEE testing of commercial high efficiency power converters in order to project their performance in the application orbits. This testing will consist of sample preparation, test hardware checkout, and up to 12 hours of beam time at Brookhaven National Laboratory.
9. In support of the trade study perform Outgassing characterization of the commercial power converters if the SEE testing is successful.
10. Define a software development environment for application code development (or port), verification, integration and test.
11. Implement a Program Management effort that includes Business Management, Subcontract Management, Master Planning, and Contracts Administration. This task shall ensure that all contract objectives are achieved within the cost and schedule constraints.
12. Status reports consisting of status charts shall be prepared. These charts should concentrate on the technical progress, action items, and identification of any needed information and minutes of the technical review, to be provided monthly.
13. Export options for the SSTL 695 processor will be determined during the phase 1 study.

1.2 Processor Design, Development and Production Phase (Phase 2)

The Phase 2 effort will be defined at a later date and will be incorporated by contract modification.

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C.33 CONTRACT DATA REQUIREMENTS LIST

Item CLIN 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 3 August 2005, Exhibit "A" of this contract.

Item CLIN 0004 is TBD via contract modification.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

5252.247-9507	Packaging And Marking Of Reports	SEP 1999
5252.247-9517	Packing Requirements For Shipments Containing Non- Manufactured Wood Packing Materials	FEB 2002

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5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

Naval Air Warfare Center Weapons Division
Code 452400D
507 East Corsair Street, Stop 2012
China Lake, CA 93555-6100

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	6 months after contract award	1 LOT	FOB: Destination	N68936
0002	As defined on DD1423s.	1 LOT	FOB: Destination	N68936
0003	TBD	1 LOT	FOB: Destination	N68936
0004	As defined on DD1423s.	1 LOT	FOB: Destination	N68936

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) PCO, Code 254100D, 429 E. Bowen Road, Stop 4015.
- (2) ACO, Code S2404A.
- (3) Technical, Code 452400D, 507 East Corsair Street, Stop 2012.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: Naval Air Warfare Center Weapons Division, China Lake, CA 93555-6100 All CDRL submittals may be delivered electronically in accordance with the DD1423s.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 5753600 0000 295 60016 7 120000 00 659901 F44827065990 1
AMOUNT: \$438,679.00
CIN 001014659800001: \$438,679.00

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9500 POINTS OF CONTACT (SEP 1999)

(a) The Technical Point of Contact (TPOC) for this contract is Bill Marinelli, Naval Air Warfare Center Weapons Division, Code 452400D, 507 East Corsair Street, Stop 2012, China Lake, CA 93555-6100.

(b) The TPOC will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.

(c) The TPOC is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the TPOC requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TPOC to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. Any failure by the contractor to notify the Contracting Officer in writing of any changes is an admission that the contractor is working at its own risk on a voluntary basis. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue.

5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999)

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to DCMA, See SF 33, Block 24.

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows: Pursuant to the instrument of assignment, dated _____, make payment of this invoice to [name and address of assignee].

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

For purposes of this contract, paragraph (c) does not apply.

5252.232-9510 PAYMENT OF FIXED FEE (AUG 2003)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than [bi-weekly] based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the [related provisional payment on account of allowable cost is to the total estimated cost of the contract or order]. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of discontinuance of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order thereunder.

5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (APR 2005)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dod.mil/dfas/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.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAY 1998)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: DCMA, See SF33, Block 24.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: NONE.

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by the Naval Air Systems Command, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

Bill Marinelli

(c) Paying Office. The disbursing office which will make payments is designated as follows:
See SF33, Block 25

(d) Remittance Address. The address to which payments should be mailed by the Government is: IAW CCR
For purposes of this contract, paragraph (4) does not apply.

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.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: __sandra.sutton@baesystems.com_____

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

This contract has 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:

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 FULL TEXT

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSDL, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code 7710000D
Naval Air Warfare Center Weapons Division
1 Administration Circle, Stop 1009
China Lake, California 93555-6001

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

For clarification of this clause, the Contract Administrator addressed in (a) and (b) is referenced within Block 24 of the Standard form 33.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government

neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The contractor shall include the provisions of paragraphs (a) through (c) above in any subcontracts awarded under this contract.

**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.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS,
LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALT II (DEC 1996)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

DCAA National Branch
20251 Century Blvd.
Suite 330
Germantown, MD 20874-1162

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer):

Code 452400D william.marinelli1@navy.mil

Code 210000D laurel.fletcher@navy.mil

COMMANDER
CODE J26000D
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE
CHINA LAKE CA 93555-6100

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN).
- (2) Subline item number (SLIN).
- (3) Accounting Classification Reference Number (ACRN).
- (4) Payment terms.
- (5) Procuring activity.
- (6) Date supplies provided or services performed.
- (7) Costs incurred and allowable under the contract.
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

- is required with each invoice submittal.
- is required only with the final invoice.
- is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
- is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/ SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (MAR 2000)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.232-9516 ALLOTMENT OF FUNDS-INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (APR 1985) (NAVAIR)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract--

- (i) the amount available for payment and allotted to this incrementally funded contract is \$_____;
- (ii) the items covered by such amount are Item(s) _____; and
- (iii) the period of performance for which it is estimated the allotted amount will cover is _____.

This clause will apply and be completed for Phase 2 via contract modification.

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:

PCO: Diane Foucher
760-939-8160

Naval Air Warfare Center Weapons Division
Code 254100D
429 E. Bowen Road, Stop 4015
China Lake, CA 93555-6108

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	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
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
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
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration Of Cost Accounting Standards	APR 2005
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.246-23	Limitation Of Liability	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	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	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7003	Item Identification and Valuation	APR 2005
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
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003

252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.227-7000	Non-estoppel	OCT 1966
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
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7003	Frequency Authorization	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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).

52.244-2 SUBCONTRACTS (AUG 1998)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

*

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.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List, DD Form 1423 for CLIN 0002	4	8/03/05
Exhibit B	Contract Data Requirements List, DD Form 1423 for CLIN 0004 TBD via contract modification	TBD	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188						
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>												
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC								
D. SYSTEM/ITEM Aerospace Miniature Radio Frequency (Mini-RF) Advanced Technology Program Demonstrations			E. CONTRACT/PR NO. N68936-05-C-0066		F. CONTRACTOR BAE Systems							
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE Phase I Study							
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A			5. CONTRACT REFERENCE SOW Para 1.1.7.4, 1.1.7.5, 1.1.7.6		6. REQUIRING OFFICE NAVAIRWD CODE 452400D							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY 2 TIMES	12. DATE OF FIRST SUBMISSION 60 DAC		14. DISTRIBUTION							
8. APP CODE N/A	16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 90 DAC		a. ADDRESSEE		b. COPIES					
							Draft	Final				
Block 16 Remarks Block 4: May be in contractor format as long as DID is used for guidance. Block 9: Distribution statement will be provided by the Government prior to 1st submittal. Block 14: Shall be delivered in an electronic format agreed upon by both Government and contractor prior to 1st submittal.					Code 452400D	1	1	0				
					Code 210000D		LTR	ONLY				
					15. TOTAL →					1	1	0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 050712	I. APPROVED BY  DRRB Chairperson		J. DATE 050803						

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: CMAN			
D. SYSTEM/ITEM Aerospace Miniature Radio Frequency (Mini-RF) Advanced Technology Program Demonstrations			E. CONTRACT/PR NO. N68936-05-C-0066		F. CONTRACTOR BAE Systems		
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM INTERFACE CONTROL DOCUMENT (ICD)			3. SUBTITLE DRAFT CPS ICDs		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81248A			5. CONTRACT REFERENCE SOW Para 1.1.7.6 , 1.1.7.7		6. REQUIRING OFFICE NAVAIRWD CODE 452400D		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY 2TIMES	12. DATE OF FIRST SUBMISSION 90 DAC	14. DISTRIBUTION			
8. APP CODE A	16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 180 DAC	a. ADDRESSEE		b. COPIES	
						Draft	Final
<p>Block 16 Remarks</p> <p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution statement will be provided by the Government prior to 1st submittal.</p> <p>Block 12& 13: Documents shall be provided for each of the CPS designs. Final draft version shall have Government comments incorporated."</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both Government and contractor prior to 1st submittal.</p>				Code 452400D	1	1	0
				Code 210000D		LTR	ONLY
				15. TOTAL →			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 050712	I. APPROVED BY  DRRB Chairperson		J. DATE 050803	

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D. SYSTEM/ITEM Aerospace Miniature Radio Frequency (Mini-RF) Advanced Technology Program Demonstrations			E. CONTRACT/PR NO. N68936-05-C-0066		F. CONTRACTOR BAE Systems					
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM DETAIL SPECIFICATION DOCUMENTS			3. SUBTITLE DRAFT CPS Specifications					
4. AUTHORITY (Data Acquisition Document No.) DI-SDMP-81464A			5. CONTRACT REFERENCE SOW PARA 1.1.7.6, 1.1.7.7		6. REQUIRING OFFICE NAVAIRWD Code 452400D					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY 1TIME	12. DATE OF FIRST SUBMISSION 90 dac	14. DISTRIBUTION						
8. APP CODE A	16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 180 DAC	a. ADDRESSEE		b. COPIES				
						Draft	Final			
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				Code 210000D				LTR	ONLY	
				15. TOTAL →				1	1	0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 050712	I. APPROVED BY  DRRB Chairperson		J. DATE 050803				

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D. SYSTEM/ITEM Aerospace Miniature Radio Frequency (Mini-RF) Advanced Technology Program Demonstrations			E. CONTRACT/PR NO. N68936-05-C-0066		F. CONTRACTOR BAE Systems				
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227			5. CONTRACT REFERENCE SOW Para 1.1.7.12		6. REQUIRING OFFICE NAVAIRWD CODE 452400D				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC		14. DISTRIBUTION				
8. APP CODE N/A	16	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM + 10		a. ADDRESSEE		Draft	b. COPIES	
									Final
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					Code 210000D	0	1	0	
					15. TOTAL →				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 050712	I. APPROVED BY  DRRB Chairperson		J. DATE 050803			

CONTRACT DATA REQUIREMENTS LIST, EXHIBIT B will be added by contract modification for Phase 2.