

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-A7	PAGE OF PAGES 1 36	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-09-C-0138		3. EFFECTIVE DATE 30 Sep 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY CDR NAWCWD CODE 2541000 ATTN: G. OLSON (760) 939-0829 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001			CODE S0107A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) APPLIED GEO TECHNOLOGIES, INC. DEBRA S. BURGR 390 INDUSTRIAL RD STE 2 CHOCTAW MS 39350-4259				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 3DY06		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338	
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 See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT (b)(4)							
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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 ___ 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 N68936-09-R-0069-0001 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 OF CONTRACTING OFFICER DIANE E FOUCHER / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8160 EMAIL: diane.foucher@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 <i>Diane E. Foucher</i> (Signature of Contracting Officer)		30-Sep-2009	

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

Contract Specialist

Name: Gina Olson
Phone: (760) 939- 0829
DSN: 437- 0829
FAX: (760) 939- 8107
Email address: gina.olson@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 254100D (G. Olson – 760-939-0829)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 254100D (G. Olson)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

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 254100D (D. Foucher – 760-939-8160)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 254100D (D. Foucher)
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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EW SITE Lite FFP The contractor shall supply an Electronic Warfare System Integration Test Environment Lite (EW SITE Lite) including two Synthetic Source Instruments and a Stimulus Cabinet in accordance with the attached Statement of Work (SOW), Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: 1300127203	1	Each	(b)(4)	(b)(4)

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000101	For Navy Accounting Purposes Only	(b)(4)
CIN: 130012720300001		ACRN AA
PURCHASE REQUEST NUMBER: 1300127203-0001		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Maintenance Alignment Cabinet FFP The contractor shall supply a Maintenance Alignment Cabinet without an SSI in accordance with the Attachment 1: Statement of Work. FOB: Destination	1	Each	(b)(4)	(b)(4)

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0003	CDRLs	NSP

The contractor shall provide data in accordance with the attached Contracts Data Requirements List (CDRL), Exhibit A. F.O.B. Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Years	(b)(4)	(b)(4)
OPTION	Maintenance Support FFP				
	In accordance with the Statment of Work, Attachment 1, paragraph 3.10				
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		7	Each	(b)(4)	(b)(4)
OPTION	Synthetic Source Instruments FFP				
	The contractor shall provide Synthetic Source Instruments (SSIs) that meet the requirements of the Attachment 1 Statement of Work. This option may be exercised for any quantity up to a total of seven more than one time.				
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot	(b)(4)	(b)(4)
OPTION	Training FFP The contractor shall provide training in accordance with paragraph 3.22 of the Attachment 1: Statement of Work FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Each	(b)(4)	(b)(4)
OPTION	System Installation FFP The contractor shall provide system installation in accordance with paragraph 3.21 of the Attachment 1: Statement of Work FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Each	(b)(4)	(b)(4)
OPTION	Maintenance Alignment Cabinet FFP Contractor shall supply a Maintenance Alginment Cabinet with one SSI each in accordance with the attached Statement of Work (SOW), Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: 1300127203				

FUNDED AMOUNT

Section C - Descriptions and Specifications

STATEMENT OF WORK

The Electronic Warfare Systems Integration Test Environment Lite (EW SITE Lite) shall be in accordance with the Statement of Work dated 10 June 2009, Attachment 1 as tailored below. Additionally the following exceptions apply:

Paragraph 3. - The minimum capability shall be two (2) ports with one (1) SSI each instead of four (4) ports.

Paragraph 3.2 - Geo-location requires a software upgrade that is not included in this contract.

Paragraph 3.5 - Geo-location and specific emitter ID require a software upgrade that is not included in this contract.

Paragraphs 3.7 is not applicable.

Paragraph 3.11 - Calibration will require a commercially available RF Power Meter that is not included in this contract.

Paragraph 3.15 - compliance will require a software upgrade that is not included in this contract.

Paragraphs 3.19 is not applicable and will require a software upgrade that is not included in this contract.

Paragraph 3.20 - This specification is dependent on the number of SSIs included in the system. For each SSI, the system shall be capable of generating one (1) continuous wave (CW) emitter or two (2) pulse Doppler signals or 16 AI emitters.

Paragraph 3.21 - If CLIN 0007 is exercised, System Installation shall occur at Point Mugu, CA instead of China Lake, CA. The final sentence is deleted since 3.19 is not applicable.

Paragraph 3.22 is reduced from twenty trainees to ten.

Paragraph 3.23 - Specifically Negotiated License Rights negotiated on N68936-07-C-0971 will be incorporated into this contract by contract modification. No special support tools are required and Commercial Off the Shelf tools are not included in this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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	Origin	Government	Origin	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

If CLIN 0007 is not exercised prior to delivery inspection and acceptance for CLIN 0002 shall be at Origin.

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Not Applicable. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVAIR) (OCT 2005)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by DCMA at the contractor's or subcontractor's plant located at 390 Industrial Rd, Choctaw, MS 39350-4259. Final inspection and acceptance shall be made by Electronic Combat Systems Evaluation Laboratory 30 days after installation.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	28-FEB-2011	1 Each	COMMANDER, NAWCWD (b)(6) (CODE 45P300E) 575 "I" AVE, SUITE 1 POINT MUGU CA 93042-5049 (b)(6) FOB: Destination	N63126
0002	28-FEB-2011	1 Each	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63126
0003	In accordance with DD Form 1423-1	Lot	In accordance with DD Form 1423-1 FOB: Destination	
0004	POP from delivery of CLINs 0001 & 0002 or 0008	12 Months	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63126
0005	15 months after exercise of option	7 Each	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63126
0006	Within 6 months after exercise of option	1 Lot	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63126
0007	Within 6 months after exercise of option	1 Each	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63126
0008	28-FEB-2011	1 Each	(SAME AS PREVIOUS LOCATION) FOB: Destination	N63126

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

“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.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST COD (b)(4) 179
AMOUNT: (b)(4)
CIN 130012720300001: (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9500 GOVERNMENT POINTS OF CONTACT (NAVAIR)(OCT 2005)

(a) The TPOC for this contract is

(b)(6)

(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.

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: Hopc Latiolais
PHONE (BUS): 601-663-7474
PHONE (AFTER HOURS):

ALTERNATE:

NAME: Debra S. Burgr
PHONE (BUS): 601-663-7415
PHONE (AFTER HOURS): 601-575-4696

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: [WAWF Overview](#).

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 760-939-0797 (contracts \$100K or greater) or 805-989-3969 (less than \$100K) or DFAS via the numbers listed at www.dfas.mil.

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the [WAWF Technical Information](#) and [WAWF Training](#) websites.

(4) 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 attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE					
Invoice Type:	--Select Combo for Fixed Price Supplies and Services. --Select Cost Voucher for all Cost or T&M contracts or CLINs. --The 2-in-1 invoice is not authorized for use by NAVAIR. --Questions? Call 1-866-618-5988				
DoDAAC Description	Located in Block				
	DD1155 (Destination Acceptance)	DD1155 (Source/ Origin Acceptance)	SF26	SF33	SF1449
Issuing Office DoDAAC	6	6	5	7	9
Administrating Office DoDAAC	7	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	6	6	5	7	9
Pay Office DoDAAC	15	15	12	25	18a

(c) Cost Vouchers also require the cognizant **DCAA DoDAAC**, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Gina Olson	Gina.olson@navy.mil	760-939-0829	Contract Specialist
	(b)(6)		TPOC
	(b)(6)		Alternate TPOC

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:
See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: {none} or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

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: _hlatiolais@appliedgeotech.com; dburgr@appliedgeotech.com

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005) - ALT I (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, or Compressed Work Schedule Alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (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 K00000D
Naval Air Warfare Center Weapons Division
1 Administration Circle, Stop 1009
China Lake, California 93555-6100

(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.

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:

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 254100D (D. Foucher 760-939-8160)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):
COMMANDER
CODE 254100D (D. Foucher)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR)(OCT 2005)

(a) Acceptance under Special Conditions. The Government may, at the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

- (1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;
- (2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,
- (3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract.

(b) Pending completion of any supply provisionally accepted under this provision, the Contracting Officer shall withhold an amount as he determines to be appropriate from the contract price that represents the estimated value of the work remaining to be performed. The withhold will be released after final acceptance.

Section I - Contract Clauses

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52.215-14 Alt 1	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
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52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
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52.232-9	Limitation On Withholding Of Payments	APR 1984
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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	SEP 2007
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
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	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
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252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
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252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
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252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
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CLAUSES INCORPORATED BY FULL TEXT

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within two weeks of contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [] assigned to contract number [].

[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

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) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, 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).

52.232-32 PERFORMANCE-BASED PAYMENTS (JAN 2008)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the {30th} day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.244-2 SUBCONTRACTS (JUN 2007)

(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) 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 (c) or (d) of this clause.

(c) 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.

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

(e)(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 (b), (c), or (d) 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 (b), (c), or (d) of this clause.

(f) 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.

(g) 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).

(h) 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.

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4) _____

*(To be completed at time of award)

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): <http://www.arnet.gov/far> or <http://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.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

252.219-7009 SECTION 8(a) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U. S. Small Business Administration
Mississippi District Office
Attn: Ms. Alice Doss
210 E. Capital Street, Suite 900
Jackson, MS 39201

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

(a) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for

manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

- (i) Necessary for emergency repair and overhaul; or
- (ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;
- (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
- (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are--

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--
 - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
 - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this

contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

**Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Technical Data.**

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____
 Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights _____
 Contract No. _____
 Contractor Name _____
 Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings*.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation

of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data*.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers*.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS & ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	4	11 June 2009
Attachment 1	SOW	15	10 June 2009
Attachment 2	Milestone Payments	1	29 Sep 2009
Attachment 3	AGT Transmittal Letter w. Assumptions and Notices	3	29 Sep 2009
Attachment 4	Identification & Assertion of Use, Release, or Disclosure Restrictions	2	30 July 2009

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MGMT ILSS						
D. SYSTEM/ITEM EW SITE LITE		E. CONTRACT/PR NO. N68936-09-C-0138		F. CONTRACTOR					
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TRAINING MATERIAL		3. SUBTITLE System Training						
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80872		5. CONTRACT REFERENCE SOW para 3.22		6. REQUIRING OFFICE NAWCWPNS CODE 45P300E					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Block	10. FREQUENCY 1TIME	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE A	11. AS OF DATE D	13. DATE OF SUBSEQUENT SUBMISSION N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE				
16. Remarks BLOCK 4: May be in contractor format as long as DID is used for guidance. BLOCK 9: Use Distribution Statement D: Distribution authorized to Department of Defense and DoD contractors only. Critical technology determined on 14 January 2002. Other requests for this document shall be referred to Naval Air Warfare Center Weapons Division (Code 45P300E), 575 I Avenue, Suite 1, Point Mugu, CA 93042-5001. DESTRUCTION NOTICE – Follow the procedures in DoD 5220.22-M; Industrial Security Manual, Section II-19; or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. Blocks 12 and 13: Initial submittal shall be submitted 30 DP to first scheduled training. Final submittal shall be 15 DA receipt of Government comments with comments incorporated. Block 14: Shall be submitted in electronic format agreed upon by both Government and Contractor prior to first submittal.					b. COPIES				
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					PCO			LTR	ONLY
					15. TOTAL				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 090611	I. APPROVED BY <i>Jan Murphy</i> DRRB Chairperson		J. DATE 090611				

Attachment 1

**Statement of Work for
the Electronic Warfare
Systems Integration Test
Environment
Lite**

June 10, 2009

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1 Scope

The Electronic Combat Systems Evaluation Laboratory (ECSEL) has been tasked to test threat data files for the F/A-18 Advanced Weapons Laboratory (AWL) and requires a smaller version of the Radio Frequency (RF) Electronic Warfare Systems Integration Test Environment (EW SITE Lite). The EW SITE Lite will include four Synthetic Source Instruments (SSIs). The proof of concept for the EW SITE Lite, including a Next Generation EW Simulator interfaced with the existing laboratory aircraft flight model and environmental threat simulation system, will be used to adequately and efficiently develop and test current and future systems and capabilities in support of the warfighter. The test environment must support the capability to validate the performance and integration of the systems and capabilities of all variants of the F/A-18. This includes current and projected systems and capabilities.

The EW SITE Lite will be used to test the full complement of F/A-18 subsystems using the RF spectrum. This includes jammers, Radar Warning Receivers (RWRs), Electronic Support Measure (ESM) systems, Global Positioning Systems (GPSs), data links, radios, and communications jamming equipment, as well as subsystems and algorithms indirectly stimulated by the RF environment such as countermeasures dispensers and geo-location algorithms. The EW SITE Lite will be used to validate integrated system performance using a realistic stimulus in a laboratory environment. The system will be required to create simulations of real world threat scenarios, and also to stress test systems under test (SUT) with pulse densities not available in open-air ranges. Generically speaking, these systems include:

- RWR Systems, both analog and Digital Signal Processor (DSP)-equipped configurations
- Precision, tactical, stand-off jamming systems
- Voice/data/video communications systems.
- RF countermeasures systems, both on board (internal and/or pod) and off board.
- Mission and other system computers associated with EW
- Counter Measures (CM) Dispenser systems
- Aircraft fire control radar systems

Specific versions of the systems likely to be tested using the EW SITE include:

ALR-67E(V)2

ALR-67A(V)3

ALR-67B(V)3

ALR-67 Digital Cued Receiver (DCR)

ALQ-126B

ALQ-165

ALQ-214

ALQ-218

ELTA/8222

ALE-47

BOL IR and BOL Chaff Integration

AESA

APG-73

ARC-210

Multifunctional Information Distribution System (MIDS)

Tactical Targeting Network Technology (TTNT)

Joint Tactical Radio System (JTRS)

ALQ-227

ALE-50

ALE-55

Mission Computer algorithms

MSI (A/A and A/G)

Geo-location algorithms

Sensor fusion

Ambiguity reduction

2 Applicable Documents

It is the Government's responsibility to ensure that any IT procurements made by the Contractor under the scope of this PWS are in accordance with the following IT Compliance paragraphs. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval. The following paragraphs are for information only.

2.1 Clinger-Cohen Act: This clause is required in all IT procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

2.2 System Software / Application Compliance:

"All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DON/NAVAIR Functional

Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

2.3 Information Assurance (IA): This is required on all DON Contracts

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DON. DON CIO (Chief Information Officer) is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

"All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1E--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA POC is available via the NAVAIR portal at <https://air74.navair.navy.mil>

All IT procured on behalf of NAVAIR shall meet all DOD/DON and NAVAIR IA policies. Failure to follow these policies will result in denied access to NMCI, One Net, ISNS and other DON, DOD and Joint Networks. These IA policies are standard across the Dept and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors subsequent to a NAVAIR contracts, regardless of the level of data processed shall be operated and in accordance the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet DOD 8500.2 IA Controls, is subject to validation scanning and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria before being connected to any DoD or NAVAIR network in support of this contract. Requirements include:

- A. Network Vulnerability Scanning.** NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DOD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- B. Extent of Validation Scanning.** To prevent scanning of “corporate” assets, all such networks, equipment and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;
- C. Circuit Provisioning.** Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6212.11B;
- D. Servicing Systems from a Remote Contractor Site.** Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- E. Memorandum of Agreement and Inter-connection Agreements.** An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

2.4 Enterprise Architecture:

Contractor Networks and connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIR-provided VPN Outreach service or NAVAIR CIO approved IP service.

Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.

Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

2.5 Additional Applicable Documents (not related to the IT required Clauses above):

MIL-STD-1553

**DoD Interface Standard for Digital Time Division
Command/Response Multiplex Data Bus, dtd 21 Sep 78 (Notice 4 dtd**

	15 Jan 96)
IEEE 1278.1A	Standard for Distributed Interactive Simulation (DIS) – Applications Protocols
DOD 5220.22-M	National Industrial Security Program Operating Manual, dtd Feb 06
DOD 5220.22-M	National Industrial Security Program Operating Manual Supplement, dtd Dec 94
DODD 5200.28	Security Requirements for Automated Information Systems (AISs), dtd 21 Mar 88
DODD 5220.22	National Industrial Security Program, dtd 27 Sep 04
DODD 8500.1	Information Assurance, dtd 24 Oct 02
DODI 5000.2	Operation of the Defense Acquisition System, dtd 12 May 03
DODI 5200.40	Depart of Defense Information Technology Security Certification and Accreditation Process (DITSCAP), dtd 30 Dec 97
DODI 8500.2	Information Assurance Implementation, dtd 6 Feb 03
DODI 8510.bb	DOD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
DODI M-8510.1	DOD Information Assurance Certification and Accreditation Process (DIACAP) (DRAFT)
SECNAVINST 5000.2C	Implementation and Operation of the Defense Acquisition System and the Joint Capability Integration and Development System, dtd 19 Nov 04
OSD Memo	8 Mar 00

3 Requirements

The EW SITE Lite shall consist of the RF signal generation equipment and the controller for the RF simulation and interface with other EW SITE units and the ECSEL lab environmental simulation. The minimum capability is to provide four (4) ports of RF output that shall be independently configurable to provide stimulus to a single aircraft system or multiple aircraft systems. The EW SITE Lite shall be delivered as a basic system on CLIN 0001 and if the option is exercised, as a Maintenance Alignment Cabinet on CLIN 0002.

The EW SITE Lite shall be expandable through the use of a modular design to allow additional ports to be added in the future. In addition to being able to expand the number of ports, the RF signal capacity of each port shall be expandable as well.

The EW SITE Lite shall simulate threat and friendly radar systems, communications, and Data Link systems for the purpose of performing systems integration and test on all variants of the F/A-18 aircraft. The EW SITE Lite shall be able to create a complex and realistic RF environment in the controlled space of an integration laboratory. The following list of current and future capabilities are requirements to be tested by the EW SITE Lite:

- Single ship geo-location of emitters.
- Multi ship geo-location of emitters.
- Specific Emitter Identification (SEI).

- Real World Mission Playback.
- Sensor Fusion
- Air to Ground (A/G) Multi Source Integration (MSI).
- Air to Air (A/A) MSI.
- Active Electronically Scanned Array (AESA) integration/RF compatibility.

Due to the highly specialized nature of the requirement, and the proprietary knowledge and components needed for performance, the contractor is directed to obtain those services, subassemblies and components necessary for successful contract completion from ^{(b)(4)}
(b)(4)

- Data Link testing and integration.

3.1 Frequency range

The EW SITE Lite shall have the capability of operation over a frequency range from 20 MHz to 22 GHz.

3.2 RF Performance

The very stringent requirements set forth in Table 1 for RF performance derive directly from the need to accurately create high fidelity environments for precision geo-location and SEI capabilities testing and Verification and Validation (V & V). Geo-location is clearly the most spatially demanding while SEI is more demanding of precision and repeatability. The requirements for phase, time-of-arrival, and amplitude performance for geo-location are driven by the need to provide simultaneous, real-time, stimuli to two aircraft at different ground speeds and in different locations within the same simulation space making simultaneous measurements of the same or different parameters on a single pulse from the same threat emitter. The absolute frequency accuracy requirement derives from the need to insure that all threat signal simulations always fall within the parameters derived from the Electronic Warfare Integrated Reprogramming (EWIR) and as coded for the SUTs in their respective User Data Files (UDFs).

	PARAMETER	REQUIREMENT	DESIGN	COMMENTS
01	Frequency Range	0.02 – 22 GHz.	(b)(4)	(b)(4)
02	Frequency Accuracy	+/-5 x -7		
03	Frequency Resolution	1 Hz.		
04	Stability, Short Term	5 x -9		
05	Stability, Long Term	5 x -7/Year		
06	Phase noise	- 90 dBc/Hz. @ 10 KHz. Offset		
07	Spurious Signals	< -55 dBc		
08	Harmonics	< -60 dBc		
09	Noise Power in 1 MHz. BW	- 75 dBm		
10	Power Output	- 5 dBm		
11	Dynamic Range	No Less Than 85 dB		
12	Amplitude Accuracy	+/-1 dB		
13	Amplitude Resolution	0.25 dB		
14	Port-to-port Amplitude Tracking	1 dB		
15	Phase Coherence	1 _o		

Table 1. RF Performance

3.3 Pulse, modulation and timing performance

The parametric requirements in Table 2 apply specifically to the characteristics of pulse modulated signal simulations. All requirements apply simultaneously to every emitter being simulated, regardless of the total programmed pulse density being generated by the emitter simulation equipment.

	PARAMETER	REQUIREMENT	DISCLOSURE	COMMENTS
01	Pulse Width Range	50 nS to 200 mSec.	(b)(4)	(b)(4)
02	Pulse Width Resolution	10 nS.		
03	On-Off ratio	> 75 dB		
04	Pulse Width Accuracy	+/-5 nS.		
05	PRI Range	512 nS – 200 mSec.		
06	PRI Resolution	0.5 nS.		
07	PRI Accuracy	+/-100 pS.		
08	TOA Range	.25 nS – 55 nSec		
09	TOA Accuracy	+/-100 pS.		
10	TOA Resolution	0.25 nS.		
11	Pulse On-Off ratio	> 75 dB		
12	Minimum Pulse Rise Time (Tr)	< 10 nS.		
13	Pulse Tr & TrRange	10 - 100 nS.		
14	Pulse Tr & Tr Resolution	10 nS.		
15	Pulse Tr & TrAccuracy	+/-100 pS.		

Table 2. System Pulse, Timing and Modulations Requirements

3.4 Ability to test current systems and capabilities

In addition to the capability to create all the current simulations ([Pulse Recognition Signal] Pulse Repetition Interval (PRI), PRI types, Pulse widths, scan characteristics, and associated signal pairs) the EW SITE Lite shall also be able to simulate the scan characteristics of new generation Airborne Intercept (AI) RADARS and create high fidelity Barker code with variable transition times and dwell periods faithful to the threats being simulated. The basics of the existing systems performing this function, including adequate threat environment density and generation of precise emitter pairs for real-time correlation shall be preserved in the new equipment.

3.5 Ability to test future systems and capabilities

The EW SITE Lite shall be sufficiently flexible and upgradeable to support the testing of future systems or capabilities such as future Electronic Support Measure (ESM) systems, geo-location algorithms, and specific emitter ID which would require user programmable or loadable Unintentional Modulation on Pulse (UMOP) and Intentional Modulation on Pulse (IMOP) simulation

3.6 Programming simulations and scenarios

The programming scheme for a new threat simulator shall be a user-friendly, English language, Graphical User Interface (GUI) with self-explanatory pull-down menus. The EW SITE Lite shall allow the creation of individual emitter simulations as well as the creation of multiple threat laydowns for the simulation of real world scenarios. These emitter simulations and threat scenarios shall be capable of being saved and re-used. The simulation and scenario files shall be saved on the system and must be capable of being archived on, and uploaded from, compact discs (CDs) and digital versatile discs (DVDs).

3.6.1 Ability to translate Navy files

The EW SITE Lite shall be able to translate existing Navy threat simulation files and scenario scripts currently being generated for other simulators. (Sample files will be provided under separate cover.)

3.6.2 Threat SIM transportability

Simulation files created on the EW SITE Lite shall be transportable (machine to machine) to other EW SITE Lite systems without modification of the file.

3.6.3 Support file input of sim parameters

The EW SITE Lite shall provide capability to import an off-line build capability of scenarios for entering SIM parameters to allow the user to create a SIM on his desktop computer without the need for special software. This capability shall be extended and allow import of threat laydowns (geographical locations) and scripted scenarios (lab flight path, threat on/off times, etc.).

3.7 High fidelity output capture

Deleted

3.8 Real time vernier capability

The EW SITE Lite shall allow an operator to manually pause and vary emitter parameters and restart, as a test is in progress, any one or more of the parameters of a threat being simulated and output to a SUT such as frequency, pulse width, and PRI. This allows both

verification of UDF limits and the ability to play “what if” scenarios with variables such as, reported threat changes and contemplated UDF updates, as well as the parametric measurement limits and resolutions of the SUT hardware and software.

3.9 System reliability

The EW SITE Lite shall have a Mean-Time-Between-Failure (MTBF) rate of 500 hours of maintenance-free operation. The MTBF goal is 2000 hours.

3.10 Ease of maintenance

The EW SITE Lite shall have a modular construction and be designed for maintainability. Effective Built-in-Test (BIT)/Failure-in-Test (FIT) facilitating restoration of EW SITE Lite equipment shall be included in the design. This results in very high operational availability (Ao) and that has a significant impact on both total life cycle cost of ownership and sustainment of laboratory test schedules. EW SITE Lite equipment troubleshooting and component replacement shall be capable of being done at the organizational level. The contractor shall provide one-year of on-call (by phone) maintenance support from date of delivery with regards to system maintenance, integration, and calibration. It is anticipated that the contractor will need a three-day on-site visit to Point Mugu during the first year after delivery. A date for this visit will be mutually agreed to and is dependant on operational status of the EW SITE Lite equipment. The purpose of this visit will be to perform general maintenance and fix any and all outstanding issues with the EW SITE Lite equipment. Issues as described in FAR 52.246-2 "Inspection of Supplies - Fixed-Price" shall be corrected at the contractor's own expense.

3.11 Ease of calibration

The EW SITE Lite equipment shall be able to be calibrated by the user without the need for additional instrumentation or test equipment. The EW SITE Lite shall also have a periodic automatic self-calibration that is capable of running in the background.

3.12 Long term supportability

The EW SITE Lite shall be of modular design and easily expandable and upgradeable.

3.13 System Replaceable Assembly (SRA)/Sub-assembly interchangeability

Field (user) replaceable hardware shall be interchangeable between EW SITE systems. This will increase flexibility and minimize the spares required.

3.14 Documentation

The contractor shall provide documentation describing system operation, training, and maintenance specifications/manuals. Upgrades of these specifications/manuals shall be provided with delivery of CLIN 0001 and as changes occur during CLIN 0004, Maintenance Support if the option is exercised.

3.15 Compatibility with laboratory environmental simulation

The EW SITE Lite shall have the capability to interface with the existing laboratory aircraft flight model and environmental threat simulation system via Ethernet using standard Distributed Interactive Simulation (DIS) IEEE 1278.1A internet protocol. This interface is utilized to pass threat and ownship truth data among DOD sites across the country for coordinated battle force interoperability exercises. With this interface, the EW SITE Lite shall have the capability to dynamically originate the threats for stimulation of avionics hardware systems and additionally pass them to the government lab simulation so that the simulated sensor models and other site simulations can operate on those threats in a coordinated mission environment. In addition, the EW SITE Lite shall dynamically receive ownship navigational truth data from the laboratory simulation for closed-loop dynamic testing.

The EW SITE Lite shall also have the capability to externally receive dynamic threat truth data generated and transmitted by other sites using DIS IEEE 1278.1A Internet protocol. When operating in this mode, the EW SITE Lite will not be required to originate threats, but internally operate solely on the externally received threats, providing a realistic RF representation of that threat to the local lab environment, as coordinated with the other participating sites in a coordinated exercise.

3.16 System environmental requirements

The EW SITE Lite shall operate using no special power and cooling beyond available lab power and the ambient conditioned air of the laboratory. The current power available in the laboratories is 400Hz, 28VDC, and 230VAC 60Hz . The ambient conditioned air of the laboratories is between 60-65 degrees F.

3.17 System mobility requirements

The EW SITE Lite shall be configured in modular, wheeled equipment racks in order that it may be moved between laboratories when necessary. The system should be capable of being up and running ready to support a test within one and one-half hours (1.5) after rolling into the laboratory.

3.18 System physical size

The size of the EW SITE Lite shall be kept to a minimum to facilitate mobility and to conserve valuable floor space in the laboratory. Maximum cabinet height shall be 80 inches, including casters; four (4) swiveling casters per cabinet.

3.19 Linking of labs/equipment

EW SITE Lite equipment in separate labs, or the same lab, shall be able to be linked into a seamless RF simulation that would support laboratory testing requiring either of the following:

- More ports of output than are available from a single EW SITE Lite to be used for the stimulation of a single aircraft lab, or

- Coordinated stimulation of separate aircraft labs for testing of multi-ship geo-location sensors and algorithms.

3.20 Signal density requirements

The capability to upgrade or reconfigure the system for more ports of output is required. The signal density generation capability of the EW SITE Lite shall be not less than 5 MPPS within any 500 MHz. bandwidth segments between 2 GHz. and 22 GHz. Signal simulation requirement for the EW SITE Lite shall be no less than four (4) continuous wave (CW) emitters, sixteen (16) Barker-coded AI emitters, and four (4) ground based pulse Doppler systems. (See also the modular expandability requirement).

3.21 System Installation

The contractor shall perform final installation and initial checkout of EW SITE Lite equipment at Point Mugu, CA. Acceptance will be contingent on final verification of system acceptance testing on-site at Point Mugu, CA. Acceptance testing will consist of (1) conversion of the Navy's current simulation files to the EW SITE Lite simulations, and (2) correct generation of new threat files that can be verified by stimulation of current Navy EW systems. Acceptance will also include: (1) the verification of the capability to link the EW SITE Lite with the requirements identified in paragraph 3.19 above, and (2) ability to playback multiple in-phase quadrature (IQ) source data.

3.22 System Training

Two-weeks of training shall be provided for up to 20 technical personnel on-site at Point Mugu, CA. Training shall include system operation, move and set-up between labs, maintenance/calibration of the system to include both periodic (monthly) and quarterly/yearly. Training shall also include threat simulation and scenario design, and conversion of simulations from current format to that of the EW SITE Lite.

3.23 Source code and support tools

The contractor shall deliver software source code (soft copy) and support tools for the Game Controller Computer Software Configuration Item (CSCI) and the System Model Builder CSCI. The contractor shall also deliver source code developed under this contract.

Acronyms and Abbreviations

A/A	Air to Air
ACAT	Acquisition Category
AESA	Airborne Electronically Scanned Array
AESA IQ	AESA In-Phase and Quadrature
A/G	Air to Ground
AI	Airborne Intercept
AM	Amplitude Modulation
AOA	Angle of Arrival
BIT	Built in-Test
CCA	Clinger-Cohen Act
CD	Compact Disc
CIO	Chief Information Officer
CM	Counter Measure(s)
COTS	Commercial Off the Shelf
CSC	Computer Software Component
CSCI	Computer Software Configuration Item
CW	Continuous Wave
DCR	Digital Card Receiver
DON	Department of the Navy
DSP	Digital Signal Processor
DVD	Digital Versatile Disc (formerly Digital Video Disc)
ESM	Electronic Support Measure
EW SITE Lite	Electronic Warfare systems Integration Test Environment Lite
EWIR	Electronic Warfare Integrated Reprogramming
FAM	Functional Area Manager
FIT	Failure-in-Test
FM	Frequency Modulation
FMOP	Frequency Modulation On Pulse
FOV	Field of View
FSK	Frequency Shift Keying
GPS	Global Positioning System
GUI	Graphical User Interface
IA	Information Assurance
IEEE	Institute of Electrical and Electronics Engineers
IMOP	Intentional Modulation On Pulse
IQ	In-phase and Quadrature
IT	Information Technology
JTRS	Joint Tactical Radio System
LBI	Long Baseline Interferometry
MIDS	Multifunctional Information Distribution System
mSec	Millisecond
MSI	Multi Sensor Integration
MTBF	Mean-Time-Between-Failures
NRFI	Not Ready for Installation
nS.	Nanosecond
PM	Pulse Modulation
PRI	Pulse Repetition Interval
pS.	Picosecond
QAM	Quadrature Amplitude Modulation
QPSK	Quadrature Phase Shift Keying
RF	Radio Frequency
RFCM	Radio Frequency Counter Measure(s)
RWR	Radio Warning Receiver
SBI	Short Baseline Interferometry
SEI	Specific Emitter Identification
SIM	Simulation
SRA	System Replaceable Assembly
SUT	System Under Test
TDOA	Time Difference of Arrival
TOA	Time of Arrival
TINT	Tactical Targeting Network Technology
T & E	Test and Evaluation
UDF	User Data File
UMOP	Unintentional Modulation On Pulse
V & V	Verification and Validation

Milestone Payment Schedule				
Milestone	Estimated Invoice Date	Milestone Title	Verification Method	% of Contract
Reference	5-Oct-09	Contract Award		
1	1-Mar-10	(b)(4)	(b)(4)	15%
2	1-May-10	(b)(4)	(b)(4)	25%
3	1-Oct-10	(b)(4)	(b)(4)	25%
4	1-Mar-11	(b)(4)	Government Acceptance	35%
			100%	100%