

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   60
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-09-D-0023		3. EFFECTIVE DATE 10 Apr 2009		4. REQUISITION/PURCHASE REQUEST/P PROJECT NO. 1300083726	
5. ISSUED BY CDR NAMCWD CODE 2542000 ATTN: C. KYTE (780) 939-2834 429 E BOWEN RD, STOP 4015 CHINA LAKE CA 93655-6100		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA PALMDALE 40015 SIERRA HIGHWAY SUITE B110 PALMDALE CA 93560		CODE 90303A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) COMPUTER TECHNOLOGY ASSOCIATES, INC. PEGGY GRISSET 543 W GRAAF AVE RIDGECREST CA 93655-5543				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
CODE 9Z710		FACILITY CODE		ITEM	
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182361 COLUMBUS OH 43218-2361		CODE HQ0339
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>					
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$6,525,140.59</b>
16. TABLE OF CONTENTS					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
X A	SOLICITATION/ CONTRACT FORM	1 - 2	X I	CONTRACT CLAUSES	47 - 59
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 27	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	28 - 31	X J	LIST OF ATTACHMENTS	60
X D	PACKAGING AND MARKING	32	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X E	INSPECTION AND ACCEPTANCE	33 - 34	K	REPRESENTATIONS, CERTIFICATIONS AND	
X F	DELIVERIES OR PERFORMANCE	35 - 38		OTHER STATEMENTS OF OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	39 - 40	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X H	SPECIAL CONTRACT REQUIREMENTS	41 - 46	M	EVALUATION FACTORS FOR AWARD	
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>					
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-0015-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER MARY K. JACOBS / PROCURING CONTRACTING OFFICER TEL: (760) 939-6043 EMAIL: mary.jacobs@navy.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  <i>Mary Jacobs</i> BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 10-Apr-2009
BY _____ (Signature of person authorized to sign)					

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**FOR YOUR INFORMATION:**

The following addresses and points of contact are provided:

Name: Collin Kyte

Phone: (760) 939-2634

DSN: 437-2634

FAX: (760) 939-8329

Email address: collin.kyte@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 220000D (C.Kyte – 760-939-2634)

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 220000D (C.Kyte)

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**

**B-FREE-TEXT**

This is a Firm-Fixed Price and Time and Materials, Indefinite-Delivery, Indefinite-Quantity (FFP/T&M-IDIQ), Delivery Order type contract, with a Three year period of performance.

The minimum quantity to be ordered for Years One through Three is 1 unit. The maximum quantity that may be ordered for Years One through Three of the various types of Electronic Assemblies totals 609 units. The minimum quantity of 1 unit will be ordered at Contract Award. Time and Material Contract Line items are ordered on an as needed basis.

Delivery orders will be issued in accordance with the ordering Clause of this contract. The minimum number of units to be ordered per individual Delivery Order is 1 unit. The maximum number of units that may be ordered per individual Delivery Order is 609 units.

For evaluation purposes, the Section B Contract Line Item Numbers (CLINs) are to be filled in with the Contractor's pricing for each ordering period in accordance with the step-ladder pricing identified therein. The evaluation quantity has been identified within each Sub-CLIN and will be used to establish the overall evaluated price for each CLIN, as well as the overall contract ceiling.

Ordering Periods are defined as follows:

Ordering Period I- Defined as Contract award through 365 days after Contract award.

Ordering Period II- Defined as 366 days through 730 days after Contract award.

Ordering Period III- Defined as 731 days through 1095 days after Contract award.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Advanced Power Monitors FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD222 Attachment (1), Drawing 1611AS13300-2 Attachment (2) and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination PURCHASE REQUEST NUMBER: 1300083728	30	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101		UNDEFINED		UNDEFINED	\$0.00
	Ordering Periods				
	FFP				
	Production Year 1				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		60	Each	(b)4	(b)4
	Power Monitor (GOLD)				
	FFP				
	In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD223 Attachment (3), Drawing 1611AS11043-1 Attachment (4) and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.				
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201		UNDEFINED		UNDEFINED	\$0.00
	Ordering Periods				
	FFP				
	Production Year 1				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		60	Each	(b)4	(b)4
	RF Interface Box				
	FFP				
	In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD224 Attachment (5), Drawing 1611AS13350-2 Attachment (6) and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.				
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Mini RF Interface Box FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD225 Attachment (7), Drawing 1611AS13630 Attachment (8), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	9	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Mini TM Pack FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD226 Attachment (9), Drawing 1611AS8750-1 Attachment (10), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	39	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501		UNDEFINED		UNDEFINED	\$0.00
	Ordering Periods				
	FFP				
	Production Year 1				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Mini Xpol Modulator	18	Each	(b)4	(b)4

Mini Xpol Modulator  
FFP

In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD227 Attachment (11), Drawing 1611AS13204 Attachment (12), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.

FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Ordering Periods	UNDEFINED		UNDEFINED	\$0.00

Ordering Periods  
FFP  
Production Year 1

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

Production Year 2

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

Production Year 3

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Dual Control Box (FOTD) FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD240 Attachment (13), Drawing 1611AS9600-5 Attachment (14), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	9	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Dual Control Box (DCB) FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD240 Attachment (13), Drawing 1611AS9600-4 Attachment (14), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	48	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000801	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Mini UCB to DCB Conversion Kit FFP In Accordance with Statement of Work in Section C, Drawing 1611AS13680 Attachment (15), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	48	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000901	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Automatic Tuner Assembly FFP	18	Each	(b)4	(b)4

In Accordance with the Statement of Work in Section C, Specification 13672-ATS735 Attachment (16), Drawing 1236AS5128 Attachment (17), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.  
 FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001001	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

Production Year 2

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

Production Year 3

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	RF Hat Section (ALQ-167) FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD205 Attachment (18), Drawing 1209AS1670 Attachment (19), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	9	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001101	Ordering Periods FFP Production Year 1  Step-Ladder Pricing QTY            UNIT            PRICE 1                EA                (b)4 2 - 4            EA                (b)4 5 or more      EA                (b)4  Production Year 2  Step-Ladder Pricing QTY            UNIT            PRICE 1                EA                (b)4 2 - 4            EA                (b)4 5 or more      EA                (b)4  Production Year 3  Step-Ladder Pricing QTY            UNIT            PRICE 1                EA                (b)4 2 - 4            EA                (b)4 5 or more      EA                (b)4 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	<b>RF Hat Section (DLQ-9)</b> FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD206 Attachment (20), Drawing 1209AS1672 Attachment (21), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	9	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001201	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	AOB Installation Kit FFP In Accordance with the Statement of Work in Section C, Drawing 1611AS13461 Attachment (22), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	18	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001301		UNDEFINED		UNDEFINED	\$0.00
	Ordering Periods				
	FFP				
	Production Year 1				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014		39	Each	(b)4	(b)4
	Fiber Optic Detector (Receiver)				
	FFP				
	In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD230 Attachment (23), Drawing 1611AS13672 Attachment (24), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.				
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001401		UNDEFINED		UNDEFINED	\$0.00
	Ordering Periods				
	FFP				
	Production Year 1				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015		39	Each	(b)4	(b)4
	Fiber Optic Laser (Transmitter)				
	FFP				
	In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD231 Attachment (25), Drawing 1611AS10939 Attachment (26), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.				
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001501	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	HVPS Flat CAN BUS FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD232 Attachment (27), Drawing 1611AS13840-1 Attachment (28), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	39	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001601	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	HVPS Curved CAN BUS FFP In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD232 Attachment (27), Drawing 1611AS13422-1 Attachment (29), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	39	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001701		UNDEFINED		UNDEFINED	\$0.00
	Ordering Periods				
	FFP				
	Production Year 1				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT		PRICE	
	1	EA		(b)4	
	2 - 4	EA		(b)4	
	5 or more	EA		(b)4	
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Laser Power Supply (FOTD)	39	Each	(b)4	(b)4

FFP

In Accordance with the Statement of Work in Section C, Technical Requirements Document 13672-ATS-TRD236 Attachment (30), Drawing 1611AS10980-2 Attachment (31), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.

FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001801	Ordering Periods	UNDEFINED		UNDEFINED	\$0.00

FFP  
Production Year 1

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

Production Year 2

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

Production Year 3

Step-Ladder Pricing

QTY	UNIT	PRICE
1	EA	(b)4
2 - 4	EA	(b)4
5 or more	EA	(b)4

FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	Decoy Modification Kit FFP In Accordance with the Statement of Work in Section C, Drawing 1611AS13665 Attachment (32), and Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A. FOB: Destination	39	Each	(b)4	(b)4

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001901	Ordering Periods FFP Production Year 1	UNDEFINED		UNDEFINED	\$0.00
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	(b)4		
	2 - 4	EA	(b)4		
	5 or more	EA	(b)4		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	Labor- Engineering, Technical and Repair T&M Engineering, Technical and Repair Support Services. Maximum NTE 6,660 hours. In reference to Labor hours and rates pricing table in Section B. FOB: Destination	1	Lot	\$380,447.83	\$380,447.83 NTE
<b>TOT MAX PRICE CEILING PRICE</b>					<b>\$380,447.83 NTE</b>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	Material & Burden T&M Material and Burden for Engineering, Technical and Repair Support Services. In reference to Material & Burden pricing table in Section B. FOB: Destination	1	Lot	(b)4	(b)4
<b>TOT MAX PRICE CEILING PRICE</b>					<b>(b)4</b>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	Evaluations FFP Repair Services: Teardown and Evaluation of Units. In reference to Evaluations pricing table in Section B. FOB: Destination	78	Each	(b)4	(b)4
<b>FUNDED AMOUNT</b>					

**LABOR HOURS AND RATES**  
**LABOR CATEGORIES, LABOR HOURS AND LABOR RATES**

Contract Line Items (CLINs) 0020 and 0021 are Time and Material CLINs and CLIN 0022 is Fixed Price. Offerors are to calculate their proposed prices for Ordering Periods I through V to determine the total cost for the Engineering, Technical and Repair Support Services labor Hours (CLIN 0020). The offeror is to apply their fully burdened labor rate to the specified labor categories and hours for the appropriate Ordering Period. The labor categories and hours below identify the anticipated labor mix per ordering period, however, the actual labor mix is dependent upon the need.

<b>LABOR CATEGORY</b>	<b>Engineering, Technical and Repair Support Service Hours</b>
Program Manager	111
Senior Engineer	699
Engineer	633
Senior Electronic Technician	289
Electronic Technician	199
Assembler	244
Quality Assurance	23
CAD/Configuration Management	22
<b>TOTAL HOURS PER ORDERING PERIOD</b>	<b>2,220</b>

Set forth below are the proposed labor categories. Offerors are to fill in the burdened rate for each category on a per ordering period basis. Task Orders issued during the respective ordering periods shall incorporate the corresponding labor rates.

**ORDERING PERIOD I:**  
**ENGINEERING, TECHNICAL AND REPAIR SUPPORT SERVICES**

<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>MAX HOURS</b>	<b>COST</b>
Program Manager	(b)4	111	(b)4
Sr Engineer	(b)4	699	(b)4
Engineer	(b)4	633	(b)4
Sr Electronic Technician	(b)4	289	(b)4
Electronic Technician	(b)4	199	(b)4
Assembler	(b)4	244	(b)4
Quality Assurance	(b)4	23	(b)4
CAD/Configuration Management	(b)4	22	(b)4
<b>Total Ordering Period I</b>		<b>2,220</b>	<b>\$ 123,699.59</b>

**ORDERING PERIOD II:**  
**ENGINEERING, TECHNICAL AND REPAIR SUPPORT SERVICES**

<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>MAX HOURS</b>	<b>COST</b>
Program Manager	(b)4	111	(b)4
Sr Engineer	(b)4	699	(b)4
Engineer	(b)4	633	(b)4
Sr Electronic Technician	(b)4	289	(b)4

Electronic Technician	(b)4	199	(b)4
Assembler	(b)4	244	(b)4
Quality Assurance	(b)4	23	(b)4
CAD/Configuration Management	(b)4	22	(b)4
<b>Total Ordering Period II</b>		<b>2,220</b>	<b>\$ 126,791.92</b>

**ORDERING PERIOD III:**

**ENGINEERING, TECHNICAL AND REPAIR SUPPORT SERVICES**

LABOR CATEGORY	RATE	MAX HOURS	COST
Program Manager	(b)4	111	(b)4
Sr Engineer	(b)4	699	(b)4
Engineer	(b)4	633	(b)4
Sr Electronic Technician	(b)4	289	(b)4
Electronic Technician	(b)4	199	(b)4
Assembler	(b)4	244	(b)4
Quality Assurance	(b)4	23	(b)4
CAD/Configuration Management	(b)4	22	(b)4
<b>Total Ordering Period III</b>		<b>2,220</b>	<b>\$ 129,956.32</b>

<b>TOTAL CLIN 0020</b>		<b>6,660</b>	<b>\$ 380,447.83</b>
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**MATERIAL AND BURDEN**

**MATERIAL AND MATERIAL BURDEN RATES**

Offerors are to insert their material burden rate per Ordering Period. Offerors are to calculate the price for each Ordering Period by applying the material burden rate to the material price specified below. The total material burden for all Ordering Periods will determine the cost for CLIN 0021. Task Orders issued during the respective Ordering Period shall incorporate the corresponding material burden rate cited below.

DESCRIPTION	MAX MATERIAL	RATE	AMOUNT
Ordering Period I	(b)4	(b)4	(b)4
Ordering Period II	(b)4	(b)4	(b)4
Ordering Period III	(b)4	(b)4	(b)4
<b>Total CLIN 0021</b>			(b)4

**EVALUATIONS**  
**EVALUATIONS:**

Offerors are to calculate their proposed prices for the Teardown & Evaluation of estimated units by Ordering Periods as identified in the table below. The total of all the Ordering Periods will be used to determine the total price of CLIN 0022. Task Orders issued shall use the corresponding Ordering Period price as identified below.

DESCRIPTION	TEARDOWN & EVALUATION		
	MAX QTY	PRICE	TOTAL
Ordering Period I	26	(b)4	(b)4
Ordering Period II	26	(b)4	(b)4
Ordering Period III	26	(b)4	(b)4
<b>Total CLIN 0022</b>	<b>78</b>		(b)4

## Section C - Descriptions and Specifications

STATEMENT OF WORKSTATEMENT OF WORK  
for  
Electronic Assemblies**1.0 SCOPE**

The contractor shall fabricate and test the Electronic Assemblies in accordance with applicable Technical Requirements Documents and Drawings. As required, the contractor shall perform repair services and engineering and technical support services.

**1.1 Background**

The Airborne Threat Simulation Organization (ATSO) develops, integrates, and operationally supports countermeasure and emitter threat simulator systems. The electronic assemblies produced are integrated with other countermeasures or emitter modules to complete required system configurations. These assemblies are installed in systems that are used to evaluate U.S. weapons systems and train Fleet operators. These systems are used throughout a weapons systems life cycle, from rack units to use in laboratories and hardware in the loop facilities during development, to airborne pods for use on manned aircraft for testing and Fleet training. These assemblies are installed in systems are also mounted in and on unmanned aerial targets for live fire development test (DT) and operational test (OT) of weapon systems.

**2.0 APPLICABLE DOCUMENTS****2.1 Government Documents:****2.1.1 Technical Requirements Documents or NAVAIR Drawings**

<b>TRD</b>	<b>Drawing</b>	<b>Item</b>
13672-ATS-TRD222	1611AS13300	Advanced Power Monitor
13672-ATS-TRD223	1611AS11043-1	Power Monitor (GOLD)
13672-ATS-TRD224	1611AS13350-2	RF Interface Box
13672-ATS-TRD225	1611AS13630	Mini RF Interface Box
13672-ATS-TRD226	1611AS8750-1	Mini TM Pack
13672-ATS-TRD227	1611AS13204	Mini Xpol Modulator
13672-ATS-TRD240	1611AS9600-5	Dual Control Box FOTD
13672-ATS-TRD240	1611AS9600-4	Dual Control Box (DCB)
N/A	1611AS13680	Mini UCB to DCB Conversion Kit
13672-ATS735	1236AS5128	Automatic Tuner Assembly
13672-ATS-TRD205	1209AS1670	RF Hat Section (ALQ-167)
13672-ATS-TRD206	1209AS1672	RF Hat Sections (DLQ-9)
N/A	1611AS13461	AOB Installation Kit
13672-ATS-TRD230	1611AS13672	Fiber Optic Detector (Receiver)
13672-ATS-TRD231	1611AS10939	Fiber Optic Laser (Transmitter)
13672-ATS-TRD232	1611AS13840-1, 1611AS13422-1	High Voltage Power Supply (HVPS)
13672-ATS-TRD236	1611AS10980-2	Laser Power Supply (FOTD)
N/A	1611AS13665	Decoy Modification Kit

**2.1.2 Military Standards:**

MIL-STD-130 Identification Marking of U.S. Military Property

## 2.2 Industrial Documents:

### 2.2.1 Quality Assurance:

ISO 9000 Quality Management Systems - Fundamentals and Vocabulary

ASQC-Q9001 Quality Systems-Model for Quality Assurance In-depth, Development, Production, Installation and Servicing

## 3.0 REQUIREMENTS

The contractor shall manufacture, test and deliver the required Electronic Assemblies. This effort shall be performed under the premises of ISO-9000. Other comparable quality programs may be approved by the government.

### 3.1 Production:

3.1.1 Electronic Assemblies: The contractor shall provide the quantities specified in the contract. The Electronic Assemblies shall meet the requirements referenced in paragraph 2.0.

3.1.1.1 In the event an obsolete part or production problem is encountered, the contractor shall research and propose a replacement part/solution. The Government will review the proposal for acceptability and authorize the replacement or enter into discussions with the contractor if necessary. If further guidance is required, the contractor shall contact the PCO.

3.1.2 Data: The contractor shall provide Monthly Progress Reports in accordance with CDRL A001. The report shall include, but not be limited to the following items: technical progress, scheduling, issues, status of billings and funds received against the contract, including both progress and final acceptance payments.

3.1.3 Configuration Management/Data Management: The contractor shall document any proposed design changes and obtain approval from the Government prior to upgrade fabrication in accordance with CDRLs A002 and A003.

3.1.4 Nomenclature: The serial number prefix will be assigned by ATSO, Code 539400E. The nomenclature will be as defined on the nameplate drawing.

3.1.5 Testing: When required in the technical requirements document (TRD), the contractor shall provide Production Test Procedures for Government concurrence in accordance with CDRL A0004. The contractor shall provide Test Data Sheets for each unit delivered in accordance with CDRL A005.

### 3.2 Repair Services:

3.2.1 The contractor shall furnish all parts, components, material, documentation and necessary technical service for the repair of units owned by the Government.

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

3.2.3 The Government will ship units in need of repair to the contractor for disassembly and

evaluation. After disassembly, if the unit can be repaired for the evaluation fee, the contractor shall repair the unit, perform the required testing and return the unit to the Government. If the unit cannot be repaired for the evaluation fee, the contractor will provide the Government with a short narrative explaining the failure mechanism and the corrective action required, together with a schedule and cost for repairing the unit. The Government will review the estimate for acceptability and enter into discussions with the contractor if necessary. Upon completion of this process, the Government may issue a time and materials delivery order to cover the work. Once the contractor receives the executed order, the contractor shall complete the repair required within the negotiated schedule. If the Government determines that the unit is beyond economical repair, the contractor shall return the unit in a disassembled state to the Government for disposition, or if directed, keep the unit to facilitate the repair of other units.

#### 3.2.4 Technical Tasks:

- 3.2.4.1 The contractor shall provide repair services and replacement parts for existing equipment to return non-operational equipment to its original performance specifications.
- 3.2.4.2 The repaired subject unit shall meet the requirements described in the applicable technical requirements document or drawing as specified in the applicable delivery order.
- 3.2.4.3 The repaired subject unit shall be tested in accordance with the acceptance test procedures as specified in the applicable delivery order.

#### 3.2.5 Reports, Data and Deliverables:

- 3.2.5.1 The contractor shall prepare a test report on each unit repaired in accordance with the basic contract's Exhibit A, Data Items A005.
- 3.2.5.2 The contractor shall include the repair effort in the monthly progress reports in accordance with the basic contract's Exhibit A, Data Item A001.

### 3.3 Engineering and Technical Support Services:

- 3.3.1 The contractor shall furnish all material, parts, components, and engineering and technical services necessary to modify and/or develop new variants of the Electronic Assemblies.
- 3.3.2 The work will be performed in accordance with the mutually accepted Statement of Work (SOW) and shall meet the requirements in the modified or supplemental technical requirements document as specified in the applicable delivery order.
- 3.3.3 On receipt of a new requirement, the Government will generate and provide the contractor with a modified or supplemental technical requirements document and a SOW. The SOW will specify if existing Government Furnished Equipment (GFE) is to be modified, if a unit currently in production is to be modified, or if a new order against an existing CLIN is to be exercised for modification. The contractor will then provide a short technical narrative as to how the new performance requirement will be incorporated into the existing design, together with a cost and schedule proposal for the subject effort. As a minimum, the cost proposal shall include material, subcontracts and labor broken down into the various categories. The Government will review the proposal for acceptability and enter into discussions with the contractor if necessary. Upon completion of this process, the Government may issue a time and materials delivery order to cover the work. Once the contractor receives the executed order, the contractor shall complete the effort within the negotiated schedule.

#### 3.3.4 Technical Tasks:

- 3.3.4.1 The contractor shall provide all necessary resources to modify GFE or production units in accordance with the revised technical requirements document and/or drawing.
- 3.3.4.2 The SOW and revised technical requirements document or drawing will describe the required level of testing. Government concurrence for the revised or new testing procedures shall be required.
- 3.3.4.3 The contractor shall test the modified units to verify conformance with the SOW and technical requirements document and/or drawing.

3.3.5 Reports, Data and Deliverables:

- 3.3.5.1 The contractor shall prepare a test report on each unit in accordance with the basic contract's Exhibit A, Data Item A005.
- 3.3.5.2 The contractor shall include the effort under the SOW in the monthly progress report in accordance with the basic contract's Exhibit A, Data Item A001.

#### 4.0 QUALITY ASSURANCE

- 4.1 The contractor's quality assurance program shall meet the requirements of ANSI/Q9001/9003 or an equivalent quality system model. The QA program shall address material and parts selection, process control, workmanship, inspection and configuration management.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal dated [12-19-2008], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification."

**Section D - Packaging and Marking****CLAUSES INCORPORATED BY FULL TEXT****5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (OCT 2005)**

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

**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.

**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 hydroscopic 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	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	Government
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	Government
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	Government
0006	Destination	Government	Destination	Government
000601	N/A	N/A	N/A	Government
0007	Destination	Government	Destination	Government
000701	N/A	N/A	N/A	Government
0008	Destination	Government	Destination	Government
000801	N/A	N/A	N/A	Government
0009	Destination	Government	Destination	Government
000901	N/A	N/A	N/A	Government
0010	Destination	Government	Destination	Government
001001	N/A	N/A	N/A	Government
0011	Destination	Government	Destination	Government
001101	N/A	N/A	N/A	Government
0012	Destination	Government	Destination	Government
001201	N/A	N/A	N/A	Government
0013	Destination	Government	Destination	Government
001301	N/A	N/A	N/A	Government
0014	Destination	Government	Destination	Government
001401	N/A	N/A	N/A	Government
0015	Destination	Government	Destination	Government
001501	N/A	N/A	N/A	Government
0016	Destination	Government	Destination	Government
001601	N/A	N/A	N/A	Government
0017	Destination	Government	Destination	Government
001701	N/A	N/A	N/A	Government
0018	Destination	Government	Destination	Government
001801	N/A	N/A	N/A	Government
0019	Destination	Government	Destination	Government
001901	N/A	N/A	N/A	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

**5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)**

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services.

**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 assigned DCMA office at the contractor's or subcontractor's plant. Final inspection and acceptance shall be made by Don Fitch within 30 days after receipt of item at the Airborne Threat Simulation Organization facility.

(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

## 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

## CLAUSES INCORPORATED BY FULL TEXT

**52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)**

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

## DESIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	Max 30 EA	Deliver at a minimum rate of 5 each per month to commence within 90 days after issuance of Delivery Order.
0002	Max 60 EA	Same as 0001.
0003	Max 60 EA	Same as 0001.
0004	Max 9 EA	Same as 0001.
0005	Max 39 EA	Same as 0001.
0006	Max 18 EA	Same as 0001.
0007	Max 9 EA	Same as 0001.
0008	Max 48 EA	Same as 0001.
0009	Max 48 EA	Same as 0001.
0010	Max 18 EA	Same as 0001.
0011	Max 9 EA	Same as 0001.
0012	Max 9 EA	Same as 0001.
0013	Max 18 EA	Same as 0001.
0014	Max 39 EA	Same as 0001.
0015	Max 39 EA	Same as 0001.

0016	Max 39 EA	Same as 0001.
0017	Max 39 EA	Same as 0001.
0018	Max 39 EA	Same as 0001.
0019	Max 39 EA	Same as 0001.
0020	Max 1 LOT	In accordance with the schedules and destinations as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Delivery will be as specified in the individual delivery order.
0021	Max 1 LOT	Same as 0020.
0022	Max 200 EA	Same as 0020.

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend beyond the time for delivery in the Government's required delivery schedule as follows:

**REQUIRED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	Max 30 EA	Deliver at a minimum rate of 5 each per month to commence within 90 days after issuance of Delivery Order.
0002	Max 60 EA	Same as 0001.
0003	Max 60 EA	Same as 0001.
0004	Max 9 EA	Same as 0001.
0005	Max 39 EA	Same as 0001.
0006	Max 18 EA	Same as 0001.
0007	Max 9 EA	Same as 0001.
0008	Max 48 EA	Same as 0001.
0009	Max 48 EA	Same as 0001.
0010	Max 18 EA	Same as 0001.
0011	Max 9 EA	Same as 0001.
0012	Max 9 EA	Same as 0001.
0013	Max 18 EA	Same as 0001.
0014	Max 39 EA	Same as 0001.

0015	Max 39 EA	Same as 0001.
0016	Max 39 EA	Same as 0001.
0017	Max 39 EA	Same as 0001.
0018	Max 39 EA	Same as 0001.
0019	Max 39 EA	Same as 0001.
0020	Max 1 LOT	In accordance with the schedules and destinations as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Delivery will be as specified in the individual delivery order.
0021	Max 1 LOT	Same as 0020.
0022	Max 200 EA	Same as 0020.

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

-----  
 WITHIN DAYS  
 ITEM NO. QUANTITY AFTER DATE OF  
 CONTRACT  
 -----

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

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

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

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

- (1) PCO, Code 254210D.
- (2) ACO, DODAAC S0303A, DCMA Palmdale

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: See Exhibit A

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

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

**F-TXT-08 SHIPPING INSTRUCTIONS (POINT MUGU) (MAR 2003)**

SHIP TO: NAVAL BASE VENTURA COUNTY (NBVC)  
Receiving Officer, Code N41VW/BLDG 65  
N68936-09-D-0023  
Point Mugu, CA 93042-5033

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

**DOCK HOURS from 0800 TO 1530, MONDAY THROUGH THURSDAY EXCLUDING HOLIDAYS  
WHEN THE RECEIVING DOCK WILL BE CLOSED.**

Additionally, the contractor shall mark all shipments under this contract in accordance with the following:

1. Nomenclature
2. Quantity
3. Government Contract Number:
4. Delivery Order Number:
5. Serial Number:
6. From: (Contractor's name and address)
7. To: Receiving Officer:  
Naval Air Station  
Point Mugu, CA 93042-5049  
M/F: ATS Receiving Desk, Code 539400E, Bldg. 351, Room 1210, Ext. 9267

Section G - Contract Administration Data

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: Ronda Griffin  
PHONE (BUS): 760-446-1064

**ALTERNATE:**

NAME: Ken Reincke  
PHONE (BUS): 760-590-5224

(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

**5252.232-9513 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
(b)6	(b)6	(b)6	TPOC/Approving Official

**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 delineated by Procuring Contracting Officer (PCO) correspondence.

**5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR) (OCT 2005)**

All funding for this contract will be provided on the individual task orders. Task order 0001 issued concurrent to award of this contract meets the Government's minimum requirement.

**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: [ronda.griffin@cta.com](mailto:ronda.griffin@cta.com); Alternate: [ken.reincke@cta.com](mailto:ken.reincke@cta.com)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

252.225-7014 Preference For Domestic Specialty Metals

JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

**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.

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

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is 1 unit; the maximum quantity is 609 units.

**5252.216-9534 TASK ORDERS PROCEDURES (NAVAIR) (OCT 2005)**

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

Naval Air Warfare Center Weapons Division  
Contracts Department

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

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$5,000.00, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering

Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable.

#### **5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR) (NOV 2003)**

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(2) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order.

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally unpriced order that establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

(5) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes".

(c) For orders under \$100,000, the procedures for reaching agreement are as follows:

(1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.

(2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:

(i) notify the Ordering Officer within three working days

(ii) submit a proposal for the work requested in the order,

(iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

**5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN  
ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)**

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

**5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED  
TECHNICAL DATA (NAVAIR) (OCT 2005)**

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

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

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

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

**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:

Mary Jacobs  
Naval Air Warfare Center Weapons Division  
429 E. Bowen Rd. MS 4015  
China Lake, CA 93555-6108

Phone: 760-939-6043  
Email: mary.jacobs@navy.mil

**5252.243-9505 ENGINEERING CHANGES (NAVAIR)(OCT 2005)**

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

**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

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2007
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
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
252.211-7007	Item Unique Identification of Government Property	SEP 2007

252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.216-18 ORDERING (OCT 1995)**

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

Ordering Period I: 10 April 2009 to 9 April 2010

Ordering Period II: 10 April 2010 to 9 April 2011

Ordering Period III: 10 April 2011 to 9 April 2012

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

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

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

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

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 609 units;

(2) Any order for a combination of items in excess of 609 units; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion date of outstanding orders, unless otherwise modified by mutual agreement.

**52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)**

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement . A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

#### **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/sizestandardtopics/>

(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

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**

Employee Class	Monetary Wage-Fringe Benefits
Senior Electronic Technician Level III	\$23.17
Electronic Technician Level II	\$21.62
Assembler/Technician Level I	\$20.15
CAD/Configuration Management Level III	\$12.58

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**52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

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

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

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

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

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

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

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

**52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)**

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

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under the contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 90 after Government inspection and acceptance or Constructive Acceptance of supplies furnished under this contract, all supplies furnished under this contract will be free from defects in material or workmanship and will conform to all requirements of this contract.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract.

The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <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.

**252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006) ALT A (JAN 2008)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [334220].

(2) The small business size standard is [750].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFAR Clause No.	Title	Date	Change
N/A			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)**

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

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

“Concatenated unique item identifier” means--

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

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

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

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

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

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means--

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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

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

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

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

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

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

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

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

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No	Item description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ---.

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

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

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

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

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

#### **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.

#### **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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs Exhibit A	5	4/14/2008
Attachment 1	13672-ATS-TRD222 Adv. Power Monitor	4	3/10/2008
Attachment 2	1611AS13300-2	2	2/26/2008
Attachment 3	13672-ATS-TRD223 Power Monitor (GOLD)	5	3/5/2008
Attachment 4	1611AS11043-1	1	1/21/1999
Attachment 5	13672-ATS-TRD224 RF Interface Box	3	3/12/2008
Attachment 6	1611AS13350	1	1/22/2007
Attachment 7	13672-ATS-TRD225 Mini RF Interface Box	2	3/12/2008
Attachment 8	1611AS13630	3	12/22/2004
Attachment 9	13672-ATS-TRD226 Mini TM Pack	16	3/5/2008
Attachment 10	1611AS8750-1	2	5/18/2002
Attachment 11	13672-ATS-TRD227 Mini Xpol Modulator	11	3/12/2008
Attachment 12	1611AS13204	2	1/12/2004
Attachment 13	13672-ATS-TRD240 Dual Control Box	2	3/6/2008
Attachment 14	1611AS9600-4, -5	6	1/14/1999
Attachment 15	1611AS13680	1	
Attachment 16	13672-ATS735 Automatic Tuner Assembly	12	3/5/2008
Attachment 17	1236AS5128	3	2/23/2007
Attachment 18	13672-ATS-TRD205 RF Hat Section (ALQ-167)	2	3/6/2008
Attachment 19	1209AS1670	2	2/19/2008
Attachment 20	13672-ATS-TRD206 RF Hat Section (DLQ-9)	2	3/6/2008
Attachment 21	1209AS1672	1	3/11/2008
Attachment 22	1611AS13461	1	2/20/2008
Attachment 23	13672-ATS-TRD230 Fiber Optic Detector (Receiver)	3	2/25/2008
Attachment 24	1611AS13672	1	2/8/2008
Attachment 25	13672-ATS-TRD231 Fiber Optic Laser (Transmitter)	4	2/25/2008
Attachment 26	1611AS10939	1	4/20/2000
Attachment 27	13672-ATS-TRD232 High Voltage Power Supply (HVPS)	7	3/10/2008
Attachment 28	1611AS13840-1	2	3/7/2008
Attachment 29	1611AS13422-1	2	3/7/2008
Attachment 30	13672-ATS-TRD236 Laser Power Supply (FOTD)	3	2/25/2008
Attachment 31	1611AS10995	1	7/15/2004
Attachment 32	1611AS13665	1	1/5/2005
Attachment 33	QASP	1	3/26/2008
Attachment 34	Past Performance Questionnaire	8	3/26/2008
Attachment 35	Melbourne, FL Area Wage Determination	10	10/1/2007
Attachment 36	Ridgecrest, CA Area Wage Determination	10	11/7/2007
Attachment 37	Ventura, CA Area Wage Determination	10	7/24/2007