

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 41	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-10-D-0022		3. EFFECTIVE DATE 12 Mar 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300083722			
5. ISSUED BY CDR NAWCWD CODE 254300D ATTN: C. KYTE (760) 939-2634 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555		CODE N68936		6. ADMINISTERED BY (If other than Item 5) DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA CA 92701-4056		CODE S0513A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) KOR ELECTRONICS LAURIE VANCLEVE 10855 BUSINESS CENTER DR. BUILDING A CYPRESS CA 90630-5221				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
CODE 0A4F5				FACILITY CODE			
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		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		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$44,444,240.56	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	29 - 41
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	11 - 14	X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16 - 17	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	18 - 19		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	20 - 22	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	23 - 28	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u> </u> 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 N68936-08-R-0049			
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>		20C. DATE SIGNED 12-Mar-2010	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is usable

STANDARD FORM 26 (REV. 4/2008)

Prescribed by GSA
FAR (48 CFR) 53.214(a)

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

B.1 This is a Firm-Fixed Price, Indefinite-Delivery, Indefinite-Quantity (FFP-IDIQ), Delivery Order type contract, with a Five year period of performance.

B.2 The minimum quantity to be ordered for Years One through Five is 1 unit. The maximum quantity that may be ordered for Years One through Five of the Digital Radio Frequency Modulators (DRFMs) totals 200 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.

B.3 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 200 units.

B.4 Item 0001 is for the First Article inspection DRFMs (hereafter referred to as first article). First article tests shall be conducted on Item 0001 representative of the production units to be supplied under the contract. First article DRFM test reports shall be delivered in accordance with the applicable CDRLs, DD Form 1423 (Exhibit A), and shall be the property of the Government. The first article DRFMs shall not be considered as part of the production units. The Government may waive the requirement for first article approval where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government with the last two (2) years.

B.5 Naval Air Warfare Center Weapons Division (NAWCWD) Point Mugu Technical Point of Contact (POC), [] Code 539400E, Phone: [] Email: [] shall be notified in writing at least 14 calendar days prior to the start of first article testing to allow for witnessing of the tests by NAWCWD Point Mugu representatives. The contractor shall submit First Article Test Report (FATR) within 300 calendar days from the date of this contract to Naval Air Warfare Center, Weapons Division Code 539400E. Within 30 days after the government receives the FATR, the procuring activity shall notify the contractor, in writing, of the conditional approval, approval or disapproval. b(6)

B.6 Item 0002 is the production quantity for Item 0001, which is the manufacturing standard. The production of any DRFMs or purchase of material for use in the production DRFMs are at the contractor's own risk. The Government will not be liable for any costs incurred to the contractor for production DRFMs prior to approval of first article. These DRFMs shall undergo Quality Conformance Inspection (QCI) in accordance with their applicable drawing.

B.7 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.

Ordering Period IV- Defined as 1096 days through 1460 days after Contract award.

Ordering Period V- Defined as 1461 days through 1825 days after Contract award.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	First Article- D.R.F.M. FFP Waived in accordance with FAR 52.209-3. FOB: Destination PURCHASE REQUEST NUMBER: 1300083722	1	Each	\$0.00	\$0.00 NC

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Production- D.R.F.M. FFP Digital Radio Frequency Modulators (DRFM) in accordance with the Statement of Work in Section C, Specification 13672-ATS676I Attachment (1), Drawing 1611AS13830 Attachment (2), and Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A. FOB: Destination	200	Each	\$187,957.23	\$37,591,446.00

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	\$185,770		
	2-4	EA	\$173,510		
	5 or more	EA	\$159,767		
	Production Year 2				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	\$194,129.65		
	2-4	EA	\$180,450.40		
	5 or more	EA	\$166,956.52		
	Production Year 3				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	\$202,865.48		
	2-4	EA	\$187,668.42		
	5 or more	EA	\$174,469.56		
	Production Year 4				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	\$211,994.43		
	2-4	EA	\$195,175.16		
	5 or more	EA	\$182,320.69		
	Production Year 5				
	Step-Ladder Pricing				
	QTY	UNIT	PRICE		
	1	EA	\$221,534.18		
	2-4	EA	\$202,982.17		
	5 or more	EA	\$190,525.12		
	FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Engineering Manual FFP For Digital Radio Frequency Modulators in accordance with paragraph 3.1.2.1 of the Statement of Work in Section C. FOB: Destination	2	Each	\$40,748.00	\$81,496.00

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Labor- Engineering, Technical & Repair T&M Labor- In accordance with paragraphs 3.2 and 3.3 of the Statement of Work in Section C for Engineering, Technical and Repair support services for Ordering Periods I-V. NTE 29,025 hours. In reference to the labor hours and rates pricing table in Section B. FOB: Destination	1	Lot	[b(4)]	[b(4)]

TOT MAX PRICE
CEILING PRICE

[b(4)]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Material / Burden T&M Material and Burden in accordance with paragraphs 3.2 and 3.3 of the Statement of Work in Section C for Engineering, Technical and Repair support services for Ordering Periods I-V. In reference to the Material / Burden pricing table in Section B. FOB: Destination	1	Lot	[b(4)]	[b(4)]
				TOT MAX PRICE CEILING PRICE	[b(4)]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Evaluations FFP In accordance with paragraph 3.2 of the Statement of Work in Section C for the teardown and evaluation of units. In reference to the Evaluation pricing table in Section B. FOB: Destination	100	Each	\$4,600.80	\$460,080.00
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0007	Technical Data FFP In Accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A. FOB: Destination	1	Lot		
				FUNDED AMOUNT	

LABOR CATEGORIES, HOUR & RATES

Contract Line Items (CLINs) 0004 and 0005 are Time and Material CLINs and CLIN 0006 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 0004). 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.

<u>LABOR CATEGORY</u>	Engineering, Technical and Repair Support Service Hours
Program Manager	316
Senior Engineer	1,828
Engineer	1,625
Senior Electronic Technician	748
Electronic Technician	508
Assembler	646
Quality Assurance	84
CAD/Configuration Management	50
TOTAL HOURS PER ORDERING PERIOD	5,805

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

LABOR CATEGORY	RATE	MAX HOURS	COST
Program Manager	\$ []	316	\$ []
Sr Engineer	\$ []	1,828	\$ []
Engineer	\$ []	1,625	\$ []
Sr Electronic Technician	\$ []	748	\$ []
Electronic Technician	\$ []	508	\$ []
Assembler	\$ []	646	\$ []
Quality Assurance	\$ []	84	\$ []
CAD/Configuration Management	\$ []	50	\$ []
Total Ordering Period I		5,805	\$ []

b(4)

ORDERING PERIOD II:

ENGINEERING, TECHNICAL AND REPAIR SUPPORT SERVICES

LABOR CATEGORY	RATE	MAX HOURS	COST
Program Manager	\$ []	316	\$ []
Sr Engineer	\$ []	1,828	\$ []
Engineer	\$ []	1,625	\$ []
Sr Electronic Technician	\$ []	748	\$ []
Electronic Technician	\$ []	508	\$ []
Assembler	\$ []	646	\$ []
Quality Assurance	\$ []	84	\$ []

CAD/Configuration Management	\$ []	50	\$ []
Total Ordering Period II		5,805	\$ []

ORDERING PERIOD III:

ENGINEERING, TECHNICAL AND REPAIR SUPPORT SERVICES

LABOR CATEGORY	RATE	MAX HOURS	COST
Program Manager	\$ []	316	\$ []
Sr Engineer	\$ []	1,828	\$ []
Engineer	\$ []	1,625	\$ []
Sr Electronic Technician	\$ []	748	\$ []
Electronic Technician	\$ []	508	\$ []
Assembler	\$ []	646	\$ []
Quality Assurance	\$ []	84	\$ []
CAD/Configuration Management	\$ []	50	\$ []
Total Ordering Period III		5,805	\$ []

ORDERING PERIOD IV:

ENGINEERING, TECHNICAL AND REPAIR SUPPORT SERVICES

LABOR CATEGORY	RATE	MAX HOURS	COST
Program Manager	\$ []	316	\$ []
Sr Engineer	\$ []	1,828	\$ []
Engineer	\$ []	1,625	\$ []
Sr Electronic Technician	\$ []	748	\$ []
Electronic Technician	\$ []	508	\$ []
Assembler	\$ []	646	\$ []
Quality Assurance	\$ []	84	\$ []
CAD/Configuration Management	\$ []	50	\$ []
Total Ordering Period IV		5,805	\$ 1,042,775.03

b(4)

ORDERING PERIOD V:

ENGINEERING, TECHNICAL AND REPAIR SUPPORT SERVICES

LABOR CATEGORY	RATE	MAX HOURS	COST
Program Manager	\$ []	316	\$ []
Sr Engineer	\$ []	1,828	\$ []
Engineer	\$ []	1,625	\$ []
Sr Electronic Technician	\$ []	748	\$ []
Electronic Technician	\$ []	508	\$ []
Assembler	\$ []	646	\$ []
Quality Assurance	\$ []	84	\$ []
CAD/Configuration Management	\$ []	50	\$ []
Total Ordering Period V		5,805	\$ []

TOTAL CLIN 0004		29,025	\$ []
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MATERIAL AND 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 0005. Task Orders issued during the respective Ordering Period shall incorporate the corresponding material burden rate cited below.

DESCRIPTION	MATERIAL	RATE	AMOUNT
Ordering Period I	\$169,950		
Ordering Period II	\$169,950		
Ordering Period III	\$169,950		
Ordering Period IV	\$169,950		
Ordering Period V	\$169,950		
Total CLIN 0005			

b(4)

EVALUATIONS

Offerors are to calculate their proposed prices for the Teardown & Evaluation by Ordering Periods as identified in the table below. The quantities listed are estimates only and not guaranteed ordering quantities. The total of all the Ordering Periods will be used to determine the total price of CLIN 0006. Task Orders issued shall use the corresponding Ordering Period price as identified below.

TEARDOWN & EVALUATION			
DESCRIPTION	QTY	PRICE	TOTAL
Ordering Period I	20	\$4,204	\$84,080
Ordering Period II	20	\$4,389	\$87,780
Ordering Period III	20	\$4,575	\$91,500
Ordering Period IV	20	\$4,790	\$95,800
Ordering Period V	20	\$5,046	\$100,920
Total CLIN 0006	100		\$460,080

Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK
FOR THE
Modulator, Radar MD-1376/ULQ-21(V)
(Digital RF Memory Modulator - DRFM)**

1.0 SCOPE

The contractor shall fabricate and test the DRFMs in accordance with the applicable Specifications 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 DRFMs produced are integrated with other countermeasures modules to complete required system configurations. These DRFMs 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, or ground based applications, for testing and Fleet training. Some of these RF modules are installed as part of systems mounted in and on unmanned aerial targets for live fire developmental test (DT) and operational test (OT) of weapon systems.

2.0 APPLICABLE DOCUMENTS

2.1 Government Documents:

2.1.1 Performance Specifications and NAVAIR Drawings

Performance Specification	Drawing	Item
13672-ATS676 1	1611AS13830	Modulator, Radar MD-1376/ULQ-21(V)

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 DRFMs. This effort shall be performed under the premises of ISO-9000. Other comparable programs may be approved by the government.

3.1 Production:

- 3.1.1 RF Modulators: The contractor shall provide the quantities specified in the contract. The DRFMs shall meet the requirements referenced in paragraph 2.0.
- 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 and status of billings and funds received against the contract including both progress and final acceptance payments.
- 3.1.2.1 The contractor shall provide an Engineering Manual for the DRFMs. This Manual shall contain information necessary for engineering personnel to use and support the equipment. This information shall contain, as a minimum, a technical description of the equipment operation including the operation of all major subassemblies, functional block diagrams, schematics, assembly drawings sufficient to identify all components shown on the schematics and built external form factor drawings including connector and mounting locations. This manual shall be in contractor format.
- 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: The contractor shall provide Production Test Procedures for Government concurrence. The contractor shall provide Test Data Sheets in accordance with CDRLs A004 and A005. The contractor shall provide a First Article Test Report in accordance with CDRL A006.
- 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, which are 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, he shall complete the repair required within the negotiated schedule. If the Government determines that the unit is beyond economical repair the contractor shall return the unit 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 DRFMs.

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, he 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. The contractor shall revise existing test procedures, or generate new procedures to meet the requirements of the SOW and revised technical requirements document and or drawing.

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 [4/7/2009], 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" but the Government's Specification shall take precedence over the Contractor's technical proposal.

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 hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
000201	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

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

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Don Fitch or his duly authorized representative within 30 days after receipt of item at the Airborne Threat Simulation Organization facility.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract

entitled [insert title of attachment, e.g., NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form].
The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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.

Section F - Deliveries or Performance

REQUIRED DELIVERY SCHEDULE

CLIN	QUANTITY	DELIVERY DATE
0001	Max 1 Ea.	N/A
0002	Max 200 Ea.	Deliver within 300 days after issuance of delivery order at a minimum rate of 5 each per month.
0003	Max 1 Ea.	As stated in the individual delivery order.
0004	Max 1 Lot	Same as 0003.
0005	Max 1 Lot	Same as 0003.
0006	Max 100 Ea.	Same as 0003.
0007	1 Lot	As required per Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A.

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

5252.209-9500 FIRST ARTICLE-RELATIONSHIP TO CONTRACT QUANTITY (NAVAIR) (MAR 1999)

With reference to paragraph (e) of the First Article Approval clause (FAR Clauses 52.209-3, "First Article Approval--Contractor Testing" or 52.209-4, "First Article Approval--Government Testing") of this contract, the first article shall not be delivered as part of the contract quantity.

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 220000D.
 - (2) ACO, Code S0513A
- (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 CDRLs]

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
 N68936-10-D-0022
 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/liason with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: Laurie Vancleve

PHONE (BUS): 714-898-8200

PHONE (AFTER HOURS): []

ALTERNATE:

NAME: []

PHONE (BUS): []

PHONE (AFTER HOURS): []

b(6)

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (AUG 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	SF26	SF33	SF1449
Issuing Office DoDAAC	6	5	7	9
Administrating Office DoDAAC	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule
Ship To/Service Acceptor DoDAAC	6	5	7	9
Pay Office DoDAAC	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
[Redacted]	[Redacted]	[Redacted]	WAWF Accepting Official

b(6)

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 as 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: [

]

b(6)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

5252.216-9534 TASK ORDER 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) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within [30] working days of the oral order.

(g) 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. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within [30] working days from the time of the oral communication amending the order.)

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
Code 220000D
429 E. Bowen Rd. MS 4015
China Lake, CA 93555-6108
760-939-6043
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
52.215-19	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
52.219-8	Utilization of Small Business Concerns	MAY 2004
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	FEB 2008
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
52.222-54	Employment Eligibility Verification	JAN 2009
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
52.232-1	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
52.232-23	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
52.244-6	Subcontracts for Commercial Items	DEC 2008
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 2008
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	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 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
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALT I (JAN 1997)

(a) The Contractor shall test 1 unit(s) of Lot/Item 0001 as specified in this contract. At least 14 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 300 calendar days from the date of this contract to Naval Air Station, Point Mugu, CA 93042-5049 marked "FIRST ARTICLE TEST REPORT: Contract No. _____ * _____, Lot/Item No _____ * _____" Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

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

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

52.216-18 ORDERING (OCT 1995)

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

Ordering Period I: 12 March 2010 thru 11 March 2011

Ordering Period II: 12 March 2011 thru 11 March 2012

Ordering Period III: 12 March 2012 thru 11 March 2013

Ordering Period IV: 12 March 2013 thru 11 March 2014

Ordering Period V: 12 March 2014 thru 11 March 2015

(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 200;

(2) Any order for a combination of items in excess of 200; or

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [334220] 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

52.222-42 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

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) N/A, 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 newly manufactured DRFMs the warranty period shall be for 90 days after acceptance by the Government. Additionally, a 90 day warranty for repairs shall apply to the specific area of the DRFM that was repaired and begins from the time the repaired item is accepted by the Government.

(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.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

252.211-7003 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.

“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.

(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, subtitle, 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.

(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).

5252.204-9504 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.

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR) (JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs Exhibit A	6	7-28-2008
Attachment 1	13672-ATS676-I	36	4-2-2008
Attachment 2	1611AS13830	2	1-22-2008
Attachment 3	QASP	1	7-29-2008
Attachment 4	Cypress, CA Area Wage Determination	10	5-26-2009