

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED <input type="checkbox"/> ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 9
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-07-C-2012		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. N0001406RC20051	
5. ISSUED CODE M67854 Commanding General Marine Corps Systems Command Code CT0221 2200 Lester Street Quantico, VA 22134-5010 POC: Valerie Tolan, valerie.tolan@usmc.mil		6. ADMINISTERED BY (If Other than 5) CODE S3605A DCMA Dayton Area C, Building 30 1725 Van Patton Drive Wright-Patterson AFB, OH 45433-5302			
7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, County, State and ZIP CODE) MTC Technologies, Incorporated 4032 Linden Avenue Dayton, OH 45432		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) See Section F		9. DISCOUNT FOR PROMPT PAYMENT Net 30	
CODE: 9J721		FACILITY CODE: 110341133		10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN: Section G ↓	
11. SHIP TO/MARK FOR CODE To Be Determined per Section F		12. PAYMENT WILL BE MADE BY CODE HQ0337 DFAS-CO/North Entitlement Operations P. O. Box 182266 Columbus, OH 43218-2266			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B				
15G. TOTAL AMOUNT OF CONTRACT					\$ 3,007,713.60
16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) the 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. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-06-R-2012 to include Amends 0001 and 0002 including the additions or changes made by you which additions or changes are set forth in full above. Is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) the award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			19B. NAME OF CONTRACTING OFFICER VALERIE TOLAN Contracting Officer		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <i>Valerie Tolan</i> (Signature of Contracting Officer)		20C. DATE SIGNED 18 Oct 06

NSN 7540-01-152-8069

PREVIOUS EDITION UNUSABLE

STANDARD FORM 26 (REV 4-85)

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

1. This award is made based on solicitation number M67854-06-R-2012 to include amendments 0001 and 0002 and the contractor's proposal for the Marine Corps Tier II Unmanned Aircraft System (UAS) Concept Demonstrator System dated 11 May 2006. The changes in this award document are for administrative and funding purposes.
2. The Contractor has proposed performance based payments for fixed price line items that extend for a number of months, to be allowed monthly billings equal to the total amount divided by the number of months. The performance based payment schedule will be negotiated during the post award conference in accordance with clause 52.232-32 "Performance Based Payments (Feb 2002)".
3. Under Section G – Contract Administration Data:

- a. Delete paragraph G-2 "Points of Contact" in its entirety and replace with the following:

G-2 POINTS OF CONTACT

(a) Procuring Contracting Officer (PCO):

Ms. Valerie Tolan
Contracting Officer
Marine Corps Systems Command
Code: CT0221
2200 Lester Street
Quantico, VA 22134-5010
Phone: (703) 432-4192
Valerie.Tolan@usmc.mil

(b) Contracting Officer's Representative (COR):

Mr. Joseph Kairys
Contracting Officer's Representative
Marine Corps Warfighting Laboratory
3255 Meyers Avenue
Quantico, VA 22134
Phone: (703) 784-3208
Joseph.Kairys@usmc.mil

(c) Contract Administration Office:

Mr. Jim Schwerman
 Administrative Contracting Officer (ACO)
 Defense Contract Management Agency, Dayton
 Building 30, Area C
 1725 Van Patton Drive
 WPAFB, OH 45433-5302
 Phone: (937) 656-3060
James.Schwerman@dcma.mil

(d) Payment Office:

DFAS – Columbus Center
 North Entitlement Operations
 P. O. Box 182266
 Columbus, OH 43218-2317
 Phone: (614) 693-2200

b. Under paragraph G-5 "Submission of Invoices (Cost-Reimbursement, Time and Materials, Labor-Hour, or Fixed Price Incentive)" add the following information to paragraph (b):

The Contractor shall submit invoices and any necessary supporting documentation, in original and 4 copies, to the contract auditor at the following address:

Dayton Branch Office
 Defense Contract Audit Agency
 Attn: Mr. Scott Richardson
 2970 Presidential Drive, Suite 220
 Phone: (937) 427-5615
Scott.Richardson@dcaa.mil

c. Add the following accounting and appropriation data for sCLINs 0001AA and 0001AC under paragraph G-10:

G-10 ACCOUNTING AND APPROPRIATION DATA

CLIN	ACRN	ACCOUNTING DATA	AMOUNT
0001AA	AA	1761316 W3TP 000 RA914 0 068342 2D 000000 022970001RE0	\$1,162,278.17
0001AC	AA	1761316 W3TP 000 RA914 0 068342 2D 000000 022970001RE0	\$737,721.83

- d. Add the following clause to allow for incremental funding of fixed price line items:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 0001AC is incrementally funded. For this item, the sum of \$737,721.83 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in

the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On Execution of Contract:	\$ 737,721.83
On or before 31 December 2006:	\$1,107,713.60

(End of clause)

4. Under Section I – Contract Clauses:

a. Add clause 52.244-6 "Subcontracts for Commercial Items (Sep 2006)" incorporated by reference.

b. Remove clause 52.232-32 "Performance Based Payments (Feb 2002)" incorporated by reference, and add clause 52.232-32 "Performance Based Payments (Feb 2002)" in full text as follows:

52.232-32 Performance-Based Payments (Feb 2002)

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

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

(c) *Approval and payment of requests.*

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

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 14th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

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

(d) *Liquidation of performance-based payments.*

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

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

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

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

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

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

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

(f) *Title.*

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

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

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

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

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

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

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

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

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

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

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

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause,

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

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

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

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

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

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

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

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

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

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

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

(1) The name and address of the Contractor;

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

5. The total funded amount is \$1,900,000.00. The total contract value is \$3,007,713.60.
6. All other terms of the solicitation remain unchanged.



SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (CONTINUED)

CLIN	DESCRIPTION	QTY	UNIT	PRICE
0001	TIER II UAS CONCEPT DEMONSTRATOR SYSTEM	1	LOT	FFP

0001AA	CONCEPT DEMONSTRATOR SYSTEM (1 each) (See Note G, J)			(b)(4)
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0001AB	CONCEPT DEMONSTRATOR SYSTEM (1 each) (Option)(See Note B, G, J)			(b)(4)
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0001AC	DESIGN, DEVELOP, TEST AND SUPPORT FOR TIER II UAS CONCEPT DEMONSTRATOR SYSTEM (12 Months) (See Note G, J)			(b)(4)
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CLIN	DESCRIPTION	QTY	UNIT	PRICE
0002	DATA (See Notes A and H)			NSP

CLIN	DESCRIPTION	QTY	UNIT	PRICE
0003	ENGINEERING SERVICES (Option, See Notes B, D)	Min 0 Max 30,000/Per Year	Man-Hour	T/M

	FY06	FY07	FY08	FY09	FY10
In-house Engineering	(b)(4)				
Program Management					
Logistics (training)					
Field Services Engineering					
Maintenance Services					
Administrative Services					

CLIN	DESCRIPTION	UNIT	PRICE
0004	ADDITIONAL TIER II CONCEPT DEMONSTRATOR SYSTEMS (Option, See Notes B, C, G, J)	(EA)	FFP

Quantities	FY06	FY07	FY08	FY09	FY10
1	(b)(4)				
2					



CLIN	DESCRIPTION	UNIT	PRICE
0005	AIR VEHICLES (Option, See Note B, E, G, J)	(EA)	FFP

Air Vehicles	FY06	FY07	FY08	FY09	FY10
1-5	(b)(4)				
6-10					
11-15					
16-20					
21-25					
26-30					
31-35					
36-40					

CLIN	DESCRIPTION	UNIT	PRICE
0006	GROUND CONTROL STATIONS (Option, See Notes B, C, E, G, J)	(EA)	FFP

Ground Control Stations	FY06	FY07	FY08	FY09	FY10
Station 1	(b)(4)				
Station 2					
Station 3					
Station 4					

CLIN	DESCRIPTION	UNIT	PRICE
0007	SPARE PARTS BLOCKS (Option, See Notes B, C, E, G, J, K)	(EA)	FFP

SPARE PARTS BLOCK	FY06	FY07	FY08	FY09	FY10
1 Block	(b)(4)				
2 Blocks					
3 Blocks					
4 Blocks					
5 Blocks					
6 Blocks					
7 Blocks					
8 Blocks					
9 Blocks					

10 Blocks	(b)(4)
11 Blocks	
12 Blocks	

CLIN	DESCRIPTION	UNIT	PRICE
0008	Ancillary Equipment (Option, See Notes B, C, E, G, J, L)	(EA)	FFP

Qty	Item	FY06	FY07	FY08	FY09	FY10
1	Launching System	(b)(4)				
2	Launching System					
3	Launching System					
4	Launching System					
1	(Ground Support) Basic Airframe operational equipment					
2	(Ground Support) Basic Airframe operational equipment					
3	(Ground Support) Basic Airframe operational equipment					
4	(Ground Support) Basic Airframe operational equipment					
1	Tool Kit					
2	Tool Kit					
3	Tool Kit					
4	Tool Kit					
1	Remote Receive Terminal					
2	Remote Receive Terminal					
3	Remote Receive Terminal					
4	Remote Receive Terminal					
1	Recovery System					
2	Recovery System					
3	Recovery System					
4	Recovery System					

1	Test Stand -Support Sensor and Electronics for Test	(b)(4)
2	Test Stand -Support Sensor and Electronics for Test	
3	Test Stand -Support Sensor and Electronics for Test	
4	Test Stand -Support Sensor and Electronics for Test	
1	Ground Test Equipment - test functional operation of sensor outside of vehicle	
2	Ground Test Equipment - test functional operation of sensor outside of vehicle	
3	Ground Test Equipment - test functional operation of sensor outside of vehicle	
4	Ground Test Equipment - test functional operation of sensor outside of vehicle	
1	Sensor Cover	
2	Sensor Cover	
3	Sensor Cover	
4	Sensor Cover	
1	Sensor Shipping Container	
2	Sensor Shipping Container	
3	Sensor Shipping Container	

4	Sensor Shipping Container	(b)(4)
1	16' Trailer model. Standard Aviation Grey Imron paint	
2	16' Trailer model. Standard Aviation Grey Imron paint	
3	16' Trailer model. Standard Aviation Grey Imron paint	
4	16' Trailer model. Standard Aviation Grey Imron paint	

CLIN	DESCRIPTION	UNIT	PRICE
0009	Lowest Replaceable Unit (LRU) COMPONENTS Subassemblies (Option, See Notes B, C, E, G, J, M)	(EA)	FFP

Qty	LRU	FY06	FY07	FY08	FY09	FY10
1	Fuel container & Pump (2 U.S. gallons with recharger)	(b)(4)				
2	Fuel container & Pump (2 U.S. gallons with recharger)					
3	Fuel container & Pump (2 U.S. gallons with recharger)					
4	Fuel container & Pump (2 U.S. gallons with recharger)					
5	Fuel container & Pump (2 U.S. gallons with recharger)					
6	Fuel container & Pump (2 U.S. gallons with recharger)					

7	Fuel container & Pump (2 U.S. gallons with recharger)	
8	Fuel container & Pump (2 U.S. gallons with recharger)	
9	Fuel container & Pump (2 U.S. gallons with recharger)	
10	Fuel container & Pump (2 U.S. gallons with recharger)	
11	Fuel container & Pump (2 U.S. gallons with recharger)	(b)(4)
12	Fuel container & Pump (2 U.S. gallons with recharger)	
1	Engine starter	
2	Engine starter	
3	Engine starter	
4	Engine starter	
5	Engine starter	
6	Engine starter	
7	Engine starter	
8	Engine starter	
9	Engine starter	
10	Engine starter	
11	Engine starter	
12	Engine starter	
1	Engine starter battery	
2	Engine starter battery	
3	Engine starter battery	
4	Engine starter battery	
5	Engine starter battery	
6	Engine starter battery	
7	Engine starter battery	
8	Engine starter battery	
9	Engine starter battery	
10	Engine starter battery	
11	Engine starter battery	

12	Engine starter battery	
1	Tool Kit /carrying case	
2	Tool Kit /carrying case	
3	Tool Kit /carrying case	
4	Tool Kit /carrying case	
5	Tool Kit /carrying case	
6	Tool Kit /carrying case	
7	Tool Kit /carrying case	
8	Tool Kit /carrying case	
9	Tool Kit /carrying case	
10	Tool Kit /carrying case	
11	Tool Kit /carrying case	
12	Tool Kit /carrying case	
1	Left side wing (w/servos)	
2	Left side wing (w/servos)	
3	Left side wing (w/servos)	
4	Left side wing (w/servos)	
5	Left side wing (w/servos)	
6	Left side wing (w/servos)	
7	Left side wing (w/servos)	
8	Left side wing (w/servos)	
9	Left side wing (w/servos)	
10	Left side wing (w/servos)	
11	Left side wing (w/servos)	
12	Left side wing (w/servos)	
1	Right side wing (w/servos)	
2	Right side wing (w/servos)	

(b)(4)

3	Right side wing (w/servos)	(b)(4)
4	Right side wing (w/servos)	
5	Right side wing (w/servos)	
6	Right side wing (w/servos)	
7	Right side wing (w/servos)	
8	Right side wing (w/servos)	
9	Right side wing (w/servos)	
10	Right side wing (w/servos)	
11	Right side wing (w/servos)	
12	Right side wing (w/servos)	
1	Battery Charger (12 volt)	
2	Battery Charger (12 volt)	
3	Battery Charger (12 volt)	
4	Battery Charger (12 volt)	
5	Battery Charger (12 volt)	
6	Battery Charger (12 volt)	
7	Battery Charger (12 volt)	
8	Battery Charger (12 volt)	
9	Battery Charger (12 volt)	
10	Battery Charger (12 volt)	
11	Battery Charger (12 volt)	

12 Battery Charger (12 volt)	(b) (4)
1 Wing attachment rod	
2 Wing attachment rod	
3 Wing attachment rod	
4 Wing attachment rod	
5 Wing attachment rod	
6 Wing attachment rod	
7 Wing attachment rod	
8 Wing attachment rod	
9 Wing attachment rod	
10 Wing attachment rod	
11 Wing attachment rod	
12 Wing attachment rod	
1 Horizontal stabilizer (w/servos)	
2 Horizontal stabilizer (w/servos)	
3 Horizontal stabilizer (w/servos)	
4 Horizontal stabilizer (w/servos)	
5 Horizontal stabilizer (w/servos)	
6 Horizontal stabilizer (w/servos)	
7 Horizontal stabilizer (w/servos)	
8 Horizontal stabilizer (w/servos)	
9 Horizontal stabilizer (w/servos)	
10 Horizontal stabilizer (w/servos)	
11 Horizontal stabilizer (w/servos)	
12 Horizontal stabilizer (w/servos)	
1 Fuel Injection Fuel Pump	
2 Fuel Injection Fuel Pump	

3	Fuel Injection Fuel Pump	(b)(4)
4	Fuel Injection Fuel Pump	
5	Fuel Injection Fuel Pump	
6	Fuel Injection Fuel Pump	
7	Fuel Injection Fuel Pump	
8	Fuel Injection Fuel Pump	
9	Fuel Injection Fuel Pump	
10	Fuel Injection Fuel Pump	
11	Fuel Injection Fuel Pump	
12	Fuel Injection Fuel Pump	
1	Fuel Injection Electronics Module	
2	Fuel Injection Electronics Module	
3	Fuel Injection Electronics Module	
4	Fuel Injection Electronics Module	
5	Fuel Injection Electronics Module	
6	Fuel Injection Electronics Module	
7	Fuel Injection Electronics Module	
8	Fuel Injection Electronics Module	
9	Fuel Injection Electronics Module	
10	Fuel Injection Electronics Module	
11	Fuel Injection Electronics Module	



12 Fuel Injection Electronics Module	(b)(4)
1 GX-50 engine module w/generator	
2 GX-50 engine module w/generator	
3 GX-50 engine module w/generator	
4 GX-50 engine module w/generator	
5 GX-50 engine module w/generator	
6 GX-50 engine module w/generator	
7 GX-50 engine module w/generator	
8 GX-50 engine module w/generator	
9 GX-50 engine module w/generator	
10 GX-50 engine module w/generator	
11 GX-50 engine module w/generator	
12 GX-50 engine module w/generator	
1 GX-50 engine module w/generator & engine mounted fuel injection	
2 GX-50 engine module w/generator & engine mounted fuel injection	
3 GX-50 engine module w/generator & engine mounted fuel injection	
4 GX-50 engine module w/generator & engine mounted fuel injection	
5 GX-50 engine module w/generator & engine mounted fuel injection	

6	GX-50 engine module w/generator & engine mounted fuel injection	(b)(4)
7	GX-50 engine module w/generator & engine mounted fuel injection	
8	GX-50 engine module w/generator & engine mounted fuel injection	
9	GX-50 engine module w/generator & engine mounted fuel injection	
10	GX-50 engine module w/generator & engine mounted fuel injection	
11	GX-50 engine module w/generator & engine mounted fuel injection	
12	GX-50 engine module w/generator & engine mounted fuel injection	
1	Rudder	
2	Rudder	
3	Rudder	
4	Rudder	
5	Rudder	
6	Rudder	
7	Rudder	
8	Rudder	
9	Rudder	
10	Rudder	
11	Rudder	
12	Rudder	
1	Tail Skid	
2	Tail Skid	
3	Tail Skid	
4	Tail Skid	
5	Tail Skid	
6	Tail Skid	
7	Tail Skid	
8	Tail Skid	
9	Tail Skid	

10 Tail Skid	
11 Tail Skid	
12 Tail Skid	
1 Pitot Tube	
2 Pitot Tube	
3 Pitot Tube	
4 Pitot Tube	
5 Pitot Tube	
6 Pitot Tube	
7 Pitot Tube	
8 Pitot Tube	
9 Pitot Tube	
10 Pitot Tube	(b)(4)
11 Pitot Tube	
12 Pitot Tube	
1 Static Tube	
2 Static Tube	
3 Static Tube	
4 Static Tube	
5 Static Tube	
6 Static Tube	
7 Static Tube	
8 Static Tube	
9 Static Tube	
10 Static Tube	
11 Static Tube	
12 Static Tube	
1 Piccolo II Avionics Unit	
2 Piccolo II Avionics Unit	
3 Piccolo II Avionics Unit	
4 Piccolo II Avionics Unit	
5 Piccolo II Avionics Unit	
6 Piccolo II Avionics Unit	
7 Piccolo II Avionics Unit	

8	Piccolo II Avionics Unit	
9	Piccolo II Avionics Unit	
10	Piccolo II Avionics Unit	
11	Piccolo II Avionics Unit	
12	Piccolo II Avionics Unit	
1	Duck Antenna	
2	Duck Antenna	
3	Duck Antenna	
4	Duck Antenna	
5	Duck Antenna	
6	Duck Antenna	
7	Duck Antenna	
8	Duck Antenna	
9	Duck Antenna	
10	Duck Antenna	
11	Duck Antenna	(b)(4)
12	Duck Antenna	
1	Rudder Servo Kit	
2	Rudder Servo Kit	
3	Rudder Servo Kit	
4	Rudder Servo Kit	
5	Rudder Servo Kit	
6	Rudder Servo Kit	
7	Rudder Servo Kit	
8	Rudder Servo Kit	
9	Rudder Servo Kit	
10	Rudder Servo Kit	
11	Rudder Servo Kit	
12	Rudder Servo Kit	
1	Left wing flap servo kit	
2	Left wing flap servo kit	
3	Left wing flap servo kit	
4	Left wing flap servo kit	
5	Left wing flap servo kit	
6	Left wing flap servo kit	
7	Left wing flap servo kit	
8	Left wing flap servo kit	

9	Left wing flap servo kit	(b)(4)
10	Left wing flap servo kit	
11	Left wing flap servo kit	
12	Left wing flap servo kit	
1	Right wing flap servo kit	
2	Right wing flap servo kit	
3	Right wing flap servo kit	
4	Right wing flap servo kit	
5	Right wing flap servo kit	
6	Right wing flap servo kit	
7	Right wing flap servo kit	
8	Right wing flap servo kit	
9	Right wing flap servo kit	
10	Right wing flap servo kit	
11	Right wing flap servo kit	
12	Right wing flap servo kit	
1	Left wing aileron servo kit	
2	Left wing aileron servo kit	
3	Left wing aileron servo kit	
4	Left wing aileron servo kit	
5	Left wing aileron servo kit	
6	Left wing aileron servo kit	
7	Left wing aileron servo kit	

8	Left wing aileron servo kit	(b)(4)
9	Left wing aileron servo kit	
10	Left wing aileron servo kit	
11	Left wing aileron servo kit	
12	Left wing aileron servo kit	
1	Right wing aileron servo kit	
2	Right wing aileron servo kit	
3	Right wing aileron servo kit	
4	Right wing aileron servo kit	
5	Right wing aileron servo kit	
6	Right wing aileron servo kit	
7	Right wing aileron servo kit	
8	Right wing aileron servo kit	
9	Right wing aileron servo kit	
10	Right wing aileron servo kit	
11	Right wing aileron servo kit	
12	Right wing aileron servo kit	
1	Horizontal Stabilizer servo kit	
2	Horizontal Stabilizer servo kit	
3	Horizontal Stabilizer servo kit	
4	Horizontal Stabilizer servo kit	

5	Horizontal Stabilizer servo kit		
6	Horizontal Stabilizer servo kit		
7	Horizontal Stabilizer servo kit		
8	Horizontal Stabilizer servo kit		
9	Horizontal Stabilizer servo kit		
10	Horizontal Stabilizer servo kit		
11	Horizontal Stabilizer servo kit		
12	Horizontal Stabilizer servo kit		
1	Launcher Generator (2000 W)		(b)(4)
2	Launcher Generator (2000 W)		
3	Launcher Generator (2000 W)		
4	Launcher Generator (2000 W)		
5	Launcher Generator (2000 W)		
6	Launcher Generator (2000 W)		
7	Launcher Generator (2000 W)		
8	Launcher Generator (2000 W)		
9	Launcher Generator (2000 W)		
10	Launcher Generator (2000 W)		
11	Launcher Generator (2000 W)		
12	Launcher Generator (2000 W)		
1	Launcher Air Compressor (150 psi)		

2	Launcher Air Compressor (150 psi)
3	Launcher Air Compressor (150 psi)
4	Launcher Air Compressor (150 psi)
5	Launcher Air Compressor (150 psi)
6	Launcher Air Compressor (150 psi)
7	Launcher Air Compressor (150 psi)
8	Launcher Air Compressor (150 psi)
9	Launcher Air Compressor (150 psi)
10	Launcher Air Compressor (150 psi)
11	Launcher Air Compressor (150 psi)
12	Launcher Air Compressor (150 psi)
1	Launch rod seal kit (3 per)
2	Launch rod seal kit (3 per)
3	Launch rod seal kit (3 per)
4	Launch rod seal kit (3 per)
5	Launch rod seal kit (3 per)
6	Launch rod seal kit (3 per)
7	Launch rod seal kit (3 per)
8	Launch rod seal kit (3 per)
9	Launch rod seal kit (3 per)
10	Launch rod seal kit (3 per)

(b)(4)

11	Launch rod seal kit (3 per)
12	Launch rod seal kit (3 per)
1	Launch rod propulsion hose and clamps
2	Launch rod propulsion hose and clamps
3	Launch rod propulsion hose and clamps
4	Launch rod propulsion hose and clamps
5	Launch rod propulsion hose and clamps
6	Launch rod propulsion hose and clamps
7	Launch rod propulsion hose and clamps
8	Launch rod propulsion hose and clamps
9	Launch rod propulsion hose and clamps
10	Launch rod propulsion hose and clamps
11	Launch rod propulsion hose and clamps
12	Launch rod propulsion hose and clamps
1	Battery Charger (24 volt)
2	Battery Charger (24 volt)
3	Battery Charger (24 volt)
4	Battery Charger (24 volt)
5	Battery Charger (24 volt)
6	Battery Charger (24 volt)
7	Battery Charger (24 volt)

(b) (4)

8	Battery Charger (24 volt)	(b)(4)
9	Battery Charger (24 volt)	
10	Battery Charger (24 volt)	
11	Battery Charger (24 volt)	
12	Battery Charger (24 volt)	
1	Butterflyvalve	
2	Butterflyvalve	
3	Butterflyvalve	
4	Butterflyvalve	
5	Butterflyvalve	
6	Butterflyvalve	
7	Butterflyvalve	
8	Butterflyvalve	
9	Butterflyvalve	
10	Butterflyvalve	
11	Butterflyvalve	
12	Butterflyvalve	
1	Accumulator tank (Aluminum) w/Butterfly Valve	
2	Accumulator tank (Aluminum) w/Butterfly Valve	
3	Accumulator tank (Aluminum) w/Butterfly Valve	
4	Accumulator tank (Aluminum) w/Butterfly Valve	
5	Accumulator tank (Aluminum) w/Butterfly Valve	
6	Accumulator tank (Aluminum) w/Butterfly Valve	

7	Accumulator tank (Aluminum) w/Butterfly Valve	(b)(4)
8	Accumulator tank (Aluminum) w/Butterfly Valve	
9	Accumulator tank (Aluminum) w/Butterfly Valve	
10	Accumulator tank (Aluminum) w/Butterfly Valve	
11	Accumulator tank (Aluminum) w/Butterfly Valve	
12	Accumulator tank (Aluminum) w/Butterfly Valve	
1	Spare tire/wheel	
2	Spare tire/wheel	
3	Spare tire/wheel	
4	Spare tire/wheel	
5	Spare tire/wheel	
6	Spare tire/wheel	
7	Spare tire/wheel	
8	Spare tire/wheel	
9	Spare tire/wheel	
10	Spare tire/wheel	
11	Spare tire/wheel	
12	Spare tire/wheel	
1	Fire extinguisher	
2	Fire extinguisher	
3	Fire extinguisher	
4	Fire extinguisher	
5	Fire extinguisher	
6	Fire extinguisher	
7	Fire extinguisher	
8	Fire extinguisher	
9	Fire extinguisher	
10	Fire extinguisher	
11	Fire extinguisher	
12	Fire extinguisher	

1	Gimbal, 640 series	
2	Gimbal, 640 series	
3	Gimbal, 640 series	
4	Gimbal, 640 series	
5	Gimbal, 640 series	
6	Gimbal, 640 series	
7	Gimbal, 640 series	
8	Gimbal, 640 series	
9	Gimbal, 640 series	
10	Gimbal, 640 series	
11	Gimbal, 640 series	
12	Gimbal, 640 series	
1	Gimballed Sensor Electronics, C&C	(b)(4)
2	Gimballed Sensor Electronics, C&C	
3	Gimballed Sensor Electronics, C&C	
4	Gimballed Sensor Electronics, C&C	
5	Gimballed Sensor Electronics, C&C	
6	Gimballed Sensor Electronics, C&C	
7	Gimballed Sensor Electronics, C&C	
8	Gimballed Sensor Electronics, C&C	
9	Gimballed Sensor Electronics, C&C	
10	Gimballed Sensor Electronics, C&C	
11	Gimballed Sensor Electronics, C&C	
12	Gimballed Sensor Electronics, C&C	
1	Gimballed Sensor GPS Receiver	
2	Gimballed Sensor GPS Receiver	
3	Gimballed Sensor GPS Receiver	

4	Gimballed Sensor GPS Receiver
5	Gimballed Sensor GPS Receiver
6	Gimballed Sensor GPS Receiver
7	Gimballed Sensor GPS Receiver
8	Gimballed Sensor GPS Receiver
9	Gimballed Sensor GPS Receiver
10	Gimballed Sensor GPS Receiver
11	Gimballed Sensor GPS Receiver
12	Gimballed Sensor GPS Receiver
1	Gimballed Sensor DMC
2	Gimballed Sensor DMC
3	Gimballed Sensor DMC
4	Gimballed Sensor DMC
5	Gimballed Sensor DMC
6	Gimballed Sensor DMC
7	Gimballed Sensor DMC
8	Gimballed Sensor DMC
9	Gimballed Sensor DMC
10	Gimballed Sensor DMC
11	Gimballed Sensor DMC
12	Gimballed Sensor DMC
1	Gimballed Sensor Cable Kit
2	Gimballed Sensor Cable Kit
3	Gimballed Sensor Cable Kit
4	Gimballed Sensor Cable Kit
5	Gimballed Sensor Cable Kit
6	Gimballed Sensor Cable Kit

(b)(4)

7	Gimballed Sensor Cable Kit
8	Gimballed Sensor Cable Kit
9	Gimballed Sensor Cable Kit
10	Gimballed Sensor Cable Kit
11	Gimballed Sensor Cable Kit
12	Gimballed Sensor Cable Kit
1	GCS CyRAQ 24" LCD Display
2	GCS CyRAQ 24" LCD Display
3	GCS CyRAQ 24" LCD Display
4	GCS CyRAQ 24" LCD Display
5	GCS CyRAQ 24" LCD Display
6	GCS CyRAQ 24" LCD Display
7	GCS CyRAQ 24" LCD Display
8	GCS CyRAQ 24" LCD Display
9	GCS CyRAQ 24" LCD Display
10	GCS CyRAQ 24" LCD Display
11	GCS CyRAQ 24" LCD Display
12	GCS CyRAQ 24" LCD Display
1	GCS PMA-2-251-x, VME Pentium M SBC
2	GCS PMA-2-251-x, VME Pentium M SBC
3	GCS PMA-2-251-x, VME Pentium M SBC

(b)(4)

4	GCS PMA-2-251-x, VME Pentium M SBC
5	GCS PMA-2-251-x, VME Pentium M SBC
6	GCS PMA-2-251-x, VME Pentium M SBC
7	GCS PMA-2-251-x, VME Pentium M SBC
8	GCS PMA-2-251-x, VME Pentium M SBC
9	GCS PMA-2-251-x, VME Pentium M SBC
10	GCS PMA-2-251-x, VME Pentium M SBC
11	GCS PMA-2-251-x, VME Pentium M SBC
12	GCS PMA-2-251-x, VME Pentium M SBC
1	GCS PMC Expansion Carrier Card
2	GCS PMC Expansion Carrier Card
3	GCS PMC Expansion Carrier Card
4	GCS PMC Expansion Carrier Card
5	GCS PMC Expansion Carrier Card
6	GCS PMC Expansion Carrier Card
7	GCS PMC Expansion Carrier Card
8	GCS PMC Expansion Carrier Card
9	GCS PMC Expansion Carrier Card
10	GCS PMC Expansion Carrier Card
11	GCS PMC Expansion Carrier Card
12	GCS PMC Expansion Carrier Card

(b)(4)

1	GCS Rotational Media PMC (200GB)
2	GCS Rotational Media PMC (200GB)
3	GCS Rotational Media PMC (200GB)
4	GCS Rotational Media PMC (200GB)
5	GCS Rotational Media PMC (200GB)
6	GCS Rotational Media PMC (200GB)
7	GCS Rotational Media PMC (200GB)
8	GCS Rotational Media PMC (200GB)
9	GCS Rotational Media PMC (200GB)
10	GCS Rotational Media PMC (200GB)
11	GCS Rotational Media PMC (200GB)
12	GCS Rotational Media PMC (200GB)
1	GCS Chassis Enclosure
2	GCS Chassis Enclosure
3	GCS Chassis Enclosure
4	GCS Chassis Enclosure
5	GCS Chassis Enclosure
6	GCS Chassis Enclosure
7	GCS Chassis Enclosure
8	GCS Chassis Enclosure
9	GCS Chassis Enclosure
10	GCS Chassis Enclosure
11	GCS Chassis Enclosure
12	GCS Chassis Enclosure
1	GCS Piccolo Ground Station
2	GCS Piccolo Ground Station
3	GCS Piccolo Ground Station

(b)(4)

4	GCS Piccolo Ground Station	<p>(b)(4)</p>
5	GCS Piccolo Ground Station	
6	GCS Piccolo Ground Station	
7	GCS Piccolo Ground Station	
8	GCS Piccolo Ground Station	
9	GCS Piccolo Ground Station	
10	GCS Piccolo Ground Station	
11	GCS Piccolo Ground Station	
12	GCS Piccolo Ground Station	
1	GCS DTC Diversity Video Receiver	
2	GCS DTC Diversity Video Receiver	
3	GCS DTC Diversity Video Receiver	
4	GCS DTC Diversity Video Receiver	
5	GCS DTC Diversity Video Receiver	
6	GCS DTC Diversity Video Receiver	
7	GCS DTC Diversity Video Receiver	
8	GCS DTC Diversity Video Receiver	
9	GCS DTC Diversity Video Receiver	
10	GCS DTC Diversity Video Receiver	
11	GCS DTC Diversity Video Receiver	
12	GCS DTC Diversity Video Receiver	

1	GCS Axis Video	
2	GCS Axis Video	
3	GCS Axis Video	
4	GCS Axis Video	
5	GCS Axis Video	
6	GCS Axis Video	
7	GCS Axis Video	
8	GCS Axis Video	
9	GCS Axis Video	
10	GCS Axis Video	
11	GCS Axis Video	
12	GCS Axis Video	
1	GCS Ethernet Switch	(b)(4)
2	GCS Ethernet Switch	
3	GCS Ethernet Switch	
4	GCS Ethernet Switch	
5	GCS Ethernet Switch	
6	GCS Ethernet Switch	
7	GCS Ethernet Switch	
8	GCS Ethernet Switch	
9	GCS Ethernet Switch	
10	GCS Ethernet Switch	
11	GCS Ethernet Switch	
12	GCS Ethernet Switch	
1	GCS 4-port Serial Server	
2	GCS 4-port Serial Server	
3	GCS 4-port Serial Server	
4	GCS 4-port Serial Server	
5	GCS 4-port Serial Server	
6	GCS 4-port Serial Server	
7	GCS 4-port Serial Server	
8	GCS 4-port Serial Server	
9	GCS 4-port Serial Server	

10	GCS 4-port Serial Server	(b)(4)
11	GCS 4-port Serial Server	
12	GCS 4-port Serial Server	
1	GCS UPS Backup System	
2	GCS UPS Backup System	
3	GCS UPS Backup System	
4	GCS UPS Backup System	
5	GCS UPS Backup System	
6	GCS UPS Backup System	
7	GCS UPS Backup System	
8	GCS UPS Backup System	
9	GCS UPS Backup System	
10	GCS UPS Backup System	
11	GCS UPS Backup System	
12	GCS UPS Backup System	
1	GCS ASMS Ground Station Enclosure	
2	GCS ASMS Ground Station Enclosure	
3	GCS ASMS Ground Station Enclosure	
4	GCS ASMS Ground Station Enclosure	
5	GCS ASMS Ground Station Enclosure	
6	GCS ASMS Ground Station Enclosure	

7	GCS ASMS Ground Station Enclosure
8	GCS ASMS Ground Station Enclosure
9	GCS ASMS Ground Station Enclosure
10	GCS ASMS Ground Station Enclosure
11	GCS ASMS Ground Station Enclosure
12	GCS ASMS Ground Station Enclosure
1	GCS Buddipole Antenna Mast
2	GCS Buddipole Antenna Mast
3	GCS Buddipole Antenna Mast
4	GCS Buddipole Antenna Mast
5	GCS Buddipole Antenna Mast
6	GCS Buddipole Antenna Mast
7	GCS Buddipole Antenna Mast
8	GCS Buddipole Antenna Mast
9	GCS Buddipole Antenna Mast
10	GCS Buddipole Antenna Mast
11	GCS Buddipole Antenna Mast
12	GCS Buddipole Antenna Mast
1	Propellers (APC 20-12) Quantity: 10
2	Propellers (APC 20-12) Quantity: 10
3	Propellers (APC 20-12) Quantity: 10

(b)(4)

4	Propellers (APC 20-12) Quantity: 10	(b)(4)
5	Propellers (APC 20-12) Quantity: 10	
6	Propellers (APC 20-12) Quantity: 10	
7	Propellers (APC 20-12) Quantity: 10	
8	Propellers (APC 20-12) Quantity: 10	
9	Propellers (APC 20-12) Quantity: 10	
10	Propellers (APC 20-12) Quantity: 10	
11	Propellers (APC 20-12) Quantity: 10	
12	Propellers (APC 20-12) Quantity: 10	
1	Belly Skid plates- quantity: 5	
2	Belly Skid plates- quantity: 5	
3	Belly Skid plates- quantity: 5	
4	Belly Skid plates- quantity: 5	
5	Belly Skid plates- quantity: 5	
6	Belly Skid plates- quantity: 5	
7	Belly Skid plates- quantity: 5	
8	Belly Skid plates- quantity: 5	
9	Belly Skid plates- quantity: 5	
10	Belly Skid plates- quantity: 5	
11	Belly Skid plates- quantity: 5	
12	Belly Skid plates- quantity: 5	

1	Propeller spinners- quantity: 2	(b)(4)
2	Propeller spinners- quantity: 2	
3	Propeller spinners- quantity: 2	
4	Propeller spinners- quantity: 2	
5	Propeller spinners- quantity: 2	
6	Propeller spinners- quantity: 2	
7	Propeller spinners- quantity: 2	
8	Propeller spinners- quantity: 2	
9	Propeller spinners- quantity: 2	
10	Propeller spinners- quantity: 2	
11	Propeller spinners- quantity: 2	
12	Propeller spinners- quantity: 2	
1	Rudder & engine servos each	
2	Rudder & engine servos each	
3	Rudder & engine servos each	
4	Rudder & engine servos each	
5	Rudder & engine servos each	
6	Rudder & engine servos each	
7	Rudder & engine servos each	
8	Rudder & engine servos each	
9	Rudder & engine servos each	

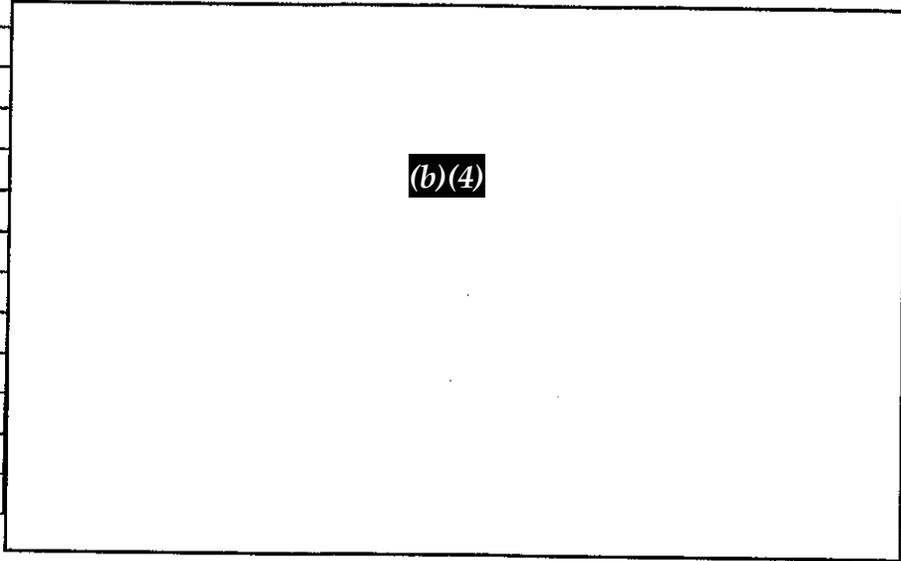
10	Rudder & engine servos each	(b)(4)
11	Rudder & engine servos each	
12	Rudder & engine servos each	
1	Horizontal stabilizer servos each	
2	Horizontal stabilizer servos each	
3	Horizontal stabilizer servos each	
4	Horizontal stabilizer servos each	
5	Horizontal stabilizer servos each	
6	Horizontal stabilizer servos each	
7	Horizontal stabilizer servos each	
8	Horizontal stabilizer servos each	
9	Horizontal stabilizer servos each	
10	Horizontal stabilizer servos each	
11	Horizontal stabilizer servos each	
12	Horizontal stabilizer servos each	
1	GX-50 engine cowl-quantity: 1	
2	GX-50 engine cowl-quantity: 1	
3	GX-50 engine cowl-quantity: 1	
4	GX-50 engine cowl-quantity: 1	
5	GX-50 engine cowl-quantity: 1	
6	GX-50 engine cowl-quantity: 1	

7	GX-50 engine cowl- quantity: 1	(b)(4)
8	GX-50 engine cowl- quantity: 1	
9	GX-50 engine cowl- quantity: 1	
10	GX-50 engine cowl- quantity: 1	
11	GX-50 engine cowl- quantity: 1	
12	GX-50 engine cowl- quantity: 1	
1	GX-5- spark plug- quantity: 1	
2	GX-5- spark plug- quantity: 1	
3	GX-5- spark plug- quantity: 1	
4	GX-5- spark plug- quantity: 1	
5	GX-5- spark plug- quantity: 1	
6	GX-5- spark plug- quantity: 1	
7	GX-5- spark plug- quantity: 1	
8	GX-5- spark plug- quantity: 1	
9	GX-5- spark plug- quantity: 1	
10	GX-5- spark plug- quantity: 1	
11	GX-5- spark plug- quantity: 1	
12	GX-5- spark plug- quantity: 1	
1	Backup Flight Battery- quantity: 1	
2	Backup Flight Battery- quantity: 1	
3	Backup Flight Battery- quantity: 1	

4 Backup Flight Battery- quantity: 1	(b)(4)
5 Backup Flight Battery- quantity: 1	
6 Backup Flight Battery- quantity: 1	
7 Backup Flight Battery- quantity: 1	
8 Backup Flight Battery- quantity: 1	
9 Backup Flight Battery- quantity: 1	
10 Backup Flight Battery- quantity: 1	
11 Backup Flight Battery- quantity: 1	
12 Backup Flight Battery- quantity: 1	
1 Launch rod - quantity: 1	
2 Launch rod - quantity: 1	
3 Launch rod - quantity: 1	
4 Launch rod - quantity: 1	
5 Launch rod - quantity: 1	
6 Launch rod - quantity: 1	
7 Launch rod - quantity: 1	
8 Launch rod - quantity: 1	
9 Launch rod - quantity: 1	
10 Launch rod - quantity: 1	
11 Launch rod - quantity: 1	
12 Launch rod - quantity: 1	



1	UAV Center Hatch
2	UAV Center Hatch
3	UAV Center Hatch
4	UAV Center Hatch
5	UAV Center Hatch
6	UAV Center Hatch
7	UAV Center Hatch
8	UAV Center Hatch
9	UAV Center Hatch
10	UAV Center Hatch
11	UAV Center Hatch
12	UAV Center Hatch



CLIN	DESCRIPTION	UNIT	PRICE
0010	Engineering Change Proposal (ECPs) Re-curring (Option, See Notes B, F, G)	TBD	FFP

NOTE A - Offeror shall provide the estimated price associated with each Contract Data Requirement List (CDRL), attachment 3, for informational purposes, however, the overall price shall be included in the associated hardware CLIN. Should the Government elect not to receive the CDRL item, the hardware unit price shall be reduced commensurately.

DATA ITEM NO.	TITLE OF DATA ITEM	SUBTITLE	PRICE
A001	Contractor's Progress, Status and Management Report	Monthly Reports	N/C
A002	Technical Report - Study/Services	NAVAIR Flight Clearance Documentation	N/C
A003	Conference Agenda	Conference Agenda	N/C
A004	Contractor's Progress, Status and Management Report	Program Management Plan	N/C
A005	Conference Minutes	Conference Minutes	N/C
A006	Training Program Structure Document - Type A	Training Program	N/C

A007	Course Conduct Information Package - Type A	Course Conduct Information Package	N/C
A008	Test Plan	Acceptance Test Plan	N/C
A009	Technical Reports - Study/Services	Operator/Maintainer Manuals	N/C
A010	Technical Reports - Study/Services	Change Pages/Modification Instructions to Manuals	N/C
A011	Engineering Change Proposal	Engineering Change Proposal	N/C
A012	Test Procedure	Acceptance Test Procedures	N/C
A013	Test/Inspection Report	Acceptance Test/Inspection Report	N/C
A014	Technical Report - Study/Services	Contractor Support Plan	\$2,776.40
A015	Warranty Performance Report	Warranty Performance Report	N/C
A016	Logistics Management Information (LMI) Summaries	Support Equipment Recommendation Data	\$2,943.20
A017	Technical Reports - Study/Services	Commercial Off-The-Shelf Manuals	N/C
A018	Technical Reports - Study/Services	Interface Specification for Tier II Concept Demonstrator Video and Metadata	\$5,070.40
A019	Technical Reports - Study/Services	Listing, Pricing, Manufacturer of Spare Parts	\$2,329.20

NOTE B – Option item to which the option clause FAR 52.217-7 “Option for Increased Quantity – Separately priced line Item (MAR 89)” in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE C - The offeror shall propose a unit price for each quantity. The Government will exercise no more than one quantity, if any, per fiscal year on a unilateral basis.

NOTE D - Offeror is to propose one composite fully burdened fixed price man-hour labor rates for each calendar year and labor category (CY06 through CY10). Services, if any and as required, shall be ordered by the issuance of a modification to include a task instruction and in accordance with the Special clause H-1 entitled Technical Instructions. The minimum and maximum are per year.

NOTE E - These CLINs consist of stepladder quantities. Offeror may propose alternate stepladder ranges where price breaks may be achieved as long as all quantities are included. The Government will award only one quantity per fiscal year, if any, on a unilateral basis. For stepladder items with ranges, the offeror is to quote unit prices only.

NOTE F - This CLINs is not to be priced at this time. A separate proposal will be requested during the execution of this contract for each ECPs as needed.

NOTE G - CLINs 0001, and 0004 through 0010 shall be proposed on a Firm-Fixed Price (FFP) basis.

NOTE H - CLINs 0002 is not separately priced and should be priced within the associated hardware.

NOTE J - For proposal pricing purposes, the offerors should assume deliveries to any location within the continental United States.

NOTE K - The spare parts block are spares for a system assuming 300 flight hours per month.

NOTE L - The Contractor shall identify each piece of Ancillary Equipment if required for the design (i.e. launch system, recovery system, remote receive terminal). Each item shall be priced separately for each fiscal year, from quantities of 1 through 4. The Contractor may revise the table to reflect the number of "items" required for their system design for this equipment as long as all quantities and fiscal years are priced for each item. If pricing table is extremely large, it should be referenced in Section B and made an attachment in Section J.

NOTE M - The Contractor shall identify each LRU for the design (excluding CLINs 0005, 0006, and 0008 if these are LRUs). Each LRU shall be priced separately for each fiscal year, from quantities of 1 through 12. The Contractor may revise the table to reflect the number of "LRUs" required base on their system design for this equipment as long as the quantities and fiscal years are priced for each LRU. If pricing table is extremely large, it should be referenced in Section B and made an attachment in Section J.

B-1 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (FIXED PRICE/TIME & MATERIALS)

This contract includes the following mixture of fixed price and time & materials line items:

<u>Line Item</u>	<u>Type</u>
0001, 0004 through 0010	Firm Fixed Price (FFP)
0002	Not Separately Priced
0003	Time & Materials (T&M)

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART I- DESCRIPTION

0001AA, (and if options are exercised 0001AB, 0004) - TIER II UAS CONCEPT DEMONSTRATOR SYSTEM

The Tier II Concept Demonstrator System shall be furnished, manufactured, built and delivered in accordance with attachment (1) Statement of Work and attachment (2) specification. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

0001AC - DESIGN, DEVELOP, TEST AND SUPPORT FOR TIER II UAS CONCEPT DEMONSTRATOR SYSTEM

The contractor shall provide program support in accordance with attachment (1) Statement of Work and attachment (2) specification, with the exception of the extended user assessment which will be executed under CLIN 0003. This shall include all program management, test support, training, testing, engineering, repair, refurbish, help desk support, contractor logistics support, maintenance planning, support equipment, technical manuals, and all deliverables, as defined in the statement of work. This support shall be provided through NAVAIR Flight certification, and Limited Technical Assessment,(LTA) In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

0002-DATA

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List (CDRL), DD Form 1423 attached hereto.

0003 - ENGINEERING SERVICES

CLIN 0003, if exercised, is a labor hours CLIN that will provide for services and support within in the general scope of CLIN 0001 but not included in the cost/price of any other item included herein. The Government is not obligated to purchase a minimum quantity under this CLIN. Orders placed under this CLIN will be done by the issuance of Technical Instruction (TI) against established labor categories and rates included in Section B for the applicable Government fiscal year. Prior to the issuance of a TI, the Government will request a proposal from the Contractor delineating the estimated level of effort. At a minimum, each TI will include the following:

1. Subject
2. Description/Scope of the effort
3. Deliverables
4. Period of performance
5. Estimated level of effort and labor categories
6. Estimated other direct costs
7. Ceiling/Funding

Only the Procuring Contracting Officer (PCO) is authorized to issue a TI or to authorize any changes to a TI.

The Contractor shall furnish the services of qualified engineer(s) to perform tasks such as (1) assist in planning, installation, testing, checkout, adjustment, operation, disassembly, repair, replace or refurbish of the Tier II UAS Concept Demonstrator and components during exercises in the field, (2) perform engineering trade studies and impact analysis of emerging technologies, (3) perform on-the-job instruction and training of personnel (military and/or civilian), (4) update technical manuals, (5) support hardware/software integration activities, (6) ECP development, and (7) engineering services required in support of the Tier II UAS Concept Demonstrator and components not already identified under this contract. These services shall be authorized by Technical Instructions issued by the PCO via a contract modification, in accordance with Special Contract Requirement H-3.

The labor shall be funded on a man-hour basis and will be ordered by the Government through funded technical instructions (TI) via modifications for man-hours at rates specified in CLIN 0003 (supplied by the Contractor).

Other Direct Costs Support such as travel, subsistence, miscellaneous material and other direct cost shall be in accordance with the Technical Instructions. ODCs will be charged as a separate SUB-CLIN in the TI.

For support, the Contractor shall be reimbursed for its reasonable actual subsistence and transportation and other costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Technical Instruction. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government that the full performance of each support item will be greater or substantially less than the amount set forth in the technical instruction, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, decrease or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefore prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after increase.

The amount ordered and funded by the Government cumulatively to date is the "ceiling price" referred to in the FAR clause 52.232-7 entitled "Payment Under Time and Materials and Labor Hour Contracts (MAR 2000)".

0005 - AIR VEHICLES

The contractor shall provide Air Vehicles in the same configuration as accepted under CLIN 0001 and 0004 in accordance with attachment (1) Statement of Work and attachment (2) specification. In the event

of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

0006 - GROUND CONTROL STATION

The contractor shall provide ground control stations in the same configuration as accepted under CLIN 0001 and 0004 in accordance with attachment (1) Statement of Work and attachment (2) specification. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

0007 - SPARE PARTS BLOCKS

The contractor shall provide in the same configuration as accepted under CLIN 0001 and 0004 in accordance with attachment (1) Statement of Work and attachment (2) specification. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

0008 - ANCILLARY EQUIPMENT

The contractor shall provide ancillary equipment in the same configuration as accepted under CLIN 0001 and 0004 in accordance with attachment (1) Statement of Work and attachment (2) specification. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

0009 - LOWEST REPLACEABLE UNITS

The contractor shall provide lowest replaceable unit in the same configuration as accepted under CLIN 0001 and 0004 in accordance with attachment (1) Statement of Work and attachment (2) specification. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

0010 - ENGINEERING CHANGE PROPOSALS (ECPs)

As directed by the Government, the contractor shall incorporate Government approved changes to the delivered systems and components to meet the needs of testing and field user exercises.

PART 2 - GENERAL REQUIREMENTS

C-1 CONTRACTOR'S PROPOSAL

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to MARCORSYSCOM Solicitation No. M67854-06-R-2012.

(b) The Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

SECTION D - PACKAGING AND MARKING

ITEMS 0001, and if options are exercised (0004 through 0010) The supplies and services furnished hereunder shall be packaged in accordance with best commercial practice of ASTM-D3951-98 or the pertinent level of MIL-STD-2073-1D, w/Notice 1 as applicable.

ITEMS 0002 – All unclassified data shall be prepared for shipment in accordance with the CDRL (SF 1423). If not specified then the data shall be in accordance with the best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

ITEM 0003 – Unless the technical instruction specifies differently, the supplies and services furnished under this CLIN shall be packaged in accordance with best commercial practice.

D.1 Unique Identification (UID)

All items delivered under this contract with a Unit Cost \$5,000 or greater are required to be uniquely identified in accordance with DFARS 252.211-7003, Item Identification and Valuation and DoD mandates. DoD policy on UID can be found at <http://www.acq.osd.mil/dpap/UID>.

SECTION E - INSPECTION AND ACCEPTANCE

ITEM 0001 (and if options exercised 0004 - 0009) – For all supplies and services provided, inspection shall be made at the source by an authorized Government representative and acceptance at destination by an authorized Government representative in accordance with Attachments (1) and (2), approved acceptance test procedures.

CLIN	Inspected	Accepted
0001AA	Source	Destination
0001AB	Source	Destination
0001AC	Source	Destination
0004	Source	Destination
0005	Source	Destination
0006	Source	Destination
0007	Source	Destination
0008	Source	Destination
0009	Source	Destination

ITEM 0002- Inspection and acceptance of all data shall be at the destination in accordance with CDRL (SF-1423).

ITEM 0003 (IF OPTION EXERCISED) - Shall be inspected and accepted in accordance with each technical instruction and acceptance by the Contracting Officers Representative.

ITEM 0010- In accordance with approved ECP.

E.1 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/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

52.246-2 Inspection of Supplies - Fixed Price (Aug 1996)
52.246-2 (Alt I) Inspection of Supplies - Fixed Price (Jul 1985)
52.246-3 Inspection of Supplies - Cost Reimbursement (May 2001)
52.246-4 Inspection of Services - Fixed Price (Aug 1996)
52.246-6 Inspection - Time-and-Material and Labor Hour (May 2001)
52.246-15 Certificate of Conformance (Apr 1984)
52.246-16 Responsibility for Supplies (Apr 1984)
252-246-7000 Material Inspection and Receiving Report (Mar 2003)

SECTION F - DELIVERIES OR PERFORMANCE

ITEM 0001AA – The first Tier II UAS Concept Demonstrator System shall be delivered 120 days after contract award and accepted upon completion of the NAVAIR flight certification.

ITEM 0001AB – Shall be delivered 120 days after exercise of option.

ITEM 0001AC – The period of performance is through 12 months after contract award.

ITEM 0001 – and (0004-0009 if options are exercised) All supplies hereunder shall be delivered free of expense to the Government as specified in the Statement of Work in accordance with instructions specified in the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the COR, MCWL. The COR will provide shipping instructions to the Contractor within thirty (30) days of receipt of request.

ITEM 0002 All data to be furnished under this contract shall be delivered IAW the applicable CDRL (DD-1423).

ITEM 0003, if this option is exercised, T/M items shall be IAW task instructions. The period of performance shall be from contract award through five (5) years thereafter and in no case shall extend past one year after the final acceptance of the last hardware delivery. Services shall be performed in accordance with the individual technical instructions.

ITEM 0004 - These items shall be delivered 120 days after exercise of option or less, one per month.

ITEM 0005 - These items shall be delivered 120 days after exercise of option or less, no less than 1 per month.

ITEM 0006 - These items shall be delivered 120 days after exercise of option or less, one per month.

ITEM 0007 - These items shall be delivered 120 days after exercise of option or less, no less than 1 per month.

ITEM 0008 - These items shall be delivered 120 days after exercise of option or less, no less than one of each LRU per month.

ITEM 0009 - These items shall be delivered 120 days after exercise of option or less, no more than one per month.



ITEM 0010 – In accordance with approved ECP.

F.1 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/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

52.242-15	Stop-Work Order (Aug 1989)
52.242-15 (Alt I)	Stop-Work Order (Apr 1984)
52.242-17	Government Delay of Work (Apr 1984)
52.247-29	F.O.B. Origin (Jun 1988)
52.247-34	F.O.B. Destination (Nov 1991)
52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999)
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)
52.247-65	F.O.B. Origin, Prepaid Freight – Small Package Shipments (Jan 1991)
252.247-7023	Transportation of Supplies by Sea (May 2002)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

252.201-7000 Contracting Officers Representative (Dec 1991)

252.242-7000 Post award Conference (Dec 1991)

G-2 POINTS OF CONTACT

(A) PRINCIPAL CONTRACTING OFFICER (PCO):

COMMANDER

ATTN: Ms. Valerie Mosqueira

Contracting Officer

Marine Corps Systems Command

Contracting Branch (CT-022)

2033 Barnett Ave

Quantico, VA 22134-5010

Phone: (703) 432-4127

Valerie.mosqueira@usmc.mil

(B) PURCHASING OFFICE REPRESENTATIVE:

COMMANDER

ATTN: Mr. Henry A. Howe

Marine Corps Systems Command



2000 Barnett Avenue
Quantico, VA 22134-5010
Phone: (703) 432-4016
Henry.howe@usmc.mil

(C) CONTRACTING OFFICER'S REPRESENTATIVE:

COMMANDER
ATTN: Mr. Joseph Kairys
Marine Corps Warfighting Lab
3255 Meyers Avenue
Quantico, VA 22134
Phone: (703) 784-3208
Joseph.kairys@usmc.mil

(D) CONTRACT ADMINISTRATION OFFICE

TBD at time of award.

(E) PAYING OFFICE

TBD at time of award.

G.3 Post award Conference

The Administrative Contracting Officer (ACO) shall establish the date of a Post Award Orientation Conference to be held with the Contractor within thirty (30) days of contract award. The Post Award Orientation Conference will be conducted in accordance with Federal Acquisition regulation Sub Part 42.5. The ACO or designee will prepare the agenda, notify appropriate Government and Contractor representatives, act as or designate a Chairperson, and prepare and distribute a report of the conference. The report will include all information and guidance provided to the Contractor. Any change(s) to the contract will be made only by a contract modification referencing the applicable terms of the contract.

This provision shall in no event constitute grounds for excusable delay by the Contractor in performance of any provision of the contract.

G-4 SUBMISSION OF INVOICES (FIXED PRICE)

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract sub line item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- A separate invoice for each activity designated to receive the supplies or services.
 - A consolidated invoice covering all shipments delivered under an individual order.
 - Either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-5 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copy, to the contract auditor at the following address: (TBD AT TIME OF AWARD) unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer Representative (COR) identified in Section G. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

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

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

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

Is required with each invoice submittal.

Is required only with final invoice.

Is not required.

(f) A Certificate of Performance

Shall be provided with each invoice submittal.

Is not required.

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

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

G-6 ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA point of contact for this contract is Mr. Joseph Kairys and can be reached on 703-784-3208 or via email at Joseph.Kairys@usmc.mil. The alternate USMC WAWF-RA point of contact is Mr. Henry Howe and can be reached on 703-432-4016 or via email at henry.howe@usmc.mil

The contractor is directed to use the Electronic format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854)



as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-(TO BE COMPLETED BY OFFEROR)

E-Mail: CCO-KC-VPIS@DFAS.MIL
PHONE: 1-800-756-4571 #2 then #4
WAWF: <https://wawf.eb.mil/>
VPIS: <https://www.dfas.mil/money/vendor>

Data entry information for WAWF:

Payment Office DoDAAC: (TO BE COMPLETED AT AWARD)
Issue by DoDAAC: M67854
Admin Office DoDAAC: (TO BE COMPLETED AT AWARD)
Service Acceptor DoDAAC: M67854 Extension PG11
Contract Number: (TO BE COMPLETED AT AWARD)

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the PCO identified in Section G of the contract.

G-7 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT

- (a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. A copy of each invoice shall be furnished to the COR identified in Section G.
- (b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement (s) of costs, as appropriate.
- (c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1)

G-8 OTHER Direct Costs and Travel (applicable to CLIN 0003)

Other direct costs (ODCs) and travel includes those costs, necessary for the direct support of this contract but not included in the cost/price of another item. ODCs do not include costs necessary to support this contract in the normal course of business (i.e. allocated to overhead). ODCs and travel may be reimbursed provided such costs are specifically authorized and provided that the costs are reasonable, allowable, and allocable in accordance with the laws and regulations (e.g. FAR Part 31). Contractor shall be reimbursed for travel costs in accordance with the Federal Acquisition Regulation as limited by the Joint Travel Regulations, Volume II and the following: (1) where official company travel can reasonably be planned in advance so as to take advantage of available discounted standard or coach airfares; and (2) travel to and from work, shall not be reimbursed hereunder. The contractor is not entitled to additional fee for ODCs or travel but is entitled to those costs normally associated with ODCs, such as overhead and burden costs.

G-9 SEGREGATION OF COSTS –ADDITIONAL GUIDANCE

In addition to the instructions above, the contractor shall, at a minimum, account and segregate cost by CLIN, ACRN and Technical Instruction for ITEM 0003.

G-10 ACCOUNTING AND APPROPRIATION DATA

TBD

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSTRUCTIVE CHANGE ORDERS

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

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 the contract, the said authority remains solely with the Contracting Officer. In the event that 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 at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.2 SUBCONTRACTING PLAN

In accordance with FAR 52.219-9, the Contractor's approved Small Business Subcontracting Plan is hereby included in and made part of this contract by reference.

H.3 TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder shall be subject to written technical instructions incorporated by modification under Attachment 4 of this contract.

(b) Technical instructions must be within the general scope of work stated in the contract under CLIN 0003. Technical instructions may not be used to change any of the terms, conditions, or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (15) working days after receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.4 NOTICE OF CONTRACTOR ADVISORS

Offerors are advised that the Government may use the following contractor advisors as source selection advisors. Contractors shall have access and review proposals but shall not rate proposals during source selection and performance of this contract.

EDO Corporation
2800 Shirlington Road
Arlington, VA 22206



Anteon Corp.
715 Broadway St.
Quantico, VA 22134

With your proposal please provide offeror's consent for review of its proposal information by the above contractor advisors. If offeror's consent is not provided, contractors will not review offeror's proposal data that is marked with the restrictive legend identified in FAR 52.215-12.

H.5 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the contracting officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H.6 SUBSTITUTION OF PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.7 EXTENSION OF COMMERCIAL WARRANTY

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

H.8 COPYRIGHT RELEASE

The contractor shall identify copyrighted material, if any, and shall obtain the written release of the copyright owner(s). The releases shall be provided to the Government and shall state that the U.S. Government may reproduce the manuals or instructions for distribution within the Department of Defense as necessary for training, maintenance, and/or operation.

SECTION I – CONTRACT CLAUSES

I.1 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/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
SECURITY REQUIREMENTS (AUG 1996)	
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
FAR SOURCE	
<u>TITLE AND DATE</u>	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)
- 52.211-15 DEFENSE PRIORITY & ALLOCATION (SEP1990)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN1999)
- 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMATE (OCT1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215.13 SUBCONTRACTOR COST OR PRICING DATA- MODIFICATIONS (OCT1997)
- 52.215-14 INTREGRITY OF UNIT PRICES (OCT1997)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC1998)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRD) OTHER THAN PENSIONS (OCT1997)
- 52.215-21 REQUIREMENT 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)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999) ALTERNATE I (JAN 1999) AND ALTERNATE II (JAN 1999)
Alt I
Alt II
- 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-2 PAYMENT OF OVERTIME PREMIUMS (JUL 1990) (ZERO)
- 52.222-3 CONVICT LABOR (AUG 1996)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (SEP 2000)
- 52.222-21 PROBITION OF SEGREGATED FACILITIES (FEB1999)
- 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED
VETERANS OF THE VIETNAM ERA, AND OTHER
ELIGIBLE VETERANS (DEC2001)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH
DISABILITIES (JUN1998)

52.222-37 EMPLOYMENT REPORTS OF SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE
VETERANS (DEC2001)FAR

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
SAFETY DATA (JAN 1997)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION (AUG 2003)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-
OWNED ECONOMIC ENTERPRISES (FEB 2000)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-1 AUTHORIZATION AND CONSENT (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND
COPYRIGHT INFRINGEMENT (AUG 1996)

52.227-9 REFUND OF ROYALTIES (APR 1984)

52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT
MATTER (APR 1984)

52.227-12 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG
FORM) (JAN 1997)

52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)

- 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO
THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN
1997)

- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED PRICE) (MAY2004) – ALTII

- 52.249-4 TERMINATION FOR CONVIENCE OF GOVERNMENT SERVICES
(SHORT FORM) (APR1984)

- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

- 52.249-14 EXCUSABLE DELAYS (APR 1984)

- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II. DEFENSE FAR SUPPLEMENTS (48 CFR CHAPTERS 2) CLAUSES:

<u>DFARS SOURCE</u>	<u>TITLE AND DATE</u>
252.203-7000	CONTRACTING OFFICERS REPRESENTATIVE (DEC1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION ALT. A(52.204-7) (NOV2004)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2005)
252.211-7005	SUBSTITUTION FOR MILITARY OR FEDERAL SPECIFICATION AND STANDARDS (MAR 1999)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 93)

252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DEC 1991)
252.225-7004	REPORTING OF CONTRAT PERFORMANCE OUTSIDE THE UNITED STATES
252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (DEC)(1991)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)
252.225-7013	DUTY-FREE ENTRY (JAN 2004)
252.225-7014 And ALT I	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) AND ALTERNATE I (APR 2003)
252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS (JUN 2005)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL OR ROLLER BEARINGS (JUN 2005)
252.225-7022	RESTRICTION ON ACQUISITION OF POLYACRYL-ONITRILE (PAN) BASED CARBON FIBER (JUN 2005)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (JUN 2005)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003)
252.225-7041	CORRESPONDENCE IN ENGLISH (JUN 1997)
252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES
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)
252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS (NOV 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 95)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7030 TECHNICAL DATA- WITHHOLDING OF PAYMENT (MAR2000)
- 252.227-7034 PATENTS--SUBCONTRACTS (DEC 1991)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP1999)
- 252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7003 ELECTRONIC TRANSMISSION OF PAYMENT REQUESTS (JAN 2004)
- 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 97)
- 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 95)
- 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (DEC 91)
- 252.242-7000 POST AWARD CONFERENCE (DEC 1991)
- 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)
- 252.243-7000 ENGINEERING CHANGE PROPOSALS (SEP 1991) AND ALT I (MAY 94)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

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

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

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

252.246-7001 WARRANTY OF DATA (DEC 1991) AND ALT I (DEC 91)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
(MAR 2000)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION
OR REDUCTION (DEC 1996)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV
2004)

SECTION I-2 - CLAUSES INCORPORATED IN FULL TEXT

FAR 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://farsite.hill.af.mil>.

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notification in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

FAR 52.217-7 -- OPTION FOR INCREASED QUANTITY -- Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written notice signed by the Contracting Officer and sent within the time(s) specified below:

CLIN	<u>Latest Option Exercise Date</u>
0001AB	No Later Than (NLT) 12 Months after Contact Award
0003	Prior to the End of the Contract
0004	NLT the end of the applicable fiscal year

CLIN	<u>Latest Option Exercise Date</u>
0005	NLT the end of the applicable fiscal year
0006	NLT the end of the applicable fiscal year
0007	NLT the end of the applicable fiscal year
0008	NLT the end of the applicable fiscal year
0009	NLT the end of the applicable fiscal year
0010	NLT the end of the applicable fiscal year

FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) **Definitions.** "Contracting Officer", as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)" as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) **Notice.** The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers constituting a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2) or (3) above, advise the Contractor that additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

FAR 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER
PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA
(May 2001) (Alt III)

(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 and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means "data."

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor for a period of 12 months from the time of final acceptance by the Government as indicated by a signature on a DD250.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 90 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 60 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

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

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit; any rights afforded to the Government by any other clause of this contract.

(2) Within 45 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at contractor facility or on location with the systems.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)

(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to --

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise --

(i) Obtain detailed recommendations for corrective action and either --

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and 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, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)

(a)

(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid --

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
Attn: FWA
1800 F Street, NW
Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

SECTION J: LIST OF ATTACHMENTS, STATEMENT OF WORK, SPECIFICATIONS AND CDRL

- Attachment (1)** STATEMENT OF WORK, MARINE CORPS WARFIGHTING LABORATORY (MCWL) TIER II UNMANNED AIRCRAFT SYSTEM CONCEPT DEMONSTRATOR
- Attachment (2)** PERFORMANCE SPECIFICATIONS FOR A TIER II UNMANNED AIRCRAFT SYSTEM CONCEPT DEMONSTRATOR
- Attachment (3)** Contract Data Requirements List (CDRL), DD Form 1423
- Attachment (4)** Technical Instructions (to be provided during contract performance)
- Attachment (5)** DD Form 254

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

Current through FAC 2001-26 and DCN 20050207

K.1 52.252-1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation Supplemental (DFARS) clauses:

- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998)**
- 252.209-7002 Disclosure of Ownership or Control by a Foreign Government (Sep 1994)**
- 252.209-7003 Compliance with Veterans' Employment Reporting Requirements (Mar 1998)**
- 252.225-7017 Prohibition on Award to Companies Owned by the People's Republic of China (Feb 2000)**
- 252.225-7003 Report of Intended Performance Outside the United States (Apr 2003)**
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995)**
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)**

K.2 PROVISIONS INCORPORATED IN FULL TEXT**52.204-8 Annual Representations and Certifications (Jan 2005)****(a)**

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

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

(i) Paragraph (b) applies.

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

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

FAR Clause	Title	Date	Change

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

52.219-1 Small Business Program Representations (May 2004) and Alternate I (Apr 2002)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 335999.
- (2) The small business size standard is 750 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations are to be completed on ORCA in accordance with 52.204-8.

52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as

required by 48 CFR 9903.202. The Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below.

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO
or Federal Official Where Filed: _____

The Offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO
or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

(3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in

which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The Offeror hereby certifies that
(i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
(ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

252.225-7000 BUY AMERICAN ACT-- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are non-qualifying country end products:

Non-qualifying Country End Products

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also



include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

APPENDIX: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions.
As prescribed in 227.7103-3(b), 227.7104(e)(2), or 227.7203-3(a), use the following provision:

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data-Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)
Technical Data to be furnished with restrictions			
SpyHawk Ground Control System	Developed primarily at private expense	Limited rights	MTC Technologies
Inertially referenced pointing and stabilization control system including motor/encoder/mechanical structure that allows a sensor to be pointed and stabilized in an inertial referenced frame (b) Through bore beam delivery system for laser designator/laser rangefinder	Developed exclusively at private expense	Limited rights	Optical Alchemy, Inc.
Non-Commercial Software to be furnished with restriction			
SpyHawk Ground Control System	Developed exclusively at private expense	Limited Rights	MTC Technologies
Inertial Control Stabilization and Pointing Software & embedded code MatLab model of Inertial control and Stabilization system	Developed exclusively at private expense	Restricted rights	Optical Alchemy, Inc.
Commercial Item Data			
ARCTURUS UAV Aircraft	Developed exclusively at private expense Procured as commercial Item	Standard Commercial Rights	Arcturus-UAV

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

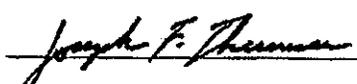
**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.



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

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date May 11, 2006
Printed Name and Title Joseph F. Thurner
Vice President - Contracts
Signature 

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

STATEMENT OF WORK

MARINE CORPS WARFIGHTING LABORATORY (MCWL) TIER II UNMANNED AIRCRAFT SYSTEM CONCEPT DEMONSTRATOR

1.0 BACKGROUND

During recent combat operations, the United States Marine Corps (USMC) has realized a significant gap in its Intelligence, Surveillance, and Reconnaissance (ISR)/Target Acquisition (TA) capability, and has confirmed the need for close range Unmanned Aircraft System (UAS) coverage in order to enhance timely situational awareness and decision-making. This gap stems from the shortfall of close range UASs needed to support operations at regiment, applicable combat service support units, and Marine Expeditionary Unit Special Operations Capable levels.

The current Tier I UAS satisfies the platoon/company commander's close battle point reconnaissance and surveillance needs while the Tier III UAS shall primarily support Joint Task Force/Marine Air-Ground Task Force level requirements. The limited number of Tier III assets precludes their dedicated and sustained use at the regiment and below levels of command. An organic UAS is required to support/regiment and below ground maneuver units during combat operations. A Program Of Record (POR) Tier II UAS System is intended to be an easy to operate, cost-effective, airborne imagery sensor to increase day and night ISR/TA capability directly to Marine Infantry Division/Regiment and subordinate units. The system will be a complete, lightweight, ready-to-use-as-delivered expeditionary system with minimal logistics requirements, small footprint, and minimal formal operator/maintainer training.

The Marine Corps Warfighting Laboratory (MCWL) has been tasked to develop and test a Tier II UAS Concept Demonstrator. The intended use of the Tier II UAS Concept Demonstrator System (hereinafter called Tier II Concept Demonstrator) acquired to support this initiative, will be concept based experimentation and development/verification of tactics, techniques and procedures. The MCWL Tier II UAS Concept Demonstrator is not planned to be the material solution for the US Marine Corps' Tier II Program of Record, rather, it will serve as a test bed for new technologies and it will be used to develop tactics, techniques and procedures during the Extended User Assessment in Iraq.

MCWL will lead this activity with support and involvement including: Marine Corps Systems Command, Naval Air Systems Command (NAVAIR), Marine Corps Combat Development Command, Headquarters Marine Corps, Plans, Policies and Operations, Headquarters Marine Corps, Intelligence, and the operating forces. MCWL intends to provide the Tier II Concept Demonstrator to the I and II Marine Expeditionary Forces deployed overseas for an Extended User Assessment (EUA), preceded by all necessary system militarization, NAVAIR flight certifications, Limited Technical Assessment (LTA), and UAS operator/maintainer training.

The Tier II Concept demonstrator will be tested for extended periods. It is the intent of MCWL to validate the requirements of the performance specification. Requirements such as long term,

continuous operation of the Tier II Concept Demonstrator may require significant spares support, and significant replenishment of lost components during the testing.

1.1 SCOPE

This Statement Of Work (SOW) sets forth the work efforts required to develop and deliver a militarized Tier II Concept Demonstrator that includes testing, production and preparation of associated documentation, provide logistic support, technical support, field service support, training, and associated technical manuals.

This SOW includes requirements for associated Program Management, System Engineering, Configuration Management, Quality Assurance, System Testing, Contractor Logistics Support, Maintenance Planning, Supply Support, Technical Publications, Operations and Maintenance Training, and other Contractor Support efforts.

The Contractor shall be responsible for providing the necessary labor, materials, services, and support documentation needed to complete the tasks identified in this SOW.

The scope of work includes support of the Government-conducted LTA and EUA.

This contract will be completed no later than five years after contract award.

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this SOW to the extent specified herein. Unless otherwise specified, the issue or amendment of documents effective for this contract shall be those in effect on the date of issuance of the Request for Proposal. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been previously obtained.

MILITARY STANDARDS AND SPECIFICATIONS

MIL-STD-810F	Environmental Engineering Considerations and Laboratory Tests
MIL-STD-882D	System Safety
MIL-PRF-49506	Logistics Management Information
MIL-STD-129P	Military Marking for Shipment and Storage
MIL-M-85337A	Manual, Technical: Quality Assurance Program, Requirements
MIL-PRF-29612B	Training Data Products

MIL-STD-2073-1D DoD Standard Practice for Military Packaging

GOVERNMENT STANDARDS AND INSTRUCTIONS

MIL-HDBK-516 DoD Handbook, Airworthiness Certification Criteria
 NAVAIRINST 13034.1C Flight Clearances for Unmanned Aviation Systems
 MIL-HDBK-61A Configuration Management Guidance
 MIL-HDBK-1221 Evaluation of COTS Manuals

NON-GOVERNMENT DOCUMENTS

ASTM-D3951-98 Packaging, Commercial
 ISO 9000:2000 Quality Management Systems

3.0 REQUIREMENTS

3.1 General

The contractor shall perform all tasks required as delineated in this SOW and Performance Specification to develop, produce, militarize, test, deliver, and prepare associated documentation, logistic support, technical support, field service support, training, technical manuals for a Tier II Concept Demonstrator. The resulting contract will also contain options for engineering services, additional systems and components and ECPs.

3.2 UAS

The contractor shall deliver a Tier II Concept Demonstrator as specified in the Performance Specifications document and this SOW. The Tier II Concept Demonstrator shall consist of a number of aircraft with mission payloads, ground control station with all necessary communication and data links, necessary launch/recovery ancillary equipment, a remote receive terminal, and a six-month spare parts block. The spare parts are required to support the Tier II Concept Demonstrator through acceptance test, an LTA, and portions of the EUA.

Enhancements to the Tier II Concept Demonstrator, following the successful completion of the LTA, shall be accomplished by way of contractor and/or Government generated Engineering Change Proposals. Potential enhancements include, but are not limited to, sensor and payload development such as: Communication Radio Relay; Signals Intelligence (SIGINT); Chemical, Biological, Radiological (CBR); Synthetic Aperture Radar (SAR); and Hyper-Spectral Imaging; and power plant development and integration (DoD single fuel initiative).

DI-CMAN-80639C, Engineering Change Proposal (ECP)

3.3 Flight Certification/Airworthiness

The contractor shall provide all necessary information required to obtain a Naval Air Systems Command (NAVAIR) Flight Certification as detailed below. The Tier II Concept Demonstrator configuration that is submitted for the NAVAIR flight certification shall be baselined and controlled; see MIL-HDBK-61A for guidance. Further NAVAIR flight certification information may be found in MIL-HDBK-516, NAVAIRINST 13034.2, MIL-STD-810F, and MIL-STD-882D.

NAVAIR flight certification should not exceed ninety days and will be a prerequisite to system acceptance.

DI-MISC-80508A Technical Report - Study/Services (NAVAIR Flight Certification documentation)

The flight certification documentation shall be forwarded to NAVAIR Flight Certification Authority no later than 30 days prior to the delivery of the first Tier II Concept Demonstrator for NAVAIR flight certification testing in order to allow preliminary assessments to be completed and potential problem areas identified.

The contractor shall ensure the following airworthiness criteria are met in accordance with the specification and this SOW and within the consideration of UAS design.

- a. The design shall be fail-safe and shall preclude dormant failures. Inspection intervals shall prevent critical failure of primary structural components.
- b. The design shall be damage tolerant and allow for modular replacement when necessary.
- c. System reliability shall be established in accordance with the Performance Specifications and selected standards.
- d. Flight Controls shall be designed to be fail-safe. Autopilot failures shall be clearly identified to the vehicle operator.
- e. Communication and Control Links shall be fail-safe so that control of the UAV can be maintained as per the Performance Specifications. Uplinks and downlinks are sensitive to Electromagnetic Interference (EMI) and shall be adequately shielded from such hazards.
- f. The Ground Control Station shall be designed and assembled incorporating the same level of system reliability and fail-safe design as for other flight critical systems. Compliance with existing industry standards shall be shown. Attention shall be paid to human factors concepts similar to those applied to unmanned flight stations currently in use by government and civilian agencies.

- g. The Tier II Concept Demonstrator Support Equipment shall be designed and assembled incorporating the same level of system reliability and fail-safe design as for other flight critical systems
- h. Flight Control Redundancy and Contingency Modes shall be designed to prevent a critical failure (a failure that prevents completion of a flight profile) from becoming a catastrophic failure.
- i. Software shall be developed in accordance with industry standard software practices. Contractor shall provide the software capability maturity level under which the product was developed.
- j. Reliability of the Tier II Concept Demonstrator shall be demonstrated by providing system operating statistics to include total accumulated flying time, average mean time between failures, mean time to repair, and an explanation of any accidents and mishaps (with assigned cause factors).

3.4 Program Management

- 3.4.1 Program Manager. The contractor shall identify a Program Manager to serve as the principal representative of the contractor throughout the contract performance period. This individual shall coordinate with the MCWL Tier II Concept Demonstrator Contracting Officer Representative (COR) for all activities related to successful performance of the contract, including coordination of financial management issues, schedules, hardware deliveries, interface with Marine logistic activities, conduct of appropriate meetings and reviews with government personnel, and support the Government LTA. At all times, the contractor's Program Manager shall have the responsibility for ensuring overall contract performance. The contractor shall establish and maintain a management structure to accomplish program planning, scheduling and control.
- 3.4.2 Program Management Plan. A Program Management Plan (PMP) shall be developed and maintained throughout the contract performance period. This document shall provide visibility into the contractor's organization and techniques used in managing the program, to include subcontractor and data management. The PMP shall also include a schedule of activities (Program Planning Milestone Chart) and deliverables (to include manufacturing, testing and acceptance, shipping, and training). The PMP shall be provided to the Government during the Post Award Conference. Program management documentation shall be readily available to the Government during planned visits. Any changes to the approved PMP shall be submitted to the Government as part of the monthly status reports.

DI-MGMT-80227

Contractor's Progress, Status and Management Report (Program Management Plan)

The contractor shall be responsible for performance of the requirements delineated in this SOW and Performance Specification, and shall institute appropriate management actions relative to subcontractor performance. The contractor shall be accountable for compliance of subcontractors

and shall be responsible for ensuring all deliverable products comply with the contract requirements.

3.4.3 Monthly Status Reports. The contractor shall submit monthly progress/status/milestone and financial reports, including a monthly funds expenditure report. The financial report shall also include earned value management for Time and Material components of the contract that keeps track of planned funding expenditure of specified tasks vs. actual expenditures. The technical report shall include the accomplishments of planned tasks vs. actual performed tasks as well as an update to the program schedule.

DI-MGMT-80227

Contractor's Progress, Status and Management Report (Monthly Reports)

3.4.4 Meetings. The contractor shall plan, host, attend, coordinate, support and conduct the meetings, in-process reviews, formal reviews, conferences, and audits (hereinafter called "reviews"). The reviews shall be conducted at Government and contractor facilities. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently, with the Government's prior approval. The contractor shall prepare agendas, attendee lists, presentation materials, minutes, and reports for each review. The agenda, attendee list, and presentation material shall be submitted to the government a minimum of one week prior to the review for comment. In addition, the minutes, attendee lists, and final presentation material shall be submitted within one week of completion of the review. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance of the contract. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes. The reviews shall consist of:

- a. Post Award Conference. A conference shall be held after contract award, and at the contractor's facility. The purpose of this conference is for all parties to review the contract and agree upon specific areas of responsibility consistent with the terms of the contract. Additionally, the contractor shall demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present the management team, identify key personnel, and outline program implementation processes. The conference shall also be used to resolve any issues in the Tier II Concept Demonstrator Performance Specifications; however, the conference shall not be used as an opportunity to impose additional requirements. The focus of the post award conference is set expectations for contractual documentation.
- b. In-Process Reviews (IPRs). IPRs shall be conducted as needed and specified by the government at a date and location mutually agreed upon (i.e. the contractor's facility or at MCWL, Quantico, VA). The Government reserves the right to cancel any review or

to require any review to be scheduled during the period of performance of the contract. The contractor's progress, management, technical support services (if any), contractor logistics support, administrative, assurance of compliance with contract requirements, program status, funding, problem identification and resolutions shall be agenda items. Actual versus expected performance of each area shall be addressed.

DI-ADMN-81249A Conference Agenda

DI-ADMN-81250A Conference Minutes

3.4.5 The contractor shall deliver a preliminary schedule of tasks/activities in a Microsoft Office 2000 compatible format, no later than two (2) weeks after contract award. Further updates of the schedule shall be delivered as required.

3.4.6 Data Management. The contractor shall establish a system for management of all data required under this contract. The system shall include facilities for storage of all data developed or used for this contract, and shall provide unlimited access to user collected and operating data by the Government. The contractor shall ensure all data is available for Government review. The Government reserves the right to review all data associated with and developed for the Tier II Concept Demonstrator.

3.5 Quality Management System

The contractor shall maintain a Quality Management System. The system shall apply to all equipment provided and ensure quality is maintained throughout all areas including fabrication, processing, assembly, inspection, test, maintenance, packaging, delivery and shipping. The contractor's quality management system shall ensure personnel responsible for manufacture, inspection, control of processes, operations and equipment that require special skills are certified prior to performing these functions. Specific responsibilities and functions shall be assigned and a list of required skills and skill levels shall be maintained for all personnel performing under this contract. The Quality Management System shall conform to best commercial practices (e.g. ISO 9000 2000). The contractor shall make available all quality management documentation for the Government to review upon request.

4.0 WARRANTY

4.1 The contractor shall propose a warranty program in accordance with FAR 52.246-19 in the contract.

4.2 Warranty Response Time

The contractor shall provide a Return Material Authorization (RMA) within 24 hours of receipt of request from the Government. The contractor shall provide warranty replacement items to the Government within fourteen calendar days after receipt of warranty item from the Government (excludes time spent in transit).

4.3 Warranty Report

The contractor shall provide a warranty performance report as required. The contractor on a quarterly basis shall provide the warranty report. The report shall provide information on items under warranty, contractor repair and replacement and equipment failure data. Reporting shall commence at acceptance of the Tier II Concept Demonstrator.

DI-SESS-81639

Warranty Performance Report

5.0 TRAINING

5.1 Training Location

The contractor shall provide the necessary training for USMC and government civilian personnel to proficiently operate/maintain the Tier II Concept Demonstrator. The training shall be conducted at a location to be determined with travel and living expenses for the Marines and government civilian personnel borne by the Government. If the training is conducted at the contractor's facilities, prior to course initiation, those facilities shall meet safety standards, which are in accordance with local, state and federal regulations. The contractor will initiate any visitor request required.

5.2 Course Material

The contractor shall develop the course material for the Tier II Concept Demonstrator subject to approval by MCWL. An electronic copy (compatible with Microsoft Office 2000) of the technical manuals and training aids shall be provided to MCWL at least one week prior to the start of the NAVAIR flight clearance testing.

DI-SESS-81521B

Training Program Structure Document - Type A

5.3 Operator/Maintenance Training

Training shall consist of operation and maintenance training for the complete Tier II Concept Demonstrator for fifteen (15) students per the course. At a minimum, the training shall provide students with the knowledge and understanding of the system's capabilities, functions, limitations and interfaces, operation of the system, and Operator/Crew Level Maintenance (defined in section 13.1.1). The reading level of the training material shall be at the ninth grade level. The period of training shall not exceed 30 days. Instructors shall be fluent in English. Following each training evolution, comments received from the students via the Student Training Course Evaluation may be incorporated into the training material prior to the next training session subject to MCWL approval.

5.3.1 Management of Training Development. The contractor shall appoint a Training Manager who shall be the single point of contact for training and courseware development matters. The Training Manager shall have knowledge and experience in the development of military training programs. The duties of this Training Manager shall include, but shall not be

limited to, the coordination of training courseware analysis, design, development, implementation and presentation.

5.4 Training Coordination

The training is to be coordinated with MCWL to occur after successful completion of the NAVAIR flight certification testing and shall be available no later than ten (10) weeks prior to the start of the Extended User Assessment. MCWL and the contractor shall mutually agree upon dates selected for training.

5.5 Training Course Completion Report

The contractor shall provide to the Government written certification of the proficiency and evaluation of each student. A Student Training Course Evaluation shall be provided to each student upon completion of training to be filled out by the students. A Certificate of Training shall be provided to each student and the respective student's command. A copy of each student's completed Student Training Course Evaluation and Certificate of Training shall be provided to MCWL no later than one week following course completion. MIL-PRF-29612B is a reference for Training Data Products.

DI-SESS-81522B

Course Conduct Information Package - Type A

6.0 TESTING, ENGINEERING, & REPAIR SERVICES

6.1 Acceptance Testing

Within thirty (30) days after contract award, the contractor shall submit an acceptance test plan and procedures for Government review. The Government shall have thirty (30) days for review and comment. The contractor shall update the plan and procedures as changes to the baseline system occur. The contractor shall conduct Acceptance Test Procedures (ATP) on the Tier II Concept Demonstrator at the contractor's facility prior to shipment. The Government shall witness the ATP testing. Procedures shall be developed to execute this test plan within ninety (90) days after contract award. A test inspection report shall follow within thirty (30) days after completion of the acceptance tests.

DI-NDTI-80566

Test Plan

DI-NDTI-8060,

Test Procedure

DI-NDTI-80809B

Test/Inspection Report

6.2 NAVAIR Flight Certification Testing Contractor Support

The contractor shall provide the necessary personnel, supplies and materials for technical and maintenance support for the NAVAIR flight certification testing. The contractor shall support NAVAIR flight certification testing by providing on-site maintenance, training, logistics and technical support, as required, for the period of the NAVAIR flight certification testing. NAVAIR

flight certification testing support requirements shall be tailored in accordance with NAVAIR flight certification test procedures. The contractor shall provide all required organizational, intermediate, and depot level support equipment and spare parts (as specified in 3.2) needed to maintain the Tier II Concept Demonstrator and ancillary equipment during the NAVAIR flight certification testing. The NAVAIR flight certification process should not exceed 90 days, excluding travel.

6.3 Limited Technical Assessment (LTA) Contractor Support

The contractor shall provide the necessary personnel, supplies and materials for technical and maintenance support for a Government-conducted LTA. The contractor shall support the LTA by providing on-site maintenance, training, logistics and technical support for the period of the LTA. LTA support requirements shall be tailored in accordance with the LTA Test Plan to be prepared by the Government. The contractor shall provide all required operator/crew-to-sustainment-level maintenance support equipment and spare parts (as specified in 3.2) needed to maintain the Tier II Concept Demonstrator and ancillary equipment during the LTA. The contractor shall analyze test data, conduct failure analysis and maintain a data tracking system throughout the LTA. The LTA duration will not exceed 21 days, excluding travel.

6.4 Extended User Assessment Contractor Support

The contractor shall provide technical and maintenance support for Government-conducted EUA by providing (contractor) in-house support. The contractor shall support the EUA by providing in-house maintenance, training, logistics and technical support for the period of the EUA. This technical support shall provide expertise and engineering needed to analyze test and tactical data from the EUA and conduct failure analysis of components not performing as per documented criteria. This EUA support shall include problem-solving support to supplement the help desk.

7.0 FIELD SERVICE REPRESENTATIVE

The Government may require technical contractor support and a Field Service Representative (FSR) to include repair/engineering services in support of the NAVAIR flight certification testing at a suitable Government installation, and the Government-conducted LTA in CONUS and EUA OCONUS (to include but not limited to hostile environments, such as Iraq, Afghanistan, and the Horn of Africa, and embarked on-board ships).

The contractor shall be cleared to at least a secret level. When notice is given, the availability of the FSR shall be seven (7) days a week for a length of period to be determined. The FSR shall be capable of providing the following services while on site:

- a. Troubleshooting and repair of the Tier II Concept Demonstrator;
- b. Replacement of Tier II Concept Demonstrator components;
- c. Incorporating hardware or software upgrades;

- d. Perform on-the-job instruction and training of USMC personnel (military and/or civilian); and
- e. Other Tier II Concept Demonstrator related services.

8.0 REPAIR SERVICES

When Government or USMC personnel cannot perform repairs, the contractor shall provide repair services for the duration of the contract to include exercised options. This repair may be in the field or at the contractor's facilities subject to MCWL concurrence. The contractor shall provide spare parts as needed for operation of the Tier II Concept Demonstrator for the duration of this contract to include any exercised options within fourteen (14) days upon receipt of request from the Government IAW section 11.0.

9.0 HELP DESK

Help Desk (i.e. technical support) services are required. The contractor shall establish and maintain a helpdesk (to include a toll-free telephone hotline and website) to assist USMC/Civilian DOD UAS operators/maintainers on the operation and maintenance of the Tier II Concept Demonstrator, as well as warranty issues, via telephone or e-mail during normal working hours (at the answering location). For after-hours calls, provisions shall be made for a caller to leave a message. Phone messages and e-mails shall be answered no later than the next business day. A log shall be maintained that documents all calls/e-mails to include at a minimum using unit, problem reported, and item resolution. The log shall be accessible to the Government via the Internet.

10.0 CONTRACTOR LOGISTICS SUPPORT

The contractor shall plan and maintain a Contractor Logistics Support (CLS) program, which shall govern the management of the CLS effort. The CLS effort shall be conducted as an integral part of the development and integration process to define the range and depth of required support, and address all applicable and related elements of logistics.

10.1 Contractor Logistics Support Process

The contractor shall have a documented CLS process that identifies how the CLS elements will be used to meet the logistics support requirements for the Tier II Concept Demonstrator. The CLS process shall also assign responsibilities, establish milestones for executing the CLS program. The contractor shall describe the process, involving both the Government and the contractor, which shall be employed in planning, developing and acquiring the logistics resources for test support and operational support at all specified maintenance levels. The CLS process shall ensure the Tier II Concept Demonstrator, when fielded, shall satisfy all supportability criteria. The contractor shall draft, review and update the Contractor Support Plan (CSP) to reflect changes emanating from

program changes, reviews and other actions affecting the logistics aspects of the program. The contractor's program/process shall be available for Government review, upon request.

10.2 Integrated Product Team

A Government/contractor Integrated Product Team (IPT) shall be established to monitor the status of the CLS program implementation. The IPT shall provide a means for coordinating logistics matters, schedules and SOW performance, ensuring adequacy and timeliness of action items, and assisting the Government CLS manager in discharging their responsibilities. The Government will appoint the chairperson of the IPT. Sub-teams or committees may be established as necessary to monitor such program elements as tests or demonstrations.

10.2.1 IPT Meetings. The IPT shall meet to review CLS program progress as required. The meetings shall be held at times and places mutually agreed to by the Government and contractor. At a minimum, the agenda shall provide for status reporting, analysis of problem areas, evaluation of schedules and proposed changes to the CLS program. Each open agenda item shall have a completion date, and the action officer responsible shall provide the status at subsequent meetings. IPT meetings shall normally be conducted in conjunction with IPRs.

DI-MISC-80508A Technical Report Study/Services (Contractor Support Plan)

11.0 MAINTENANCE PLANNING

The contractor shall conduct maintenance planning to define optimal maintenance activities that fully support the Tier II Concept Demonstrator maintenance concept. Additionally, the contractor shall create and assist in maintaining a maintenance database, which include date, time, reporting unit, response time, item, part number, failure and failure mode, and corrective action taken. The database shall be accessible to the Government via the Internet, controlled access. The maintenance concept for the Tier II Concept Demonstrator is defined below.

11.1 Operator/Crew-Level Maintenance

The intent of Operator/crew Level Maintenance is sustaining equipment in a mission capable status and is both preventive and corrective in nature. Operator/crew level maintenance includes expeditious assessment and maintenance conducted under battlefield conditions. Operator/crew level maintenance normally entails inventory, cleaning, inspecting, preserving, lubricating, adjusting and testing as well as replacing parts and components with common shop tools. Parts interchangeability between like components is critical to successful operator/crew level maintenance. Operator/crew-Level Maintenance shall be performed by the Tier II Concept Demonstrator trained operators/maintainers.

11.2 Sustainment Level Maintenance

The intent of Sustainment Level Maintenance is to sustain equipment throughout its life cycle by performing major repair, overhaul, or complete rebuild of parts, subassemblies, assemblies or principal end items to include manufacturing parts and conducting required modifications, testing, calibrating, and reclaiming. Marine Corps multi-commodity maintenance centers, other service depots, commercial industrial facilities, original equipment manufacturers or a combination thereof may perform sustainment level maintenance. Sustainment Level Maintenance also supports lower level maintenance by providing overflow maintenance services, and by performing on site maintenance services including technical assistance when required. Sustainment Level Maintenance is to be performed by the contractor. The Marine Corps may assume Sustainment Level Maintenance at the end of the contract performance of CLIN 0001.

12.0 SUPPORT EQUIPMENT

Support equipment is defined as tools, test equipment, automatic test equipment and Built-in test/built-in test equipment (BIT/BITE). The requirement for support equipment shall be satisfied by items currently in the Marine Corps inventory to the maximum extent practical. Special Purpose Support Equipment (SPSE) is defined as tools, and test equipment NOT currently in the Marine Corps inventory. If it has been determined that SPSE is required, the contractor shall develop a Support Equipment Recommendation Data (SERD) using MIL-PRF-49506 detailing the recommended test equipment and testing application. The contractor shall minimize the use of SPSE. If the contractor has determined that support equipment is not required, then an explanation is required on how and for how long the system is going to be maintained.

DI-ALSS-81530

Logistics Management Information (LMI) Summaries (SERD)

13.0 TECHNICAL MANUALS

13.1 Operator/Maintainer Manuals

The contractor shall provide an operator/maintainer manual, to include applicable commercial off-the-shelf manuals that shall contain all operation, troubleshooting and maintenance instructions in accordance with MIL-M-85337A. The manuals shall include a complete repair parts list (including exploded views of assemblies and subassemblies as required) and special tools lists. MIL-HDBK-1221 may be used as a guide for development of the operator/maintainer manual.

DI-MISC-80508A, Technical Report Study/Services (Operator/Maintainer Manuals)

DI-MISC-80508A, Technical Report Study/Services (Commercial Off-The-Shelf Manuals)

13.2 Copyright Release

The contractor shall identify copyrighted material, if any, and shall obtain the written approval of the copyright owner. The contractor shall furnish appropriate copyright release giving the

Government permission to reproduce and use copyrighted information. When the contractor uses a manual, which covers a vendor's component(s) or a portion thereof, and the vendor's manual contains copyrighted material, the contractor shall be responsible for obtaining a copyright release from the vendor and providing the copyright release to the Government. Contractors shall also gain copyright release approval from all subcontractors.

13.3 Change Pages/Modification Instructions

The contractor shall provide change pages/modification instructions to the manual as a result of Government furnished modifications (if any) and approved changes to the baseline system for incorporation into the manual. The Government requires notification of all changes and revisions to the manuals for the duration of CLIN 0001 and any additional funded task instructions. Notice of new models/equipment, when they are available, is also required for Government information. The contractor shall develop change pages/modification instructions in accordance with Technical Manual Contract Requirements.

DI-MISC-80508A, Technical Report Study/Services (Change Pages/Modification Instructions to Manuals)

13.4 Quality Assurance/Quality Control

Quality Assurance/Quality Control is the responsibility of the contractor. The contractor shall ensure that the equipment publications are fully edited, reviewed, and validated to ensure compliance with specifications and are technically accurate and useable by the target audience.

13.5 Validation and Verification

Validation and Verification shall be held for the operator's and maintenance manuals to verify operation/maintenance procedures, conformance to contract and usability in accordance with MIL-STD-85337A. Appropriate contractor personnel shall attend and assist at the Government's request. Upon completion of the verification effort, the contractor shall incorporate all verification changes and review comments.

13.6 Final Acceptance

Final acceptance shall be made by the Government to certify that all comments resulting from the verification and supplementation (if any) have been incorporated into the applicable final operator and maintenance manuals.

13.7 Video and Metadata Interface Specification

All video and metadata from the UA shall be available for recording and further dissemination. The definition of the data to be available is specified in the Performance Specification. The data shall be physically available at external ports of the Ground Control Station. The data format for the Video and Metadata shall be documented in an interface specification such that a third party

can, using the interface specification, develop an interface to accept the video archive, post-processing, and further dissemination.

DI-MISC-80508A, Technical Report Study/Services (Interface Specification, Concept Demonstrator Video and M

14.0 SPONSORSHIP

For required parts/equipment that cannot be obtained by the contractor for inco Tier II Concept Demonstrator due to that part/piece of equipment being a contro laser range finder/IR marker, the Government will provide sponsorship. Notifi sponsorship shall be identified prior to contract award.

15.0 PACKAGING, HANDLING, STORAGE, & TRANE (PHS&T)

15.1 General

The contractor shall be responsible for preservation and packaging (P&P) of the the terms of this statement of work. P&P for deliverables shall be in accord commercial practices of ASTM-D3951-98 or the pertinent level of MIL-STD-20 as applicable.

15.2 Development of Marking Requirements

Marking requirements for shipment and storage shall be developed in accordanc 129P. Bar coding is required.

15.3 Shipping

The contractor shall obtain all necessary licensing and permissions required to worldwide.

16.0 DELIVERABLES

The contractor shall deliver one (1) fully operational Tier II Concept Demonstrat with the contract to the Government for NAVAIR flight certification testing no la after contract award.

a. Required Documentation

1. Administrative Documentation:

- i. Program Management Plan
- ii. Monthly Reports

can, using the interface specification, develop an interface to accept the video and metadata for archive, post-processing, and further dissemination.

DI-MISC-80508A, Technical Report Study/Services (Interface Specification for Tier II
Concept Demonstrator Video and Metadata)

14.0 SPONSORSHIP

For required parts/equipment that cannot be obtained by the contractor for incorporation in to the Tier II Concept Demonstrator due to that part/piece of equipment being a controlled item, such as a laser range finder/IR marker, the Government will provide sponsorship. Notification for required sponsorship shall be identified prior to contract award.

15.0 PACKAGING, HANDLING, STORAGE, & TRANSPORTATION (PHS&T)

15.1 General

The contractor shall be responsible for preservation and packaging (P&P) of the deliverables under the terms of this statement of work. P&P for deliverables shall be in accordance with the best commercial practices of ASTM-D3951-98 or the pertinent level of MIL-STD-2073-1D, w/Notice 1 as applicable.

15.2 Development of Marking Requirements

Marking requirements for shipment and storage shall be developed in accordance with MIL-STD-129P. Bar coding is required.

15.3 Shipping

The contractor shall obtain all necessary licensing and permissions required to ship deliverables worldwide.

16.0 DELIVERABLES

The contractor shall deliver one (1) fully operational Tier II Concept Demonstrator in accordance with the contract to the Government for NAVAIR flight certification testing no later than 120 days after contract award.

a. Required Documentation

1. Administrative Documentation:

- i. Program Management Plan**
- ii. Monthly Reports**

- iii. Conference Agenda
- iv. Conference Minutes
- 2. NAVAIR Flight Certification Documentation
- 3. Training Documentation
 - i. Training Program Structure Document
 - ii. Course Conduct Information Package
- 4. Technical Manuals
 - i. Commercial-Off-The-Shelf Manual(s)
 - ii. Operator/Maintainer Manual(s)
 - iii. Change Pages/Modification Instructions to Manuals
- 5. Acceptance Test Procedures Documentation
 - i. Acceptance Test Plan
 - ii. Acceptance Test Procedures
 - iii. Acceptance Test/Inspection Report
- 6. Support and Logistics Documentation
 - i. Contractor Support Plan
 - ii. Support Equipment Recommendation Data
 - iii. Warranty Performance Report
 - iv. Engineering Change Proposals
 - v. Metadata and Video Interface Specification
- b. The contractor shall provide program management support services in accordance with the contract and each technical instruction.
- c. The contractor shall provide technical support services in accordance with the contract and technical instructions.
 - 1. Acceptance Testing
 - 2. Help Desk
 - 3. NAVAIR flight certification (CONUS)
 - 4. Limited Technical Assessment (CONUS)
 - 5. Extended User Assessment (OCONUS), limited to distance support.

- d. The contractor shall provide a Field Service Representative(s) (FSR) in accordance with the contract and technical engineering services.
 - 1. NAVAIR flight certification (CONUS)
 - 2. Limited Technical Assessment (CONUS)
 - 3. FSR OCONUS
- e. The contractor shall provide training services for up to fifteen (15) students in accordance with the contract for the Tier II Concept Demonstrator at one of the following locations:
 - 1. Yuma, AZ
 - 2. Twentynine Palms, CA
 - 3. Contractor facilities
- f. The contractor shall provide a warranty program in accordance with the contract for the Tier II Concept Demonstrator.
- g. The contractor shall provide a complete list of spare parts, to include ROM pricing and manufacturer, for the Tier II Concept Demonstrator.

DI-MISC-80508A Technical Report Study/Services (Listing, Pricing, Manufacturer of spare parts)

BUSINESS CLEARANCE MEMORANDUM

(ORIGINAL TO BE RETURNED TO ORIGINATING CONTRACTING OFFICE)

ACTIVITY: MARINE CORPS SYSTEMS COMMAND

Clearance No. 11,737

Contract No.: M67854-07-C-2012

Date: 16 October 2006

TYPE OF PROCUREMENT:

Sealed Bidding

Full and Open Competition

Negotiated under 10 USC 2304 (b) ()

Negotiated under 10 USC 2304 (c) ()

Negotiated Pursuant to the "Changes" Clause

TYPE OF CONTRACT(S):

Firm Fixed Price/Time and Materials

CLEARANCE TOTAL:

\$75,460,620.95

CLEARANCE:

A. Pre-Negotiation

Post-Negotiation

Letter Contract

B. Authority to Contract

Authority to Establish Final Price

Set Competitive Range

C. Competitive

Noncompetitive

FMS

CONTRACTOR(S):

NAME	ADDRESS	
MTC Technologies, Incorporated	4032 Linden Avenue Dayton, OH 45432	Tier II Unmanned Aircraft System (UAS) Concept Demonstrator

PROGRAM:

MCWL TECHNOLOGY DIVISION

DESCRIPTION OF SUPPLIES/SERVICES:

See Below Table

PRICING STRUCTURE:

(If CPAF indicate base and award fee)

sCLIN 0001AA Concept Demonstrator System (Base Item)	(b)(4)	
sCLIN 0001AC Support including Initial Spares (Base Item)		
Subtotal Basic Award:		
sCLIN 0001AB Concept Demonstrator System (Option)		
CLIN 0003 Engineering Services (Option)		
CLIN 0004 Concept Demonstrator Systems (Option)		
CLIN 0005 Air Vehicles (Option)		
CLIN 0006 Ground Control Stations (Option)		
CLIN 0007 Spare Parts Blocks (Option)		
CLIN 0008 Ancillary Equipment (Option)		
CLIN 0009 Lowest Replaceable Unit Components (Option)		
Subtotal Options:		
Total Contract Value		

DELIVERY OR PERIOD OF PERFORMANCE:

OCTOBER 2006 – SEPTEMBER 2010

CONTACT POINTS FOR THIS DOCUMENT:

Contract Specialist/Negotiator: V. Tolan

Technical: J. Kairys

COM: 703-432-4192

COM: 703-784-1337

FOR OFFICIAL USE ONLY

SOURCE SELECTION SENSITIVE – FAR 3.104 AND FAR 2.101

BUSINESS CLEARANCE MEMORANDUM

Contract: M67854-07-C-2012

(ADDITIONAL PAGES MAY BE ATTACHED TO SET FORTH FACTS)

CLEARANCE RECOMMENDATION:

Based on the information set forth herein, it is requested that approval be granted to award a firm fixed price contract for all CLINs except CLIN 0003 which is time and materials CLIN to MTC Technologies, Incorporated. This contract award is based on full and open competition using best value source selection. The total not to exceed contract value is \$75,460,620.95, which includes (b)(4) for the basic contract award and (b)(4) for the option contract items.

CLEARANCE:

Prepared by:

Valerie Tolan

Valerie Tolan
Contracting Officer
(Type Name and Title)

Date:

16 Oct 06

Com:

432-4192

SBT Lead
Concurrence:

Valerie Mosqueira

Valerie Mosqueira
Contracting Officer
(Type Name and Title)

16 Oct 06

432-4127

APPROVING OFFICIAL:

Unconditional Approval

Conditional Approval

Not Approved

Approved by:

William C. Randolph
William C. Randolph
Assistant Commander
Contracts
(Type Name and Title)

Date:

16 Oct 06

Com:

703.432.3947

BUSINESS CLEARANCE MEMORANDUM

Contract: M67854-07-C-2012

(ADDITIONAL PAGES MAY BE ATTACHED TO SET FORTH FACTS)

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CLEARANCE:

Prepared by:

Valerie Tolan
Valerie Tolan
Contracting Officer
(Type Name and Title)

Date:

16 Oct 06

Com:

432-4192

SBT Lead
Concurrence:

Valerie Mosqueira
Valerie Mosqueira
Contracting Officer
(Type Name and Title)

16 Oct 06

432-4127

APPROVING OFFICIAL:

Unconditional Approval

Conditional Approval

Not Approved

Approved by:

William C. Randolph
William C. Randolph
Assistant Commander
Contracts
(Type Name and Title)

Date:

18 Oct 06

Com:

703.432.3947

** Please ensure DFF for TMA div use is in the file.*

WCC

SECTION II

PRE-NEGOTIATION COMPLIANCES:

- (A) (1) Determination and Findings (D&F) to exclude a source is not applicable.
(2) D&F for the Public Interest circumstances permitting Other Than Full and Open Competition is not applicable.
(3) A justification for Other Than Full and Open Competition is not applicable as this procurement was conducted under full and open competition.
- (B) Marine Corps Systems Acquisition Management Plan is not applicable as this is a "one-time buy" in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 207.103(d)(ii).
- (C) Synopsis of this acquisition was released to the Federal Business Opportunities website on 21 December 2005.
- (D) Authority to Contract for Advisory and Assistance Services (Defense Federal Acquisition Regulation Supplement (DFARS) 237.272) is not applicable as this is a supply contract action.
- (E) Pre-award Disclosure Statement - Cost Accounting Practices and Certification was recently submitted to the cognizant Administrative Contracting Officer (ACO). The ACO has determined Disclosure Statements current, accurate, and complete on 10 October 2006.
- (F) The Contractor has an adequate Purchasing System as determined by the Contract Administration Office (CAO) on 5 October 2005. (Federal Acquisition Regulation (FAR) 44.305.)
- (G) The Contractor has an adequate Accounting System as determined by CAO/Defense Contract Audit Agency (DCAA) on 6 February 2006.
- (H) (1) The Contractor has not submitted cost or pricing data as this procurement is based on adequate price competition.
(2) Cost or pricing data for major subcontracts has not been submitted as this procurement is based on adequate price competition.
(3) Field pricing assistance was not requested as this procurement is based on adequate price competition.
- (I) Department of Defense (DoD) Directive 7640.2 does not apply to this procurement as it is a competitive fixed price. No audits were required. However, any negotiated changes required with audits will comply with this directive.

POST-NEGOTIATION COMPLIANCES:

- (A) Equal Employment Opportunity (EEO) compliance has not been requested or obtained because the prospective contractor is listed in Office of Federal Contract Compliance Programs' (OFCCP's) National Preaward Registry in accordance with FAR 22.805(a)(4).
- (B) An approved Make or Buy Plan is not applicable as one is only required for negotiated acquisitions requiring cost and pricing data.
- (C) Contractor is registered in Central Contractor Registration (CCR).
- (D) Contractor is not ineligible/debarred (on "List of Parties Excluded from Federal Procurement and Non-procurement Programs").
- (E) Determination of Non-Personal Services was not obtained since this is a systems acquisition.
- (F) The Prospective Contractor has been determined to be responsible within the meaning of FAR Subpart 9.2 and is financially stable. See Attachment (1).
- (G) Small Business Coordination Record Review was submitted to the Small Business Specialist on 11 May 2006.
- (H) Subcontract Plan Review has been completed and was submitted to the Small Business Specialist on 3 October 2006 and concurrence was received.
- (I) ADP/MCHS/NMCI waivers are not required for this procurement.
- (J) Award is being made on initial offers, therefore discussions are not required.
- (K) Level and Quality of Field Support Requested/Received: No field support was requested as this was a competitive procurement and no cost or pricing data was required.

SECTION III

A. REFERENCES/EXHIBITS/ATTACHMENTS

1. References:

- (a) Tier II Concept Demonstrator Request for Proposal (RFP) M67854-06-R-2012 dated 28 March 2006
- (b) Tier II Concept Demonstrator Source Selection Plan (SSP) dated 16 May 2006
- (c) MTC Technologies Tier II Concept Demonstrator Proposal dated 11 May 2006

2. Attachments:

- (1) Determination of Contractor Responsibility dated 13 October 2006
- (2) Source Selection Evaluation Board (SSEB) Technical Report dated 21 August 2006
- (3) Price Report dated 25 September 2006
- (4) SSEB Recommendation for Award dated 6 October 2006

B. PURPOSE: The purpose of this clearance is to obtain approval to award a fixed price contract solicited under reference (a) for the Tier II Concept Demonstrator to MTC Technologies with a base amount of (b)(4) and options items in the amount of (b)(4) totaling \$75,460,620.95. In accordance with the SSP and RFP, MTC Technologies represents the best value to the Government as detailed in Attachments (2) through (4).

C. AUTHORITY: This contract action is a competitive procurement using best value source selection in accordance with Federal Acquisition Regulation (FAR) 15.3.

D. BACKGROUND/SUPPLIES AND SERVICES: The Marine Corps Warfighting Laboratory (MCWL) submitted a requirement to the Marine Corps Systems Command (MCSC) for a Tier II Unmanned Aircraft System (UAS) Concept Demonstrator. The intended use of the Tier II Concept Demonstrator is to support development of the United States Marine Corps (USMC) Program of Record (POR) Tier II Unmanned Aircraft System (UAS), currently in development using the Joint Capabilities Integration and Development System (JCIDS) process. The Tier II Concept Demonstrator is planned to support requirements and concept of employment definition for the UAS POR. The system consists of a number of air vehicles, launch and recovery equipment, a ground control station, a remote video terminal, and spare parts to support extended use. Support is also required from the vendor during initial testing and long term Extended User Assessments (EUAs) in a hostile environment.

The procurement was synopsised in Federal Business Opportunities website 21 December 2005. Reference (a) was released to industry on 28 March 2006. Amendments 0001 and 0002 were subsequently released.

E. SOURCE SELECTION: The source selection procedures were established in accordance with FAR, Defense Federal Acquisition Regulation Supplement (DFARS), and Navy Marine Corps Acquisition Regulation Supplement (NMCARS). The source selection criteria were approved in the reference (b) Source Selection Plan (SSP) on 15 May 2006 by the Source Selection Authority (SSA), Ms. Valerie Mosqueira, Lead Contracting Officer. The source selection criteria stated that offers would be evaluated in the areas of Technical, Support and Maintainability, Management, Past Performance, and Price. Technical is significantly more important than Supportability and Maintainability, which is more important than Management which is more important than Past Performance. The sum of Technical, Supportability and Maintainability, Management, and Past Performance is more important than Price.

On 11 May 2006, six proposals were received from the following companies:

PRIME CONTRACTOR	SUBCONTRACTORS
(b)(4)	
MTC Technologies	Arcturus Optical Alchemy, Inc. Warhawks Enterprises MediaWare Inc.

1. **Technical Evaluations.** The technical proposals were evaluated by the Technical Evaluation Team (TET) in accordance with reference (b) and Section M of reference (a). Attachment (2) is the Technical Report. Below is a summary of the TET's findings. The TET evaluated four factors: Technical, Support and Maintainability, Management, and Past Performance. Upon completion of the evaluations, the ratings for all offerors in the factors of Support and Maintainability, Management, and Past Performance were considered acceptable with low risk. No significant strengths or weaknesses were found for any of the offerors for these three factors. As those three factors were rated equal, only the technical factor had

significant differences. Therefore, only the technical factor had an impact to the best value analysis. The technical factor consisted of two sub factors: (T1) Requirements and (T2) System Design. T1 was more important than T2 in accordance with Section M of the RFP.

a. (b)(4) provided the most highly rated, comprehensive technical solution. The UAS was the largest offered and presented the largest payload capacity. (b)(4) was rated **Outstanding with Low risk in T1 and Acceptable with Low risk for T2**. (b)(4) was Acceptable with Low risk in all other factors and subfactors.

b. MTC Technologies provided a complete systems solution with major components provided by subcontractors. The resultant product ranked high technically, exceeding key objective requirements. MTC was rated **Excellent with Low risk in T1 and Excellent with Low risk for T2**. MTC was Acceptable with Low risk in all other factors and subfactors.

c. (b)(4) provided a well matched system to the Tier II Concept Demonstrator requirements. The proposed solution exceeded several key requirements, and was rated **Excellent with Moderate risk in T1 and Excellent with Low risk for T2**. (b)(4) was Acceptable with Low risk in all other factors and subfactors.

d. (b)(4) provided a highly rated, comprehensive and capable technical solution. Offeror (b)(4) was rated **Excellent with Moderate risk in T1 and Excellent with Low risk for T2**. (b)(4) was Acceptable with Low risk in all other factors and subfactors.

e. (b)(4) provided a capable, comprehensive technical solution. (b)(4) was rated **Excellent with Moderate risk in T1 and Acceptable with Low risk for T2**. (b)(4) was Acceptable with Low risk in all other factors and subfactors.

f. (b)(4) provided a system that was not considered acceptable for the Tier II Concept Demonstrator. (b)(4) presented a capable product, however, each air vehicle endurance is listed at four hours which is significantly less than the minimum acceptable amount of eight hours. (b)(4) was rated **Unacceptable with High risk in T1 and Acceptable with Low risk for T2**. (b)(4) was Acceptable with Low risk in all other factors and subfactors. While (b)(4) offered a complete system, the TET noted 10 deficiencies in (b)(4) proposal for evaluation factor T1. Additionally, eight high risk areas were found by the TET.

g. (b)(4) proposed the system with the highest overall technical rating in factor T of Outstanding with low technical risk. MTC was the 2nd best technically rated proposal having an overall rating in factor T of Excellent with low risk. (b)(4) and (b)(4) both had factor T ratings of Excellent with moderate risk to include Excellent with Moderate risk in T1 and Excellent with Low Risk in T2. (b)(4) also had a rating in factor T of Excellent with moderate risk, to include Excellent with Moderate Risk in T1 and Acceptable with Low Risk in T2. (b)(4) was rated slightly lower than (b)(4) because of the lower "acceptable" rating in evaluation subfactor T2. (b)(4) was rated technically unacceptable in factor T.

2. Price Evaluations. The proposed prices were evaluated by the Price Team in accordance with reference (b) and Section M of reference (a). Attachment (3) is the complete Price Report which includes a description of the evaluated price, a summary of each offerors proposed price, an analysis of the terms and conditions, and other contracting issues such as performance based payments and data restrictions. The following table lists the evaluated prices for each of the offerors. The Price Team found the proposed prices to be fair and reasonable for performing the contract in accordance with their proposed technical approaches.

CLIN	MTC
0001AA	(b)(4)
0001AB	
0001AC	
0003	
0004	
0005	
0006	
0007	
0008	
0009	
Total:	

Note that the evaluated price of \$20,919,680.00 for the successful offeror, MTC Technologies is significantly lower than the clearance value of \$75,460,620.95. The evaluated price was based on the formula described in Section M of the solicitation, whereas the clearance value is the maximum value of the basic award and all options that may be exercised.

The successful offeror submitted a fully compliant proposal and took no exceptions to the terms and conditions and requested performance based payments.

3. Recommendation for Award. Attachment (4) is the SSEB Recommendation for Award to the SSA. It details the recommendation that award be made to MTC Technologies on initial offers without discussions. The basis of the best value determination is that **MTC Technologies had the second highest technical rating and the lowest cost.** (b)(4) obtained the highest technical rating, yet at (b)(4) percent price premium.