

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 64	
2. CONTRACT NO. M67854-09-D-3002		3. SOLICITATION NO. M67854-09-R-3002	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 16 Dec 2008	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY MARCORSYSCOM ATTN: CTQ3-CESS MARK SANDERSON 2200 LESTER STREET QUANTICO VA 22134-6050 CODE M67854			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		
TEL: 703-432-3271 FAX			TEL:		FAX		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 03:00 PM local time 27 Jan 2009
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	Net 30 Days			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR AEROFLEX WICHITA, INC. JEFF GILLUM 10200 WEST YORK STREET WICHITA KS 67215-8935 CODE 51190	FACILITY	51190	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JEFF GILLUM / VP/GM
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15B. TELEPHONE NO (Include area code) 316-522-4981	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$14,025,037.10	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) DCMC WICHITA 271 W. 3RD STREET NORTH SUITE 6000 WICHITA KS 67202-1212 CODE S1701A	25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-COWEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381 CODE HQ0339		
26. NAME OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 25-Aug-2009

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

CONTRACT MINIMUMS AND MAXIMUMSB.1 IDIQ CLINS

CLINS 0002 through 0013, are indefinite delivery/indefinite quantity (IDIQ) CLINS with firm-fixed unit prices. Contract performance for these CLINS will be authorized by delivery orders issued in accordance with the ordering clause of this contract (see Section I).

B.2 CONTRACT MINIMUM AND MAXIMUM

The contract minimum and maximum quantities for CLINS 0002 through 0006 are as follows:

CONTRACT GUARANTEED MINIMUM: 120 GRMATS units, to be ordered within 60 months of contract award.

CONTRACT MAXIMUM: 700 GRMATS units.

The contract minimum and maximum quantities for CLINS 0010 through 0013, if exercised, are as follows:

CONTRACT GUARANTEED MINIMUM PER CLIN FOR CLINS 0010 THROUGH 0013:
1 hour, to be ordered within 60 months of contract award.

CONTRACT MAXIMUM FOR CLINS 0010 through 0013: 800 hours.

B.3 DELIVERY ORDER MINIMUM AND MAXIMUMS FOR IDIQ CLINS

The following are the delivery order minimum and maximums. For option CLINS, the delivery order minimum and maximums will apply if the CLINS are exercised.

CLIN	ITEM	ORDER MINIMUM	ORDER MAXIMUM
CLIN 0002	GRMATS	1	300
CLIN 0003 (option)	GRMATS	1	300
CLIN 0004 (option)	GRMATS	1	300
CLIN 0005 (option)	GRMATS	1	300
CLIN 0006 (option)	GRMATS	1	300
CLIN 0007 (option)	Operator Training Course	1	2
CLIN 0008 (option)	Intermediate Maintenance Training Course	1	2
CLIN 0009 (option)	Programmer's Training Course	1	2
CLIN 0010 (option)	Engineering and Logistics Support	1	200
CLIN 0011 (option)	Engineering and Logistics Support	1	200
CLIN 0012 (option)	Engineering and Logistics Support	1	200
CLIN 0013 (option)	Engineering and Logistics Support	1	200

B.4 OTHER OPTION CLINS

CLINS 0014 through 0017 are optional travel CLINS. Because travel CLINS will be in accordance with the JTR, order minimum and maximums will not apply.

B.5. CDRL CLINS

CLINS 0018 through 0066 are CDRL CLINS and will be ordered in accordance with the DDI423.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GRMATS First Article FFP GRMATS First Article to be provided in accordance with the Statement of Work, Performance Specification, and Section F. To include a 24 month warranty in accordance with the Statement of Work. FOB: Destination	2	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	GRMATS FFP Ground Radio Maintenance Automatic Test Systems, overpacked with manual, to be provided in accordance with the Statement of Work, Performance Specification, and Section F. To include a 24 month warranty in accordance with the Statement of Work. Maximum Quantity 300. FOB: Destination	300	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0002	0002	1.00	49.00	(b) (4)
		50.00	149.00	(b) (4)
		150.00	300.00	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	GRMATS FFP Ground Radio Maintenance Automatic Test Systems, overpacked with manual, to be provided in accordance with the Statement of Work, Performance Specification, and Section F. To include a 24 month warranty in accordance with the Statement of Work. May be exercised on an ID/IQ basis within 24 months after contract award. Maximum Quantity 300 FOB: Destination	300	Each	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0003	0003	1.00	49.00	(b) (4)
		50.00	149.00	
		150.00	300.00	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	GRMATS FFP Ground Radio Maintenance Automatic Test Systems, overpacked with manual, to be provided in accordance with the Statement of Work, Performance Specification, and Section F. To include a 24 month warranty in accordance with the Statement of Work. May be exercised on an ID/IQ basis within 36 months after contract award. Maximum Quantity 300 FOB: Destination	300	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0004	0004	1.00	49.00	(b) (4)
		50.00	99.00	(b) (4)
		100.00	149.00	(b) (4)
		150.00	300.00	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	GRMATS FFP Ground Radio Maintenance Automatic Test Systems, overpacked with manual, to be provided in accordance with the Statement of Work, Performance Specification, and Section F. To include a 24 month warranty in accordance with the Statement of Work. May be exercised on an ID/IQ basis within 48 months after contract award. Maximum Quantity 300 FOB: Destination	300	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0005	1.00	49.00	(b) (4)
		50.00	99.00	(b) (4)
		100.00	149.00	(b) (4)
		150.00	300.00	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	GRMATS FFP Ground Radio Maintenance Automatic Test Systems, overpacked with manual, to be provided in accordance with the Statement of Work, Performance Specification, and Section F. To include a 24 month warranty in accordance with the Statement of Work. May be exercised on an ID/IQ basis within 60 months after contract award. Maximum Quantity 300 FOB: Destination	300	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0006	0006	1.00	49.00	(b) (4)
		50.00	99.00	(b) (4)
		100.00	149.00	(b) (4)
		150.00	300.00	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Operator Training Course FFP Operator Training Course to be provided in accordance with the Statement of Work. May be exercised within 24 months of date of award. FOB: Destination	2	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Intermediate Maintenance Training Course FFP Intermediate Maintenance Training Course to be provided in accordance with the Statement of Work. May be exercised within 24 months of date of award. FOB: Destination	2	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Programmer's Training Course FFP Programmer's Training Course to be provided in accordance with the Statement of Work. May be exercised within 24 months of date of award. FOB: Destination	2	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Engineering and Logistics Support FFP Engineering and Logistics Support. May be exercised within 24 months of date of award. FOB: Destination	200	Hours	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Engineering and Logistics Support FFP Engineering and Logistics Support. May be exercised within 36 months of date of award. FOB: Destination	200	Hours	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	Engineering and Logistics Support FFP Engineering and Logistics Support. May be exercised within 48 months of date of award. FOB: Destination	200	Hours	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	Engineering and Logistics Support FFP Engineering and Logistics Support. May be exercised within 60 months of date of award. FOB: Destination	200	Hours	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	Engineering and Logistics Support Travel FFP Engineering and Logistics Support Travel in accordance with the JTR. May be exercised within 24 months of date of award. FOB: Destination	1	Lot	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	Engineering and Logistics Support Travel FFP Engineering and Logistics Support Travel in accordance with the JTR. May be exercised within 36 months of date of award. FOB: Destination	1	Lot	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016 OPTION	Engineering and Logistics Support Travel FFP Engineering and Logistics Support Travel in accordance with the JTR. May be exercised within 48 months of date of award. FOB: Destination	1	Lot	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017 OPTION	Engineering and Logistics Support Travel FFP Engineering and Logistics Support Travel in accordance with the JTR. May be exercised within 60 months of date of award. FOB: Destination	1	Lot	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	CDRL A001-A003 FFP CDRL A001-A003 Administrative Data, in accordance with SOW paragraphs 3.1.1; 3.2.1; 3.2.2.2. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	CDRL B001 FFP CDRL B001 Failure Summary and Analysis Report, in accordance with SOW paragraphs 3.3.1; 3.9.4.1. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	CDRL B002 FFP CDRL B002 Technical Report - Study/Services, Maintainability Task List, in accordance with SOW paragraph 3.3.4.i. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	CDRL B003 FFP CDRL B003 Technical Report - Study/Services, Maintainability Task Analysis, in accordance with SOW paragraph 3.3.4.2. FOB: Destination	1	Lot	(b) (4)	(4)
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	CDRL C001 SAR FFP CDRL C001 Safety Assessment Report, in accordance with SOW paragraph 3.5.1.2. FOB: Destination	1	Lot	(b) (4)	(4)
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	CDRL D001 ECP FFP CDRL D001 Engineering Change Proposal, in accordance with SOW paragraph 3.6.1. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	CDRL D002 RFD FFP CDRL D002 Request for Deviation, in accordance with SOW paragraph 3.6.1. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	CDRL D003 FFP CDRL D003 Configuration Status Accounting Information, in accordance with SOW paragraph 3.6.2. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	CDRL D004 FFP CDRL D004 Product Drawings/Models and Associated Lists, in accordance with SOW paragraph 3.7. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	CDRL D005 FFP CDRL D005 Technical Report Study/Services, IUID Data Plate Lot Sample Testing, in accordance with SOW paragraph 3.8.1. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	CDRL E001 FFP CDRL E001 Test Plan, First Article Test (FAT), in accordance with SOW paragraph 3.9.1. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	CDRL E002 FFP CDRL E002 Test Plan, Production Acceptance Testing (PAT). FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	CDRL E003 FFP CDRL E003 Test Procedure, First Article Test, in accordance with SOW paragraph 3.9.4. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	CDRL E004 FFP CDRL E004 Test/Inspection Report, First Article Test, in accordance with SOW paragraph 3.9.4. FOB: Destination	1	Lot	(b)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	CDRL E005 FFP CDRL E005 Test Procedure, Production Acceptance Test, in accordance with SOW paragraph 3.9.5. FOB: Destination	1	Lot	(b)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	CDRL E006 FFP CDRL E006 Test/Inspection Report, Production Acceptance Test, in accordance with SOW paragraph 3.9.5. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	CDRL F001 FFP CDRL F001 Technical Report - Study/Services, Information Assurance Controls, in accordance with SOW paragraphs 3.10.1.1. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	CDRL G001 FFP CDRL G001 Logistics Management Information (LMI) Data Product, Spares Acquisition Integrated with Production (SAIP), in accordance with SOW paragraphs 3.2.2.1; 3.11.2. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	CDRL G002 FFP CDRL G002 Logistics Management Information (LMI) Data Product, Provisioning Parts List (PPL), in accordance with SOW paragraphs 3.2.2.1; 3.11.3. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	CDRL G003 FFP CDRL G003 Logistics Management Information (LMI) Data Product, Provisioning Parts List Index (PPLI), in accordance with SOW paragraphs 3.2.2.1; 3.11.4. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	CDRL G004 FFP CDRL G004 Logistics Management Information (LMI) Data Product, Engineering Data for Provisioning, in accordance with SOW paragraphs 3.2.2.1; 3.11.5. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	CDRL G005 FFP CDRL G005 Logistics Management Information (LMI) Data Product, Provisioning and Other Preprocurement Screening, in accordance with SOW paragraphs 3.2.2.1; 3.11.6. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	CDRL G006 FFP CDRL G006 Logistics Management Information (LMI) Data Product Items Logistics Data Record (ILDR), in accordance with SOW paragraphs 3.2.2.1; 3.11.7. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	CDRL G007 FFP CDRL G007 Logistics Management Information (LMI) Data Product, Design Change Notice, in accordance with SOW paragraphs 3.2.2.1; 3.11.9. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	CDRL H001 FFP CDRL H001 Warranty Performance Reports in accordance with SOW paragraph 3.12. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	CDRL J001 FFP CDRL J001 Commercial-Off-The-Shelf (COTS) Manual and Associated Supplemental Data in accordance with SOW paragraph 3.13.1. FOB: Destination	1	Lot	(b) (4)	(b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	CDRL K001 Calibration System Description FFP CDRL K001 Calibration System Description (CSD) in accordance with SOW paragraph 3.14.2. FOB: Destination	1	Lot	(b) (4)	(b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	CDRL K002 FFP CDRL K002 Maintenance, Test and Support Equipment Requirements List, in accordance with SOW paragraph 3.14.3. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	CDRL K003 FFP CDRL K003 Logistics Management Information (LMI) Summaries, Support Equipment Recommendation Data, in accordance with SOW paragraph 3.14.3. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	CDRL K004 FFP CDRL K004 Calibration and Measurement Requirements Summary (CMRS) in accordance with SOW paragraph 3.14.4. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	CDRL K005 FFP CDRL K005 Special Inspection Equipment Calibration Procedures, in accordance with SOW paragraph 3.14.5. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	CDRL L001 FFP CDRL L001 Training Conduct Support Document, Operator Training Course, in accordance with SOW paragraph 3.15.1. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	CDRL L002 FFP CDRL L002 Training Conduct Support Document, Intermediate Maintenance Training Course, in accordance with SOW paragraph 3.15.2. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	CDRL L003 FFP CDRL L003 Training Conduct Support Document, Programmer's Training Course, in accordance with SOW paragraph 3.15.3. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	CDRL L004 FFP CDRL L004 Instructional Performance Requirements Document, Testing, I&KP, and Net, in accordance with SOW paragraph 3.15.4.1. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	CDRL L005 FFP CDRL L005 Course Conduct Information Package, Testing, I&KP, and Net, in accordance with SOW paragraph 3.15.4.2. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	CDRL L006 FFP CDRL L006 Training Conduct Support Document, Testing, I&KP, and Net, in accordance with SOW paragraph 3.15.4.3. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	CDRL L007 FFP CDRL L007 Test Package, Testing, I&KP, and Net, in accordance with SOW paragraph 3.15.4.4. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056	CDRL M001 FFP CDRL M001 Instructional Performance Requirements Document, Computer Based Training, in accordance with SOW paragraph 3.15.5.1. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	CDRL N001 FFP CDRL N001 Software Transition Plan (STrP) in accordance with SOW paragraph 3.16.4. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	CDRL N002 FFP CDRL N002 Software Test Plan (STP) in accordance with SOW paragraph 3.16.5. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	CDRL N003 FFP CDRL N003 Software Test Description (STD) in accordance with SOW paragraph 3.16.6. FOB: Destination	1	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	CDRL N004 FFP CDRL N004 Software Test Report (STR) in accordance with SOW paragraph 3.16.7. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	CDRL N005 FFP CDRL N005 Software Product Specification (SPS) in accordance with SOW paragraph 3.16.8. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	CDRL N006 FFP CDRL N006 Software Version Description (SVD) in accordance with SOW paragraph 3.16.9. FOB: Destination	1	Lot	(b) (4)	(4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	CDRL N007 FFP CDRL N007 Software User Manual (SUM) in accordance with SOW paragraph 3.16.10. FOB: Destination	1	Lot	(b)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	CDRL N008 FFP CDRL N008 Firmware Support Manual (FSM) in accordance with SOW paragraph 3.16.11. FOB: Destination	1	Lot	(b)	(4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0065	CDRL N009 FFP CDRL N009 System/Subsystem Design Description (SSDD) in accordance with SOW paragraph 3.16.12. FOB: Destination	1	Lot	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	CDRL N010 FFP CDRL N010 Software Input/Output Manual (SIOM) in accordance with SOW paragraph 3.16.13. FOB: Destination	1	Lot	(b) (4)	(b) (4)
				NET AMT	(b) (4)

Section C - Descriptions and Specifications

STATEMENT OF WORK

See Attachment 1, Statement of Work; Attachment 3, Performance Specification; and Attachment 3, Contract Data Requirements List Package.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
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0045	Destination	Government	Destination	Government
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0061	Destination	Government	Destination	Government
0062	Destination	Government	Destination	Government
0063	Destination	Government	Destination	Government
0064	Destination	Government	Destination	Government
0065	Destination	Government	Destination	Government
0066	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLIN DELIVERY INFORMATION

F.1 DELIVERY DESTINATIONS AND TIME OF DELIVERY

CLIN	DESCRIPTION	QUANTITY	DELIVERY LOCATION	DELIVER FOB DESTINATION
BY:				
0001	GRMATS First Article Test Report issuance of delivery order			240 days after
0002	GRMATS Production Units production quantity units shall	Per Delivery Order	Commanding Officer (M98886) Marine Corps Logistic Base TMDE Dept Code 886 814 Radford Blvd, STE 20325 Albany, Ga. 31704-0325 article test.	The initial of 25 GRMATS be delivered no later than 60 days after approval of first thereafter, must support up within 30 days is complete.
0003	GRMATS Production Units must support Option GRMATS units	Per Delivery Order	Commanding Officer (M98886) Marine Corps Logistic Base TMDE Dept Code 886 until delivery 814 Radford Blvd, STE 20325 Albany, Ga. 31704-0325	Production rate up to 25 within 30 days, order is complete.
0004	GRMATS Production Units must support Option GRMATS units	Per Delivery Order	Commanding Officer (M98886) Marine Corps Logistic Base TMDE Dept Code 886 until delivery 814 Radford Blvd, STE 20325 Albany, Ga. 31704-0325	Production rate up to 25 within 30 days, order is complete.
0005	GRMATS Production Units must support	Per Delivery	Commanding Officer (M98886)	Production rate

Option GRMATS units	Order	Marine Corps Logistic Base	up to 25
		TMDE Dept Code 886	within 30 days,
		until delivery	order is
		814 Radford Blvd, STE 20325	
		complete.	
		Albany, Ga. 31704-0325	
0006 GRMATS Production Units must support	Per Delivery	Commanding Officer (M98886)	Production rate
Option GRMATS units	Order	Marine Corps Logistic Base	up to 25
		TMDE Dept Code 886	within 30 days,
		until delivery	order is complete.
		814 Radford Blvd, STE 20325	
		Albany, Ga. 31704-0325	
0007 Operator Training Course	Per Delivery	Contractor's Facility	Per Delivery
Order	Order		
Option			
0008 Inermediate Maintenance	Per Delivery	Contractor's Facility	Per Delivery
Order	Order		
Option Training Course			
0009 Programmer's Training	Per Delivery	Contractor's Facility	Per Delivery
Order	Order		
Option Course			
0010 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support	Order	Order	Order
0011 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support	Order	Order	Order
0012 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support	Order	Order	Order
0013 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support	Order	Order	Order
0014 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support Travel	Order	Order	Order
0015 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support Travel	Order	Order	Order
0016 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support Travel	Order	Order	Order
0017 Engineering and Logistics	Per Delivery	Per Delivery	Per Delivery
Option Support Travel	Order	Order	Order

0018	A001-A003 Contractor's Progress, Status and Management Report; Conference Agenda; Conference Minutes	1 LOT	IAW CDRL	IAW CDRL
0019	B001 Failure Summary and Analysis Report	1 LOT	IAW CDRL	IAW CDRL
0020	B002 Technical Report – Study/Services – Maintainability Task List	1 LOT	IAW CDRL	IAW CDRL
0021	B003 Technical Report – Study/Services – Maintainability Task Analysis	1 LOT	IAW CDRL	IAW CDRL
0022	C001 Safety Assessment Report	1 LOT	IAW CDRL	IAW CDRL
0023	D001 Engineering Change Proposal	1 LOT	IAW CDRL	IAW CDRL
0024	D002 Request for Deviation (RFD)	1 LOT	IAW CDRL	IAW CDRL
0025	D003 Configuration Status Accounting Information	1 LOT	IAW CDRL	IAW CDRL
0026	D004 Product Drawings/Models and Associated Lists	1 LOT	IAW CDRL	IAW CDRL
0027	D005 Technical Report Study/Services, IUID Data Plate Lot Sample Testing	1 LOT	IAW CDRL	IAW CDRL
0028	E001 Test Plan, First Article Test (FAT)	1 LOT	IAW CDRL	IAW CDRL
0029	E002 Test Plan, Production Acceptance Testing (PAT)	1 LOT	IAW CDRL	IAW CDRL
0030	E003 Test Procedure, First Article Test	1 LOT	IAW CDRL	IAW CDRL
0031	E004 Test/Inspection Report, First Article Test	1 LOT	IAW CDRL	IAW CDRL
0032	E005 Test Procedure,	1 LOT	IAW CDRL	IAW CDRL

Production Acceptance Test				
0033	E006 Test/Inspection Report, Production Acceptance Test	1 LOT	IAW CDRL	IAW CDRL
0034	F001 Technial Report – Study/Services, Information Assurance Controls	1 LOT	IAW CDRL	IAW CDRL
0035	G001 Logistics Management Iformation (LMI) Data Product, Spares Acquisition Itegrated with Production (SAIP)	1 LOT	IAW CDRL	IAW CDRL
0036	G002 Logistics Management Information (LMI) Data Product, Provisioning Parts List (PPL)	1 LOT	IAW CDRL	IAW CDRL
0037	G003 Logistics Management Information (LMI) Data Product, Provisioning Parts List Index (PPLI)	1 LOT	IAW CDRL	IAW CDRL
0038	G004 Logistics Management Information (LMI) Data Product, Engineering Data for Provisioning	1 LOT	IAW CDRL	IAW CDRL
0039	G005 Logistics Management Information (LMI) Data Product, Provisioning and Other Preprocurement Screening	1 LOT	IAW CDRL	IAW CDRL
0040	G006 Logistics Management Information (LMI) Data Product, Items Logistics Data Record (ILDR)	1 LOT	IAW CDRL	IAW CDRL
0041	G007 Logistics Management Information (LMI) Data Product, Design Change Notice	1 LOT	IAW CDRL	IAW CDRL
0042	H001 Warranty Performance Reports	1 LOT	IAW CDRL	IAW CDRL
0043	J001 Commercial-Off-The-Shelf (COTS) Manual and Associated Supplemental Data	1 LOT	IAW CDRL	IAW CDRL
0044	K001 Calibration System Description	1 LOT	IAW CDRL	IAW CDRL
0045	K002 Maintenance, Test and Support Equipment Requirements List	1 LOT	IAW CDRL	IAW CDRL

0046	K003 Logistics Management Information (LMI) Summaries, Support Equipment Recommendation Data	1 LOT	IAW CDRL	IAW CDRL
0047	K004 Calibration and Measurement Requirements Summary (CMRS)	1 LOT	IAW CDRL	IAW CDRL
0048	K005 Special Inspection Equipment Calibration Procedures	1 LOT	IAW CDRL	IAW CDRL
0049	L001 Training Conduct Support Document, Operator Training Course	1 LOT	IAW CDRL	IAW CDRL
0050	L002 Training Conduct Support Document, Intermediate Maintenance Training Course	1 LOT	IAW CDRL	IAW CDRL
0051	L003 Training Conduct Support Document, Programmer Training Course	1 LOT	IAW CDRL	IAW CDRL
0052	L004 Instructional Performance Requirements Document, Testing, I&KP, and Net	1 LOT	IAW CDRL	IAW CDRL
0053	L005 Course Conduct Information Package, Testing, I&KP, and Net	1 LOT	IAW CDRL	IAW CDRL
0054	L006 Training Conduct Support Document, Testing, I&KP, and Net	1 LOT	IAW CDRL	IAW CDRL
0055	L007 Test Package, Testing, I&KP, and Net	1 LOT	IAW CDRL	IAW CDRL
0056	M001 Instructional Performance Requirements Document, Computer Based Training	1 LOT	IAW CDRL	IAW CDRL
0057	N001 Software Transition Plan (STrP)	1 LOT	IAW CDRL	IAW CDRL
0058	N002 Software Test Plan (STP)	1 LOT	IAW CDRL	IAW CDRL
0059	N003 Software Test Description (STD)	1 LOT	IAW CDRL	IAW CDRL
0060	N004 Software Test Report (STR)	1 LOT	IAW CDRL	IAW CDRL

0061	N005 Software Product Specification (SPS)	1 LOT	IAW CDRL	IAW CDRL
0062	N006 Software Version Description (SVD)	1 LOT	IAW CDRL	IAW CDRL
0063	N007 Software User Manual (SUM)	1 LOT	IAW CDRL	IAW CDRL
0064	N008 Firmware Support Manual (FSM)	1 LOT	IAW CDRL	IAW CDRL
0065	N009 System/Subsystem Design Description (SSDD)	1 LOT	IAW CDRL	IAW CDRL
0066	N010 Software Input/Output Manual (SIOM)	1 LOT	IAW CDRL	IAW CDRL

F.2 TECHNICAL DATA AND INFORMATION

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Section J, Attachment 3 attached hereto, and the following:

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

PCO: Ms. Dorinne Rivoal

ACO: TBD via letter appointment after contract award.

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

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

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

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

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

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", 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 Capt Bradford and can be reached on 703-432-3237 or via email at thomas.bradford@usmc.mil.

The contractor is directed to use the combination 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.

Paying Office: DoDAAC HQ0339

DFAS-Columbus Center
DFAS-CO/West Entitlement Operations
PO BOX 182381
Columbus, OH 43218-2381

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)
PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)
WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

Data entry information in WAWF:
Payment Office DoDAAC: HQ0339
Issue By DoDAAC: M67854

Admin Office DoDAAC: S1701A
Ship To/Service Acceptor DoDAAC: M67854 Extension PG-16
Contract Number: M67854-09-D-3002

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 POC identified in Section A of the contract.

Section H - Special Contract Requirements

SPECIAL CONTRACTING REOTS

H-1 ENVIRONMENTAL CONTROLS

Notwithstanding that the contract may require the use of paints or coatings which do not meet state or district requirements for reduced volatile organic compounds (VOC's), the contractor must comply with all federal, state, and local regulatory requirements respecting air quality and emission limitations. It remains the contractor's responsibility to meet the requirements for reduced VOC's even where to do so will require the use of engineering controls or other special painting equipment.

H-2 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs)

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

H-3 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

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

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

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

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

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

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

H-4 KEY PERSONNEL

Key personnel are understood to be those individuals for whom resumes were submitted as required by the Statement of Work.

The contractor shall designate key personnel with qualifications as stated in sections L and M of the RFP solicitation. In addition, the contractor shall ensure availability of personnel with the said qualifications and skill sets throughout the duration of this contract. At a minimum, the key personnel shall include:

- Program Manager.
- Systems Engineer.
- Test Engineer.
- Configuration Management (CM) Manager.
- Quality Manager.
- Integrated Logistic Support (ILS)/Warranty Administration/Customer Relation Manager.

- Training Manager.
- Manufacturing Production Engineer/Manager

H-5 SUBSTITUTION OF KEY PERSONNEL

The Offeror agrees to assign to the contract those persons whose resumes were submitted with this proposal who are necessary to fill requirements of the contract. No substitutions shall be made except in accordance with this clause.

The Offeror agrees that during the first one-hundred and twenty (120) days of the contract performance period, no personnel substitutions shall be permitted unless such substitutions are necessitated by an individuals' sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer in writing, and provide the information required by the paragraphs below. All proposed substitutions shall be submitted in writing to the Contracting Officer. This written notification shall be submitted at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained), in advance of the proposed substitution to the Contracting Officer. The information shall be provided that is outlined in the paragraphs below.

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed by him to approve or disapprove the proposed substitution. The Contractor shall submit a request for each task order personnel substitution, including those substitutions where the resumes of proposed substitutes were originally submitted in the Contractor's proposal for Solicitation M67854-09-R-3002. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person being replaced. The Contracting Officer shall evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof.

Personnel assigned by the Contractor to perform services under task orders shall be acceptable to the Government in terms of personal and professional conduct. Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such staffing difficulties impair performance, the Contractor may be subject to termination for default. The Contractor further agrees to include the subject of this clause in any subcontract that he may award under the Contract. If a dispute arises the Contracting Officer shall have the final decision.

H-6 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Policy. For CLINs 0010 through 0013 only, the Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

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

H-7 ACCESS TO GOVERNMENT PROPERTY

The government shall furnish access to relevant government organizations, properties, and services to assist the contractor as required in each task order. Unless identified otherwise in each task order, the contractor shall provide all communications and office equipment, computers, and working areas for all personnel to accomplish tasks identified in this contract and each delivery order.

H-8 ACCESS TO GOVERNMENT FACILITIES AND WEBSITES

Performance under this contract requires access to Government facilities and websites. Upon contract award, contractors shall utilize the following URLs and websites to complete Common Access Card (CAC) Identification applications. Completed forms shall be printed, hand-carried to and signed in the presence of the Contracting Officer or designated Government representative. Two picture I.D.s are required for processing CAC I.D. applications.

<http://www.pasd.navy.mil/forms/old/dd1172-2.pdf>

H-9 INCORPORATION OF CONTRACTOR'S PROPOSAL

It is understood and agreed that the contractor shall, in meeting the requirements of this contract, perform the work in accordance with Contractor's proposal to Solicitation M67854-09-R-3002, as revised on 30 June 2009, and subsequently revised on 17 July 2009, provided however, that to the extent that any provisions of the articles of this contract are in conflict or inconsistent with any provisions of said proposal, the provisions of the terms and conditions of this contract shall take precedent and shall supercede the provisions of said proposal. Additionally, the terms and conditions agreed to and executed on 26 August 2009 are hereby incorporated into this contract and all subsequent delivery orders.

CLAUSES INCORPORATED BY FULL TEXT

252.211-7007 ITEM UNIQUE IDENTIFICATION OF GOVERNMENT PROPERTY (SEP 2007)

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbology Specification--Data Matrix.

Acquisition cost, for Government-furnished property in the possession of the Contractor (PIPC), means the amount identified in the contract, or in the absence of such identification, the fair market value. For property acquired or fabricated by the Contractor as Contractor-acquired PIPC, and subsequently transferred or delivered as Government-furnished PIPC, it is the original acquisition cost.

Concatenated unique item identifier means--

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property in the possession of the Contractor with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property, including property in the possession of the Contractor.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

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

Property in the possession of the Contractor (PIPC) means tangible personal property, to which the Government has title, that is in the stewardship or possession of, or is controlled by, the Contractor for the performance of a contract. PIPC consists of both tangible Government-furnished property and Contractor-acquired property and includes equipment and material.

Unique item identifier (UII) means a set of data elements marked on items that is globally unique and unambiguous.

Virtual UII means the data elements for an item that have been captured in the IUID Registry, but have not yet been physically marked on an item with a DoD compliant 2D data matrix symbol.

(b) Procedures for assigning and registering.

(1) The Contractor shall provide IUID data for the IUID Registry for all Government-furnished PIPC requiring DoD unique identification under this contract, including Government-furnished PIPC located at subcontractor and alternate locations.

(2) Unless the Government provides the UII, the Contractor shall establish a concatenated UII or a DoD recognized unique identification equivalent for--

(i) Government-furnished PIPC with a unit acquisition cost of \$5,000 or more; and

(ii) The following items of Government-furnished PIPC for which the unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line
item number (if applicable)
Item description

(3) Virtual UIIs may be assigned by the Contractor for existing Government-furnished PIPC requiring item unique identification, if the property can be accurately and uniquely identified using existing innate serialized identity until an event occurs requiring physical marking with the DoD compliant 2D data matrix.

(4) The Contractor shall assign and register a UII and the master item data for any subassembly, component, or part that does not have an existing UII when it is removed from a parent item and remains with the Contractor as a stand-alone item.

(5) Contractor-acquired PIPC is excluded from the IUID Registry. The Contractor shall report to the IUID Registry as Government-furnished PIPC any Contractor-acquired PIPC that--

(i) Is delivered to the Government; or

(ii) Is transferred by contract modification or other contract provision/requirement to another contract (including items that are transferred in place).

(6) If the initial transfer of Contractor-acquired PIPC is a delivery to DoD, the requirements of the Item Identification and Valuation clause of this contract (DFARS 252.211-7003) shall be applied when determining the requirement for item unique identification.

(7) The Contractor shall submit the UII and the master item data into the IUID Registry in accordance with the data submission procedures in the Item Unique Identification of Government Property Guidebook at <http://www.acq.osd.mil/dpap/UIID/guides.htm>.

(i) The following data is required for Government-furnished PIPC items received without a UII:

(A) UII type.

(B) Concatenated UII.

(C) Item description.

(D) Foreign currency code.

(E) Unit of measure.

(F) Acquisition cost.

(G) Mark information.

(1) Bagged or tagged code.

(2) Contents.

(3) Effective date.

(4) Added or removed flag.

(5) Marker code.

(6) Marker identifier.

(7) Medium code.

(8) Value.

(H) Custody information.

(1) Prime contractor identifier.

(2) Accountable contract number.

(3) Category code.

(4) Received date.

(5) Status code.

(ii) The following data is required only for Government-furnished PIPC items received without a UII for specific "UII types," as specified in the Item Unique Identification of Government Property Guidebook:

(A) Issuing agency code.

(B) Enterprise identifier.

(C) Original part number.

(D) Batch/lot number.

(E) Serial number.

(iii) The following data is optional for Government-furnished PIPC items received without a UII:

(A) Acquisition contract number.

(B) Contract line item number/subline item number/exhibit line item number.

(C) Commercial and Government Entity (CAGE) code or Data Universal Numbering System (DUNS) number in the acquisition contract.

(D) Current part number.

(E) Current part number effective date (required if current part number is provided).

(F) Acceptance location.

(G) Acceptance date.

(H) Ship-to code.

(I) Sent date.

(J) Manufacturer identifier.

(K) Manufacturer code (required if manufacturer identifier is provided).

(L) Parent UII (for embedded items).

(c) Procedures for updating. (1) The Contractor shall update the IUID Registry for changes in status, mark, custody, or disposition of Government-furnished PIPC under this contract, for PIPC-

(i) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(ii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iii) Disposed of; or

(iv) Transferred to a follow-on or other contract.

(2) The Contractor shall update the IUID Registry for changes to the mark information to add or remove other serialized identification marks and to update a virtual UII to a fully compliant UII when the 2D data matrix symbol is added to the item.

(3) The Contractor shall update the IUID Registry for any changes to the current part number or the current part number effective date.

(4) The Contractor shall update the IUID Registry for any changes to the parent item of a DoD serially managed embedded subassembly, component, or part.

(5) The Contractor shall update the IUID Registry for all Government-furnished PIPC under this contract, so that the IUID Registry reflects the same information that is recorded in the Contractor's property records for Government-furnished PIPC as transactions occur, or at least semi-annually by March 31 and September 30 of each year.

(d) Procedures for marking. (1) When an event occurs that requires the physical marking of the item with the 2D data matrix symbol, the Contractor shall use the previously assigned virtual UII as the permanent UII.

(2) The Contractor shall use MIL-STD-130M (or later version) when physically marking existing PIPC with the compliant 2D data matrix symbol. The Contractor that has possession of the PIPC shall use due diligence to maintain the integrity of the UII and shall replace a damaged, destroyed, or lost mark with a replacement mark that contains the same UII data elements, as necessary. The Contractor shall apply the required 2D data matrix symbol to an identification plate, band, tag, or label securely fastened to the item, or directly to the surface of the item to be compliant.

(3) When an item cannot be physically marked or tagged due to a lack of available space to mark identifying information or because marking or tagging would have a deleterious effect, the Contractor shall--

(i) Attach to the item a tag that has the identifying information marked on the tag;

(ii) Place the item in a supplemental bag or other package that encloses the item and has a tag attached to the bag or package that has the identifying information marked on the tag; or

(iii) Apply the identifying information to the unit pack in addition to, or in combination with, the identification marking information specified in MIL-STD-129. When combining marking requirements for a unit pack, the Contractor shall follow the manner, method, form, and format of MIL-STD-129 and shall fulfill the informational requirements of that standard.

(4) When the item has the tag removed or the item is removed from the bag to be installed as an embedded item in a parent item, the Contractor shall--

(i) Assign a UII or a virtual UII to the parent item if a UII does not already exist;

(ii) Mark the parent item with the DoD compliant 2D data matrix symbol, if feasible; and

(iii) Update the IUID Registry to indicate that the tagged or bagged UII item has become an embedded item within the parent item.

(5) In the event a previously tagged or bagged embedded item is subsequently removed from use, the Contractor shall tag or bag and mark the item again with the original UII.

(End of clause)

Section I - Contract Clauses

252.225-7014

PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION 2008-00002)

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

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium."

(2) "Specialty metal" means-

(i) Steel-

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of-

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984

52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-1	Approval of Contract	DEC 1989
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights In Data-Special Works	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7021	Trade Agreements	MAR 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

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52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

[Contracting Officer shall insert details]

(a) The Contractor shall test 2 unit(s) of Lot/Item **0001** as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 240 calendar days from the date of contract award to refer to **CDRL E004** marked "TEST/INSPECTION REPORT, FIRST ARTICLE TEST". Within refer to **CDRL E004** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

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

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

(1) Any order for a single item in excess of the **CLIN quantity**;

(2) Any order for a combination of items in excess of **the contract maximum for the CLINs cited in the order**.

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective

bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)

Definitions.

"Acceptance," as used in this clause, 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.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations. (1) The Contractor warrants that for **two years after delivery/acceptance by the Government** all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty 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.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the

contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

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

(c) Remedies available to the Government. (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price--

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within **45 calendar days after discovery of the defect**. The Contractor shall submit to the Contracting Officer a written recommendation within **10 calendar days** as to the corrective action required to remedy the breach. After the notice of breach, but not later than **30 calendar days** after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be **30 calendar days** from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, **for 30 calendar days** thereafter.

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

(End of clause)

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/vffara.htm>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS
ATTACHMENTS

1. Statement of Work for the Ground Radio Maintenance Automatic Test System (46 Pages)
2. Performance Specification for the Ground Radio Maintenance Automatic Test System (33 Pages)
3. Contract Data Requirements List Package (66 Pages):

- A001 Contractor's Progress, Status and Management Report
- A002 Conference Agenda
- A003 Conference Minutes
- B001 Failure Summary and Analysis Report
- B002 Technical Report – Study/Services – Maintainability Task List
- B003 Technical Report – Study/Services – Maintainability Task Analysis
- C001 Safety Assessment Report
- D001 Engineering Change Proposal
- D002 Request for Deviation (RFD)
- D003 Configuration Status Accounting Information
- D004 Product Drawings/Models and Associated Lists
- D005 Technical Report Study/Services, IUID Data Plate Lot Sample Testing
- E001 Test Plan, First Article Test (FAT)
- E002 Test Plan, Production Acceptance Testing (PAT)
- E003 Test Procedure, First Article Test
- E004 Test/Inspection Report, First Article Test
- E005 Test Procedure, Production Acceptance Test
- E006 Test/Inspection Report, Production Acceptance Test
- F001 Technical Report – Study/Services, Information Assurance Controls
- G001 Logistics Management Information (LMI) Data Product, Spares Acquisition' Integrated with Production (SAIP)
- G002 Logistics Management Information (LMI) Data Product, Provisioning Parts List (PPL)
- G003 Logistics Management Information (LMI) Data Product, Provisioning Parts List Index (PPLI)
- G004 Logistics Management Information (LMI) Data Product, Engineering Data for Provisioning
- G005 Logistics Management Information (LMI) Data Product, Provisioning and Other Preprocurement Screening
- G006 Logistics Management Information (LMI) Data Product, Items Logistics Data Record (ILDR)
- G007 Logistics Management Information (LMI) Data Product, Design Change Notice
- H001 Warranty Performance Reports
- J001 Commercial-Off-The-Shelf (COTS) Manual and Associated Supplemental Data
- K001 Calibration System Description
- K002 Maintenance, Test and Support Equipment Requirements List
- K003 Logistics Management Information (LMI) Summaries, Support Equipment Recommendation Data
- K004 Calibration and Measurement Requirements Summary (CMRS)
- K005 Special Inspection Equipment Calibration Procedures
- L001 Training Conduct Support Document, Operator Training Course

- L002 Training Conduct Support Document, Intermediate Maintenance Training Course
- L003 Training Conduct Support Document, Programmer Training Course
- L004 Instructional Performance Requirements Document,
Testing, I&KP, and Net
- L005 Course Conduct Information Package, Testing, I&KP, and Net
- L006 Training Conduct Support Document, Testing, I&KP, and Net
- L007 Test Package, Testing, I&KP, and Net
- M001 Instructional Performance Requirements Document,
Computer Based Training
- N001 Software Transition Plan (STrP)
- N002 Software Test Plan (STP)
- N003 Software Test Description (STD)
- N004 Software Test Report (STR)
- N005 Software Product Specification (SPS)
- N006 Software Version Description (SVD)
- N007 Software User Manual (SUM)
- N008 Firmware Support Manual (FSM)
- N009 System/Subsystem Design Description (SSDD)
- N010 Software Input/Output Manual (SIOM)

4. Aeroflex Wichita, Inc. Small Business Subcontracting Plan (3 Pages)