

8/25/03
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ORIGINAL

THIS CONTRACT IS A RATED ORDER UNDER OPAS 115 CFR 3501

2. CONTRACT (Proc. Inst. Ident.) NO. N00039-93-C-0075
 3. EFFECTIVE DATE 12 JAN 1993
 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. N00039-90-PR-DA002

5. ISSUED BY
 CODE N00039
 Department of the Navy
 Space and Naval Warfare Systems Command
 Washington, D.C. 20363-5100

6. ADMINISTERED BY (If other than Item 5)
 CODE S1109A
 DCMAD Clearwater
 1100 Cleveland St., Suite 200
 Clearwater, FL 34615-4822

7. NAME AND ADDRESS OF CONTRACTOR (No. street city county, State and ZIP Code)
 Group Technologies Corporation
 10901 Malcolm McKinley Drive
 Tampa, FL 33612

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
 Not Applicable

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:
 ITEM# Block 12

11. SHIP TO/MARK FOR
 CODE 24384 FACILITY CODE
 See Section F of the Schedule

12. PAYMENT WILL BE MADE BY
 CODE S1102A
 DCMD South
 805 Walker St
 Marietta, GA 30060-2789

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(c)(1) 41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA
 See attached Financial Accounting Data Sheet

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See attached schedule		No. 4002		
CLASSIFIED BY NTISSI DECLASSIFY ON: OADR					
160. TOTAL AMOUNT OF CONTRACT \$ 7,197,531					

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PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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B		SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
C		DESCRIPTION/SPECS./WORK STATEMENT		J		LIST OF ATTACHMENTS	
D		PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
 Ellen K. Quackenbush
 Sr. Contract Representative

19B. NAME OF CONTRACTOR
 BY Ellen K. Quackenbush

19C. DATE SIGNED
 Jan. 12, 1993

20A. NAME OF CONTRACTING OFFICER
 BERNARD E. FORD
 CONTRACTING OFFICER
 SPACE AND NAVAL WARFARE SYSTEMS COMMAND

20B. UNITED STATES OF AMERICA
 BY Bernard E. Ford

20C. DATE SIGNED
 12 JAN 1993

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
(U) 0001	Fabricate, assemble and test First Article Units consisting of:			
(U) 0001AA	KG-40A including Serial Input/Output (I/O) board set (SERIAL)	8*	NSP*	NSP*
(U) 0001AB	KG-40A including Parallel I/O board set (PARALLEL)	8*	NSP*	NSP*
(U) 0001AC	MT-4416A (Serial Mount including external mating connectors)	8*	NSP*	NSP*
(U) 0001AD	MT-4417/S (Parallel Mount including external mating connectors)	8*	NSP*	NSP*
(U) 0001AE	KGX-40A (Remote Control Unit including external mating connectors)	16*	NSP*	NSP*
(U) 0002	KG-40A SERIAL consisting of:			
(U) 0002AA	KG-40A SERIAL (USN Requirement)	84 Ea	\$14,721	\$1,236,564
(C) 0002AB	KG-40A SERIAL (FMS Requirement) (FMS Case: JA-M-GEK)	23 Ea	\$14,721	\$ 338,583

* - See Provision H.11 - FIRST TEST ARTICLE REQUIREMENTS
NSP -- NSP Not Separately Priced; quantities and prices of Items 0001AA thru 0001AE included in Items 0002 thru 0006, respectively.

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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
(U) 0002AC	KG-40A SERIAL (SDAF Requirement)	50 Ea	\$14,721	\$736,050
(U) 0003	KG-40A PARALLEL consisting of:			
(C) 0003AA	KG-40A PARALLEL (FMS Requirement) (FMS Case: JA-M-GEK)	12 Ea	\$16,908	\$202,896
(U) 0003AB	KG-40A PARALLEL (SDAF Requirement)	50 Ea	\$16,908	\$845,400
(U) 0003AC	KG-40A PARALLEL (FMS Requirement) (FMS Case: TK-P-LGY)	16 Ea	\$16,908	\$270,528
(U) 0003AD	KG-40A PARALLEL (FMS Requirement) (FMS Case: UK-P-BOR)	29 Ea	\$16,908	\$490,332
(U) 0003AE	KG-40A PARALLEL (FMS) Requirement) (FMS Case: AT-P-BND)	6 Ea	\$16,908	\$101,448
(U) 0004	MT-4416/A Consisting of:			
(U) 0004AA	MT-4416/A (USN Requirement)	84 Ea	\$ 4,055	\$340,620
(C) 0004AB	MT-4416/A (FMS Requirement) (FMS Case: JA-M-GEK)	23 Ea	\$ 4,055	\$ 93,265
(U) 0004AC	MT-4416/A (SDAF Requirement)	45 Ea	\$ 4,055	\$182,475
(U) 0004AD	MT-4416/A	5 Ea	\$ 4,055	\$ 20,275
(U) 0005	MT-4417/S Consisting of:			

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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
(C) 0005AA	MT-4417/S (FMS Requirement) (FMS Case: JA-M-GEK)	12 Ea	\$5,267	\$ 63,204
(U) 0005AB	MT-4417/S (SDAF Requirement)	50 Ea	\$5,267	\$263,350
(U) 0005AC	MT-4417/S (FMS Requirement) (FMS Case: TK-P-LGY)	16 Ea	\$5,267	\$ 84,272
(U) 0005AD	MT-4417/S (FMS Requirement) (FMS Case: UK-P-BOR)	29 Ea	\$5,267	\$152,743
(U) 0005AE	MT-4417/S (FMS Requirement) (FMS Case: AT-P-BND)	6 Ea	\$5,267	\$ 31,602
(U) 0006	KGX-40A Consisting of:			
(U) 0006AA	KGX-40A (USN Requirement)	84 Ea	\$4,378	\$367,752
(C) 0006AB	KGX-40A (FMS Requirement) (FMS Case: JA-M-GEK)	35 Ea	\$4,378	\$153,230
(C) 0006AC	KGX-40A (SDAF Requirement)	100 Ea	\$4,378	\$437,800
(U) 0006AD	KGX-40A (FMS Requirement) (FMS Case: TK-P-LGY)	16 Ea	\$4,378	\$ 70,048
(U) 0006AE	KGX-40A (FMS Requirement) (FMS Case: UK-P-BOR)	29 Ea	\$4,378	\$126,962
(U) 0006AF	KGX-40A (FMS Requirement) (FMS Case: AT-P-BND)	6 Ea	\$4,378	\$ 26,268

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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
(U) 0007	RGQ-40A Serial Spare Parts Kit (SERIAL) (SDAF Requirement)	10 Ea	\$ 8,964	\$ 89,640
(U) 0008	RGQ-40A Parallel Spare Parts Kit (PARALLEL) Consisting of:			
(U) 0008AA	RGQ-40A PARALLEL (SDAF Requirement)	10 Ea	\$ 8,783	\$ 87,830
(U) 0008AB	RGQ-40A PARALLEL (FMS Requirement) (FMS Case: TK-P-LGY)	12 Ea	\$ 8,783	\$105,396
(U) 0008AC	RGQ-40A PARALLEL (FMS Requirement) (FMS Case: UK-P-BOR)	15 Ea	\$ 8,783	\$131,745
(U) 0008AD	RGQ-40A PARALLEL (FMS Requirement) (FMS Case: AT-P-BND)	3 Ea	\$ 8,783	\$ 26,349
(U) 0009	ST-31A Test Set Consisting of:			
(U) 0009AA	ST-31A Test Set (SDAF Requirement)	12 Ea	\$ 4,318	\$ 51,816
(U) 0009AB	ST-31A Test Set (FMS Requirement) (FMS Case: TK-P-LGY)	1 Ea	\$ 4,318	\$ 4,318
(U) 0009AC	ST-31A Test Set (FMS Requirement) (FMS Case: UK-P-BOR)	15 Ea	\$ 4,318	\$ 64,770
(U) 0010	Data Requirements (See Note A) (DD 1423 Exhibits "A" through "P")	1 Lot	NSP*	NSP*

NSP* - Not Separately Priced

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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
	<u>Group One Option Items</u>			
(U) 0011	KG-40A SERIAL	50 Ea	\$6,685	\$334,250
(U) 0012	KG-40A PARALLEL	100 Ea	\$7,762	\$776,000
(U) 0013	MT-44116/A	50 Ea	\$1,801	\$90,050
(U) 0014	MT-4417/S	100 Ea	\$2,569	\$256,900
(U) 0015	KGX-40A	150 Ea	\$1,898	\$284,700
(U) 0016	RGQ-40A SERIAL	25 Ea	\$5,797	\$144,925
(U) 0017	RGQ-40A PARALLEL	50 Ea	\$5,800	\$290,000
(U) 0018	ST-31A	73 Ea	\$1,728	\$126,144
	<u>Group Two Option Items</u>			
(U) 0019	Electronic Maintenance Repair Parts (SPCC Requirement) (See Not "B")	1 Lot	TBN**	TBN**
(U) 0020	KG-40A SERIAL	75 Ea	\$5,000	\$375,000
(U) 0021	KG-40A PARALLEL	125 Ea	\$5,748	\$718,500
(U) 0022	MT-4416/A	75 Ea	\$1,153	\$86,475
(U) 0023	MT-4417/S	125 Ea	\$1,582	\$197,750
(U) 0024	KGX-40A	200 Ea	\$1,272	\$254,400
(U) 0025	RGQ-40A SERIAL	25 Ea	\$4,070	\$101,750
(U) 0026	RGQ-40A PARALLEL	45 Ea	\$3,985	\$179,325
(U) 0027	ST-31A	50 Ea	\$1,056	\$52,800

TBN** - To Be Negotiated

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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
	<u>Group Three Option Items</u>			
(U) 0028	Electronic Maintenance Repair Parts (SPCC Requirement) (See Note B)	1 Lot	TBN**	TBN**
(U) 0029	KG-40A SERIAL	71 Ea	\$4,503	\$319,713
(U) 0030	KG-40A PARALLEL	112 Ea	\$5,171	\$579,152
(U) 0031	MT-4416/A	71 Ea	\$1,020	\$ 72,420
(U) 0032	MT-4417/S	112 Ea	\$1,392	\$155,904
(U) 0033	KGX-40A	183 Ea	\$1,132	\$207,156

CONTRACT PRICING SUMMARY

FIRM ITEMS

Firm Fixed Price Items 0001 Through 0010 \$7,197,531

OPTION ITEMS

Firm Fixed Price Items 0011 through 0018,
0020 through 0027,
and 0029 through 0033 \$5,603,514

To Be Negotiated Items 0019 and 0028 \$ TBN**

TOTAL CONTRACT AMOUNT \$12,801,045

TBN** - To Be Negotiated

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SECTION B

Group Three Option Items

NOTE "A": The contractor shall be responsible throughout the life of the contract for performing all data requirements which in Block 10 on the DD Form 1423, Exhibits "A" through "P", are designated as "ONE/R", "MONTHLY", "QUARTERLY", "AS REQUIRED", "R/AS REQUIRED" or any other designation which denotes a recurring requirement.

NOTE "B" Option Items 0019 and 002B may be exercised by the Commanding Officer, Naval Ship Parts Control Center, Mechanicsburg, PA, or his duly authorized representative.

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SECTION B

Group Three Option Items

NOTE "A": The contractor shall be responsible throughout the life of the contract for performing all data requirements which in Block 10 on the DD Form 1423, Exhibits "A" through "P", are designated as "ONE/R", "MONTHLY", "QUARTERLY", "AS REQUIRED", "R/AS REQUIRED" or any other designation which denotes a recurring requirement.

NOTE "B" Option Items 0019 and 0028 may be exercised by the Commanding Officer, Naval Ship Parts Control Center, Mechanicsburg, PA, or his duly authorized representative.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Items 0001 through 0009 and, if and to the extent the options are exercised, Option Items 0011 through 0018, 0020 through 0027 and 0029 through 0033 shall be in accordance with the following documents which are listed in descending orders of precedence to resolve any ambiguity or conflict which may arise under the contract:

(a) Specification Mil-G-0028828B (EC) dated 30 September 1989, see Attachment "B".

(b) Unclassified Statement of Work (SOW) dated 1 March 1990 with CONFIDENTIAL Appendices "A" and "B".

C.2 Item 0010 shall be in accordance with the Contract Data Requirements List (DD Form 1423), Exhibits "A" through "F".

C.3 Items 0019 and 0028, if and to the extent exercised, shall be in accordance with the provision entitled "OPTION FOR ELECTRONIC MAINTENANCE REPAIR PARTS" under SECTION H, MIL-STD-1552 and MIL-STD-1561.

EXCLUSION OF MERCURY

1. The supplies furnished under this contract shall contain no elemental mercury (the element Hg) or mercury compounds known to be chemically or thermally unstable in the environment in which the supplies furnished are to operate. During the manufacturing, testing, or inspection processes the supplies offered shall not have come in direct contact with the element Hg or any chemically or thermally unstable mercury compound; not with any mercury-containing devices which provide only a single barrier seal against breakage or spillage and release of the elemental mercury. Mercury contamination of the supplies will be cause for rejection of the material.

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SECTION C

2. If there is reasonable cause to suspect the supplies of being contaminated by mercury, the following test may be used to determine whether contamination by metallic mercury exists: Enclose the equipment in a polyethylene bag or closefitting air-tight container and place in an oven at 125 deg. F \pm 5 deg. F for one hour. Sample the trapped air and if mercury vapor concentration is 0.01 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with a mercury vapor detector such as a portable General Electric Vapor Detector (catalog number 8257557G-3), Beckman Instrument Model K-23, or other instruments that have equivalent range and capabilities. It should be noted that certain vapors such as benzene interfere with this type of mercury vapor detector and that the detector should never be zero adjusted to any suspect atmosphere. Caution must be exercised when testing for mercury contamination to preclude the contamination of the test chamber itself so that the test is conducted in a clean environment.

3. If the material furnished under this contract requires mercury or mercury compounds to perform its designed function, the Contractor shall obtain written approval from the Contracting Officer before proceeding with the manufacture. The request shall explain in detail the requirements for mercury, identifying specifically the parts which will contain mercury, and the protection afforded the mercury device to prevent damage and escape of the metal or its vapor. This request shall be forwarded to the Space and Naval Warfare Systems Command (SPAWAR) via the Government Inspector or the Government Representative. Upon receipt of approval the Contractor will provide a "warning plate" as prescribed in the approval document which will state that mercury is a functional part of the item, its name, and location of the part in the equipment.

4. If and to the extent that this contract calls for work to be performed by the Contractor on a submarine or in the nuclear plant of a surface ship, the Contractor, in connection with such work, shall not bring into or utilize in the submarine or nuclear plant of surface ship any equipment, instrument or other device containing metallic mercury or mercury compounds, unless such equipment, instrument or device has been approved by SPAWAR or its authorized representative for use in submarine and/or nuclear plants of surface ships.

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SECTION C

5. The Contractor is required to certify that:

- a. The supplies furnished under this contract contain no elemental mercury or chemically or thermally unstable mercury compounds;
- b. The Contractor has taken reasonable precautions to ensure that the supplies furnished under this contract are not contaminated with elemental mercury or chemically or thermally unstable mercury compounds.

6. The requirements of this clause shall be included in all subcontracts, purchase orders, or any other document used for procurement.

7. Technical questions pertaining to the requirements of this clause shall be referred to SPAWAR via the Government Inspector or Representative.

SECTION D - PACKAGING AND MARKING

PREPARATION FOR DELIVERY (JUN 92) (SPAWAR 5252.247-9200)

Supplies shall be prepared for delivery in accordance with MIL-E-17555(H) dated 15 November 84 as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>LEVEL OF PACKAGING</u>	<u>LEVEL OF PACKING</u>
0002-0009	ALL	A	A
0011-0018	ALL	A	A
0020-0027	ALL	A	A
0029-0033	ALL	A	A

The contractor shall mark all shipments under this contract in accordance with MIL-STD-129L, "Marking for Shipment and Storage", dated 15 October 1990.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 The following contract clauses are hereby incorporated by reference:

<u>FAR SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies - Fixed Price	JUL 85
52.246-16	Responsibility for Supplies	APR 84

E.2 Item 0001 shall be inspected by the cognizant administration office at the contractor's plant and accepted by the Procuring Contracting Officer in accordance with the clause entitled FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING in Section I.

E.3 Item 0010 shall be inspected and accepted in accordance with Contract Data Requirements List, DD Form 1423, Exhibits "A" through "P".

E.4 Items 0002 through 0009, 0011 through 0018 and 0020 through 0033 shall be inspected and accepted at the contractor's plant by the cognizant contract administration office.

INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 89)
(SPAWAR 5252.246-9203)

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD-1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD-1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD-1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

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SECTION E

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD-1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD-1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Item 0001 - The First Article units shall be delivered and approved in accordance with the clause entitled "First Article Approval - Contractor Testing," as set forth in SECTION I.

F.2 Item 0010 - Contract Data Requirements shall be in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits "A" through "P".

F.3 RESERVED

F-4 TIME AND PLACE OF DELIVERY - F.O.B. ORIGIN (SEP 89) (SPAWAR 5252.247-9204)

All supplies to be furnished hereunder shall be delivered free of expense to the government in accordance with instructions specified in the clause hereof entitled "F.O.B Origin" FAR 52.247-29, at or near the Contractor's plant at Tampa, Florida for shipment at government expense (normally on Government Bill of Lading), as follows:

<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
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*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

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SECTION F

<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
0002AA	TBD	10 Each	April 1995
		10 Each	May 1995
		10 Each	June 1995
		20 Each	July 1995
		20 Each	Aug. 1995
		14 Each	Sept 1995
0002AB	TBD	10 Each	Feb 1995
		13 Each	March 1995
0002AC	TBD	5 Each	Feb 1995
		10 Each	March 1995
		10 Each	April 1995
		10 Each	May 1995
		15 Each	June 1995
0003AA	TBD	6 Each	Feb 1995
		6 Each	March 1995
0003AB	TBD	5 Each	Feb 1995
		10 Each	March 1995
		10 Each	April 1995
		10 Each	May 1995
		15 Each	June 1995
0003AC	TBD	8 Each	April 1995
		8 Each	May 1995
0003AD	TBD	12 Each	April 1995
		12 Each	May 1995
		5 Each	June 1995
0003AE	TBD	6 Each	June 1995

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

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SECTION F

<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
0004AA	TBD	10 Each	April 1995
		10 Each	May 1995
		10 Each	June 1995
		20 Each	July 1995
		20 Each	Aug 1995
		14 Each	Sept 1995
0004AB	TBD	10 Each	Feb 1995
		13 Each	March 1995
0004AC	TBD	5 Each	Feb 1995
		10 Each	March 1995
		10 Each	April 1995
		10 Each	May 1995
		10 Each	June 1995
0004AD		5 Each	June 1995
0005AA	TBD	6 Each	June 1995
		6 Each	Feb 1995
0005AB	TBD	6 Each	March 1995
		5 Each	Feb 1995
		10 Each	March 1995
		10 Each	April 1995
		10 Each	May 1995
0005AC	TBD	15 Each	June 1995
		8 Each	April 1995
		8 Each	May 1995
0005AD	TBD	12 Each	April 1995
		12 Each	May 1995
		5 Each	June 1995
0005AE	TBD	6 Each	June 1995
0006AA	TBD	10 Each	April 1995
		10 Each	May 1995
		10 Each	June 1995
		20 Each	July 1995
		20 Each	Aug 1995
		14 Each	Sept 1995

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

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SECTION F

<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
0006AB	TBD	16 Each	Feb 1995
		19 Each	March 1995
0006AC	TBD	10 Each	Feb 1995
		20 Each	March 1995
		20 Each	April 1995
		20 Each	May 1995
		30 Each	June 1995
0006AD	TBD	8 Each	April 1995
		8 Each	May 1995
0006AE	TBD	12 Each	April 1995
		12 Each	May 1995
		5 Each	June 1995
0006AF	TBD	6 Each	June 1995
0007	TBD	2 Each	Feb 1995
		2 Each	March 1995
		2 Each	April 1995
		2 Each	May 1995
		2 Each	June 1995
0008AA	TBD	2 Each	Feb 1995
		2 Each	March 1995
		2 Each	April 1995
		2 Each	May 1995
		2 Each	June 1995
0008AB	TBD	6 Each	April 1995
		6 Each	May 1995

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

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SECTION F

<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
0008AC	TBD	5 Each	April 1995
		5 Each	May 1995
		5 Each	June 1995
0008AD	TBD	3 Each	June 1995
0009AA	TBD	2 Each	Feb 1995
		2 Each	March 1995
		2 Each	April 1995
		2 Each	May 1995
		4 Each	June 1995
0009AB	TBD	1 Each	April 1995
0009AC	TBD	5 Each	April 1995
		5 Each	May 1995
		5 Each	June 1995
0010	TBD	TBD	
OPTION**			
0011	TBD	10 Each	July 1995
		10 Each	Aug 1995
		15 Each	Sept 1995
		15 Each	Oct 1995
OPTION**			
0012	TBD	20 Each	July 1995
		20 Each	Aug 1995
		25 Each	Sept 1995
		35 Each	Oct 1995

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

**Option Items, if exercised

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<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
OPTION** 0013	TBD	10 Each 10 Each 15 Each 15 Each	July 1995 Aug 1995 Sept 1995 Oct 1995
OPTION** 0014	TBD	20 Each 20 Each 25 Each 35 Each	July 1995 Aug 1995 Sept 1995 Oct 1995
OPTION** 0015	TBD	30 Each 30 Each 40 Each 50 Each	July 1995 Aug 1995 Sept 1995 Oct 1995
OPTION** 0015	TBD	6 Each 6 Each 6 Each 6 Each 1 Each	July 1995 Aug 1995 Sept 1995 Oct 1995 Nov 1995

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

**Option Items, if exercised

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<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
OPTION** 0017	TBD	12 Each 12 Each 12 Each 12 Each 2 Each	July 1995 Aug 1995 Sept 1995 Oct 1995 Nov. 1995
OPTION** 0018	TBD	20 Each 20 Each 20 Each 13 Each	July 1995 Aug 1995 Sept 1995 Oct 1995
OPTION** 0019	TBD	TBD	
OPTION** 0020	TBD	15 Each 15 Each 15 Each 30 Each	Nov 1995 Dec 1995 Jan 1996 Feb 1996
OPTION** 0021	TBD	35 Each 35 Each 35 Each 20 Each	Nov 1995 Dec 1995 Jan 1996 Feb 1996
OPTION** 0022	TBD	15 Each 15 Each 15 Each 30 Each	Nov 1995 Dec 1995 Jan 1996 Feb 1996

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

**Option Items, if exercised

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<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
OPTION** 0023	TBD	35 Each 35 Each 35 Each 20 Each	Nov 1995 Dec 1995 Jan 1996 Feb 1996
OPTION** 0024	TBD	50 Each 50 Each 50 Each 50 Each	Nov 1995 Dec 1995 Jan 1996 Feb 1996
OPTION** 0025	TBD	6 Each 6 Each 6 Each 6 Each 1 Each	Nov 1996 Dec 1995 Jan 1996 Feb 1996 March 1996
OPTION** 0025	TBD	11 Each 11 Each 11 Each 11 Each 1 Each	Nov 1995 Dec 1995 Jan 1996 Feb 1996 Mar 1996
OPTION** 0027	TBD	12 Each 12 Each 12 Each 12 Each 2 Each	Nov 1995 Dec 1995 Jan 1996 Feb 1996 Mar 1996
OPTION** 0028	TBD	TBD	TBD

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

**Option Items, if exercised

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<u>Item</u>	<u>Destination*</u>	<u>Qty/Unit</u>	<u>Delivery Schedule</u>
OPTION** 0029	TBD	15 Each 15 Each 15 Each 26 Each	March 1996 April 1996 May 1996 June 1996
OPTION** 0030	TBD	35 Each 35 Each 35 Each 7 Each	March 1996 April 1996 May 1996 June 1996
OPTION** 0031	TBD	15 Each 15 Each 15 Each 26 Each	March 1996 April 1996 May 1996 June 1996
OPTION** 0032	TBD	35 Each 35 Each 35 Each 7 Each	March 1996 April 1996 May 1996 June 1996
OPTION** 0033	TBD	50 Each 50 Each 50 Each 33 Each	March 1996 April 1996 May 1996 June 1996

*The destinations for the above items to be specified at a later date should be requested from the Space and Naval Warfare Systems Command (SPAWAR PMW 151-22) by the cognizant contract administration office at least four weeks prior to the anticipated delivery dates.

**Option items, if exercised

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F.6 NOTICE: The following contract clauses are hereby incorporated by reference.

<u>FAR SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
52.212-9	Variation in Quantity*	APR 84
52.212-13	Stop-Work Order	AUG 89
52.212-15	Government Delay of Work	APR 84
52.247-29	F.O.B. Origin	JUN 88
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property	APR 84
52.247-61	F.O.B Origin -- Minimum Size of Shipments	APR 84

*Fill - in: 0

F.7 MILSTAMP INFORMATION (SEP 89) (SPAWAR 5252.247-9201)

When shipping material or arranging for the acquisition and shipment of supplies by the Contractor through the use of military controlled transport, or through military transshipment facilities, Military Standard Transportation and Movement Procedures (MILSTAMP), are required under this contract. The contract administration office DCMAO Clearwater, Florida is the contact point having cognizance of this contract to which the Contractor shall provide necessary information to effect MILSTAMP documentation and movement control including air or water terminal shipment clearances and to obtain data necessary for shipment marking and freight routing. The contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant contract administration office.

F.8 SHIPPING INSTRUCTIONS (JAN 89) (SPAWAR 5252.247-9202)

The following provisions will apply to shipping modifications issued under this contract. Each shipping modification will indicate which of the "NOTES" are applicable.

1. SHIPMENTS SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING PROVISIONS. SHIPMENT OF CLASSIFIED MATERIAL SHALL COMPLY WITH DOD INDUSTRIAL SECURITY MANUAL 5220.22.
2. In the event consignee(s) are within the Security Assistance Program (Foreign Military Sales, or Grant Aid), two (2) copies of DD Form 250 shall be sent to NAVY INTERNATIONAL LOGISTICS CONTROL OFFICE (NAVILCO), Philadelphia, Pa. and to this Command, Defense Security Assistance Office (Code 09FL).

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3. Mailing, shipping, billing, or consignment instructions shall be confirmed by the cognizant DCAS Transportation Office.
4. Request equipments/materials being procured on subject contract be shipped as indicated herein. Forward one copy of DD Form 250 to this Command, Code 151-22, when shipments have been made. FOR DOD ADMINISTRATIVE PURPOSES ONLY: Movement Priority Designator 13 is assigned, unless otherwise specified. MILSTAMP TP-III applies.
5. Request that weight, cube, number of containers, shipping sequences, mode of shipment (carrier), be entered on DD Form 250.
6. This modification does not amend any of the contractual provisions of the basic contract except as indicated herein.
7. All material for a single destination shall be consolidated to the maximum extent possible, and shipped on one Bill of Lading.

The following notes are applicable only when referenced in the "Ship To:" address block:

- NOTE
1. Contact Air Routing Authority or Fleet Locator for shipping address. (This applies to all ships in the active fleet and all Mobile Operating Units).
 2. This is a SAP requirement. Comply with paragraph 2 above.
 3. Delivery will be at Government expense. All transportation charges are payable by U.S. Government (Navy).
 4. Ship on a Commercial Collect Bill of Lading with all transportation charges payable by consignee representative (Freight Forwarder or Broker).
 5. Ship at U.S. Government expense to FAS (Free Along Side) of vessel in CONUS only.
 6. Ship at U.S. Government expense to overseas port of discharge only.

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7. Ship at U.S. Government expense to final destination.
8. Ship at U.S. Government expense to on-board consignee's vessel in U.S. port only.
9. Ship at U.S. Government expense. Annotate Bill of Lading or shipping document "All transportation charges reimbursable to the U.S. Government." Provide this Command, Code 003-22, a copy of shipping document showing all transportation charges.
10. If necessary to meet Required Delivery Date (RDD) ship via air freight only, military or commercial, as directed by NAVMTO, Norfolk, VA (AV 564-7831/COMM AC 804-444-7831). Advise NAVMTO that SPAWAR Code 003-22 will validate any air challenge. When invoked, the UMMIPS Priority, TP and RDD must be indicated.

F-9 SHIP IN PLACE (SEP 89) (SPAWAR 5252.246-9204)

Contractor agrees and understands that "Ship in Place" will be at no cost to the Government and this does not constitute acceptance for shipping purposes. The inspection and acceptance process commences on date shipment destination is provided from "Ship in Place" location. Warranty will begin once the item(s) are accepted.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 PURCHASING OFFICE POINT OF CONTACT (JUL 90) (SPAWAR 5252.242-9200)

The Purchasing Office Point of Contact for this procurement is:

Ms. Anne Lee
Department of the Navy
Space and Naval Warfare Systems Command, Code 0232D
Washington D.C. 20363-5100
Phone: (703) 602-6073

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SECTION G - CONTRACT ADMINISTRATION DATA

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 92) (NAPS
5252.232-9000)

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 3 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 of SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- | | |
|---------------|--|
| <u> X </u> | a separate invoice for each activity designated to receive the supplies or services. |
| <u> </u> | a consolidated invoice covering all shipments delivered under an individual order. |
| <u> </u> | either of the above. |
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

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INVOICING INSTRUCTIONS - CLASSIFIED INFORMATION IN CONTRACT (SEP 89) (SPAWAR 5252.232-9202)

In order to prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract N00039-93-C-0075, Item 0002, 100 ea. @ \$1.00 - \$100.00." The security classification shown on the contract shall not appear on the invoice.

ADDRESS TO WHICH PAYMENT IS TO BE MAILED (JAN 89) (SPAWAR 5252.232-9204)

Payment hereunder shall be mailed to the following address:

Group Technologies
98 Annex 431
Atlanta, GA 30398-0431

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 91) (SPAWAR 5252.215-9210)

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

H.2 NONDISCLOSURE OF COMSEC INFORMATION (JAN 89) (SPAWAR 5252.204-9200)

Public release of information: unclassified information relating to COMSEC and its uses shall be restricted in dissemination to contractor and Government personnel involved in the contract. Any proposed release of COMSEC information relating to this contract into the public domain will be forwarded to SPAWAR Code PMW 151-2 for review. The term "release" includes, but is not limited to: newspaper articles, company newsletters, contract announcements, advertisements, brochures, photographs, motion-picture films, technical papers, unclassified presentations at symposia, speeches, displays, etc., on any COMSEC phase related to this contract.

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H-3 OFFSHORE PROCUREMENT OF COMSEC EQUIPMENT (APR 85) (SPAWAR 5252.225-9206)

Due to the unique sensitivity of Communications Security and to maintain rigid control over the integrity of COMSEC equipment, no subcontracts or purchase orders which involve design, manufacture, production, assembly or test in a location not in the United States, (including Alaska and Hawaii), of equipment, assemblies, accessories or parts which are not covered by a specification or a standard listed in MIL-P-11268, MIL-E-16400, or MIL-E-5400 shall be made under this contract without prior specific approval of the Contracting Officer. The Contractor further agrees to include this clause in any and all subcontracts he may let pursuant to this contract for equipment, assemblies, accessories or parts.

H-4 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (JAN 89) (SPAWAR 5252.216-9208)

GIDEP PROGRAM

- a. The contractor shall provide and maintain procedures to enable his full participation in the Government-Industry Data Exchange Program (GIDEP) in accordance with MIL-STD 1556 (insert date of MIL-STD in effect on the date of the contract). Compliance with this clause shall not relieve the contractor from complying with any other provision of the contract.
- b. The contractor agrees to insert paragraph (a) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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H-5 OPTION EXERCISE PROCEDURE (NOV 91) (SPAWAR 5252.217-9209)

The Government has the right to exercise any of the Option CLINS for any quantity up to the maximum quantity listed in the schedule for that CLIN. The Government's determination of what quantity to exercise, if any, will be based on: 1) the contractor's current capability (to include risk assessment at various quantity levels), 2) the contractor's performance during the current performance year and 3) overall cost advantage to the Government. In the event that the option quantity selection for an upcoming year varies from the previous year, the Government will so notify the contractor of the intent to change quantities at least 90 days prior to the expiration of the option exercise period.

H-6 OPTION EXERCISE PROCEDURE

The Government may, at any time within the periods specified below, require the successful offeror (Contractor) to furnish all or any part of Item(s) 0011 through 0018 and 0019 through 0033 for delivery at the time(s) and place(s) and at the price(s) or estimated cost set forth herein. This option shall be exercised if at all, by written or telegraphic notice signed by the Contracting Officer and sent within the option period specified above.

<u>ITEM</u>	<u>PERIOD</u>
Group one CLINS 0011 through 0018	From contract award to 31 March 1993
Group two CLINS 0019 through 0027	From contract award to 31 March 1994
Group three	From contract award to 31 May 1995

H-7 OPTION FOR ELECTRONIC MAINTENANCE REPAIR PARTS (JAN 89)
(SPAWAR 5252.217-9203)

(a) The Government may require the Contractor to furnish for delivery at the times and places set forth in this contract the option item of Electronic Maintenance Repair Parts set forth in the schedule. If two or more option items are set forth in the schedule, any or all of such items may be required.

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(b) The document(s) exercising the option shall specify the quantity of items for which the option is exercised; or, if no such quantity is specified the option shall be deemed to have been exercised for the full quantity set forth in the schedule.

(c) To the extent that the Contractor is not required to specify repair part determinations on the Provisioning List for the contract end item, the Contractor may be required to furnish and deliver the kinds (item) and quantity of each kind (item) of repair parts selected and approved by the government to make up such option item(s).

(d) This option shall be exercised one time only by written or telegraphic document(s) signed by the Commanding Officer, Navy Ships Parts Control Center, Mechanicsburg, Pennsylvania, or his designee and sent within one year of the last delivery of item 33.

(e) Any exercise of this option with respect to an increment or partial submittal shall apply to that portion of each set, lot or other unit or the option item involved to which the increment or partial submittal is applicable. The exercise or failure to exercise this option with respect to any such increment or partial submittal shall not be deemed a waiver of the right to exercise or further exercise this option with respect to additional increments or partial submittals, provided that each document exercising this option is sent within the time provided therefor in this clause.

(f) (i) If the Contractor is not required to include repair part quantity determinations on the Provisioning List for the contract end item which the related option item is designed to support, the document(s) exercising this option will specify the kinds (items) and quantities of each kind (item) of repair parts to be furnished.

(ii) If the Contractor is required to include repair part quantity determination on the Provisioning List, the government may combine in the document(s) exercising this option:

(1) an acceptance or approval of the kinds (items) and quantities of each kind (item) of repair parts as computed or recommended by the Contractor and included on such Provisioning List, or,

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(2) a Change Order changing said kinds (items) and quantities, or,

(3) both, subject to subsequent change.

(g) An estimated price for the repair parts will be established by the Contracting Officer at the time of each exercise of the option. Firm prices will be established in accordance with the clause of this contract, entitled "Establishment of Fixed Prices for Repair Parts."

(h) For purposes of expediency the exhibit identifier shown in Section B for option item for Electronic Maintenance Repair Parts will be the identifier assigned to the exhibit when and if the option is exercised for Electronic Maintenance Repair Parts. This exhibit is not a part of the basic contract but will be incorporated by the modification exercising the option.

H-8 SUBCONTRACTING PLAN (NOV 91) (SPAWAR 5252.219-9201)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns is hereby approved and attached hereto as Attachment "G" and is made a part of this contract.

H-9 GOVERNMENT FURNISHED PROPERTY (JAN 89) (SPAWAR 5252.245-9201)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

GOVERNMENT PROPERTY: Upon Contractor's written request to the Procuring Contracting Officer via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
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SEE ATTACHMENTS "D"

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H.10 FIRST ARTICLE TEST REQUIREMENTS

The following quantities of equipments are the requirements for First Article Testing:

<u>SYSTEM NUMBER</u>	<u>DESCRIPTION</u>
1	KG-40A Serial System consisting of: KG-40A SERIAL MT-4416/A KGX-40A
2	KG-40A Serial System (Same as System No. 1)
3	KG-40A Serial System (Same as System No. 1)
4	KG-40A Serial System (Same as System No. 1)
5	KG-40A Serial System (Same as System No. 1)
6	KG-40A Serial System (Same as System No. 1)
7	KG-40A Serial System (Same as System No. 1)
8	KG-40A Serial System (Same as System No. 1)
9	KG-40A Parallel System consisting of: KG-40A PARALLEL MT-44176/S KGX-40A
10	KG-40A Parallel System (Same as System No. 9)
11	KG-40A Parallel System (Same as System No. 9)
12	KG-40A Parallel System (Same as System No. 9)
13	KG-40A Parallel System (Same as System No. 9)
14	KG-40A Parallel System (Same as System No. 9)
15	KG-40A Parallel System (Same as System No. 9)
16	KG-40A Parallel System (Same as System No. 9)

First Article Test Equipments (System Number 1 through 15) shall be subjected to the tests shown in the following table entitled "FIRST ARTICLE TEST MATRIX":

<u>FIRST ARTICLE TEST MATRIX</u>		
MIL-G-00288E8B (EC)		
<u>TEST SEQUENCE</u>	<u>TEST PARAGRAPH REFERENCE</u>	<u>SYSTEM NUMBERS TO BE TESTED</u>
Weight	4.10	3 and 14
Dimensions	4.10	4 and 11

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<u>TEST SEQUENCE</u>	<u>MIL-G-00288EBB (EC) TEST PARAGRAPH REFERENCE</u>	<u>SYSTEM NUMBERS TO BE TESTED</u>
Parts, Materials, and Processer	4.5	1 through 16
Safety	4.9	2 and 12
General Workmanship	4.13.1	1 through 16
Workmanship Screen	4.13.2	1 through 16
<u>SYSTEM NUMBER</u>	<u>DESCRIPTION</u>	
Performance:		
Randomizer Module	4.8.1.1	1 through 16
Randomizer Board	4.8.1.2	1 through 16
Serial System	4.8.1.3	1 through 8
Parallel System	4.8.1.4	9 through 16
Interchangeability	4.11	1 and 13
Reliability	4.6	6 through 11
Maintainability	4.7	16
Steady-State Voltage and Frequency	4.8.2.1	1 and 15
Temperature and Altitude	4.8.2.2	1 and 2
Vibration	4.8.2.3	2 and 3
Shock	4.8.2.4	3 and 4
Shock (Crash Safety)	4.8.2.5	1 and 5
Transient voltage	4.8.2.7	12 and 13
Transient Frequency	4.8.2.8	13 and 14
Spike Voltage	4.8.2.9	13 and 14

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<u>SYSTEM NUMBER</u>	<u>DESCRIPTION</u>	
Low Temperature	4.8.2.10	13 and 14
High Temperature	4.8.2.11	14 and 15
Ballistic Shock	4.8.2.12	14 and 15
Humidity	4.8.2.13	16
Salt Fog	4.8.2.14	1 and 12
Dust	4.8.2.15	12
Fungus	4.8.2.16	14*
Enclosure	4.8.2.17	1 and 15
Asselerated Life	4.8.2.18	1 and 9
EMI and EMC	4.8.3	3 and 14
TEMPEST	4.8.4	2 and 15

* At the contractor's option, piece parts and assemblies representing at least 20 percent of the pluggable electronic assemblies and 10 percent of the mechanical non-electronic parts/assemblies may be used in the performance of this test in lieu of subjecting system number 14 to the criteria of this test.

H-11 RANDOMIZER BOARD APPROVAL - CONTRACTOR TESTING

Prior to use or incorporation in equipment and spare parts kits and pursuant to paragraph 4.8.1.2 of MIL-G-0028828B (EC), the contractor shall submit the randomizer test data for the Randomizer and Alarms Printing Wiring Assemblies intended for use in first article testing and production to the Government for approval. Within 30 days of receipt, the Government will approve the randomizer test data.

H-12 WARRANTY (NOV 91) (SPAWAR 5252.246-9205)

a. Notwithstanding inspection and acceptance by the government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor guarantees:

(1) for 2 years following delivery (i.e., unconditional acceptance by the Government as evidenced by a duly executed DD Form 250), that Item(s) 0001 through 0033 and each component thereof conform to the design and manufacturing requirements specifically delineated in the Contract and any supplementary agreements thereto,

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(2) for 2 years following delivery (i.e., unconditional acceptance by the Government as evidenced by a duly executed DD Form 250), that Item(s) 0001 through 0033 and each component thereof conform to the specified essential performance requirements of the Contract and all other supplementary agreements thereto, or

(3) at the time of delivery (i.e., unconditional acceptance by the Government as evidenced by a duly executed DD Form 250), that Item(s) 0001 through 0033 and each components thereof are free from all defects in materials and workmanship.

b. In the event of a failure of Item(s) 0001 through 0033 to meet the conditions specified in subparagraphs a(1) or a(2) or a(3) above, the Contracting Officer, at this sole discretion, may:

(1) require the Contractor to promptly take such corrective action(s) as may be necessary to correct the discovered defect at no cost to the Government,

(2) require the Contractor to pay any and all costs incurred by the United States in taking necessary corrective action, or

(3) equitably reduce the Contract price.

c. The contractor shall prepare and furnish to the government data and reports applicable to any correction required under this clause (including) revision and updating of all affected data called for under this contract) and the contractor shall bear the cost therefor.

d. When items covered under this guaranty are returned to the contractor, in pursuance to this clause, the contractor will bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) to the contractor's plant and return.

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e. The contractor shall be notified in writing of any failure of line items 0001 through 0033 or any component thereof subject to the warranty set forth in paragraph a above within 30 days after discovery of the failure. Upon election by the Contracting Officer of a remedy in accordance with paragraph b, the contractor will, notwithstanding any disagreement regarding the warranty, comply with such direction. In the event it is later determined that the failure was not subject to the warranty set forth in paragraph a above, the contract price will be equitably adjusted.

f. The warranty provisions of this clause do not apply to combat damage and do not cover liability for loss, damage or injury to third parties or consequential damages.

g. For purposes of this clause: (1) the term "specified essential performance requirements" means all performance requirements of this contract; the term does not include performance characteristics that are described as goals or objectives; (2) the term "defect" means any conditions or characteristic in any supplies furnished by the Contractor under this Contract that is (are) not in compliance with the requirements of the Contract; and (3) the term "design and manufacturing requirements" means structural and engineering plans and manufacturing particulars, including precise measurements, tolerances, materials and furnished product tests for the items being procured under this Contract.

h. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this Contract entitled "Disputes."

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i. ADJUSTED WARRANTY PERIOD

The warranty period is exclusive of any calendar time spent or accumulated during repair or replacement effected under warranty. The Contractor shall calculate, and the Contracting Officer or his designee shall verify, the time elapsed between the date of return to the Contractor of the defective or nonconforming items the date of return of the item to the Government, plus thirty (30) additional days for Government handling, and shall record a new warranty expiration date on the item.

j. MARKING

The Contractor shall, at the time of acceptance, mark each item (at the section level for missiles) to indicate that a warranty exists, and the expiration date of the warranty. After repair or replacement effected under warranty the Contractor shall calculate the new warranty expiration date in accordance with paragraph i and the date on the item shall be adjusted accordingly. Markings shall be in accordance with MIL Standard 129 "Marking for Shipments and Storage" and MIL Standard 130 "Identification Marking of U.S. Military Property"

H-13 SPECIAL PRICING PROVISION (Applicable to all option Items except 0019 and 0028)

The unit prices of the above listed Option Items as contained in Section "B" of the contract, apply only if the Government should exercise its option for the cumulative total quantity of the subject Option Item. In the event that the Government should exercise less than the cumulative total quantity of the option item, the unit price shall be adjusted upward, using the 90% cumulative average experience curve factors from "Learning Curve Tables, Volume III, "Rand Corporation, Santa Monica, Ca., April 1980.

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If the Government should exercise, on separate occasions, portion item quantity, the option item unit price shall be adjusted on each such occasion. This adjustment will be accomplished by applying the experience curve factors cited above to the latest cumulative total quantity of the item being exercised, as though that entire quantity had been exercised at one time. A firm requirement for units identical to those acquired under any given option will be added to the quantity of option units exercised in determining the cumulative total quantity of units ordered.

To illustrate, assume that option line item 0010 of a given contract has a unit price of \$10,000 and a maximum quantity of 100 units. Assume further that firm item 001 of the same contract is for 100 units of equipment identical to that contained in item 0010. In the event that the Government exercises its Item 0010 option in three separate buys of 60, 20, and 20 units respectively, the pricing of each buy would be as follows:

(A) Modification P00001 for 60 units:

1. The book factor for 200 units (Maximum quantity under Item 0010 plus total quantity under Item 0001) is .524820.
2. \$10,000 (the maximum quantity unit price for Item 0010) divided by .524820 = 19,054.15 for T-1 (unit one).
3. \$19,054.15 X 60 units = 620,209.20 for all 60 units.
5. Unit price under P00001 = \$10,336.82

(B) Modification P00002 for 20 units:

1. \$19,054.15 (T-1) X .533102 (book factor for 180 units: 100 firm units + 60 units exercised under P00001 + 20 units to be exercised under P00002) = \$10,157.81 per unit at the 180 unit quantity.
2. \$10,157.81 X 80 units = \$812,624.80 for 80 units.
3. \$812,624.80 - \$620,209.20 (total price paid for the 60 units exercised under P00002).

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4. Unit price under P00002 = $\$192,415.60/20$ units =
~~\$9,620.78~~

(C) Modification P00003 for the remaining 20 units

1. \$1,000.000 (total amount for Item 0010) - \$812,624.80
(amount paid under P00001 and P00002 for 80 units) =
\$187,375.20 to be paid for the remaining 20 units under
Item 0010.
2. Unit price under P00003 = $\$187,375.20/20$ units =
\$9,368.76.

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SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

This acquisition package consists of the following material:

ATTACHMENTS:

- ATTACHMENT "A" - Financial Accounting Data Sheet
- ATTACHMENT "B" - MIL-G-0028828B(EC) dated 30 September 1989
- ATTACHMENT "C" - Statement of Work with CONFIDENTIAL Appendices "A" and "B"
- ATTACHMENT "D" - Government Furnished Property
- ATTACHMENT "E" - DD Form 254
- ATTACHMENT "F" - Listing of Small Disadvantage Businesses
- ATTACHMENT "G" - Subcontracting Plan for Small, Small Disadvantaged and Women-Owned Business Concerns

EXHIBITS: Contract Data Requirements List (DD Form 1423)

EXHIBITS:

A
B
C
D
E
F
G
H
J
K
L
M
N
P

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