

## 16--AIRBORNE MODEM ASSY, IN REPAIR/MODIFICATION OF

Buyer: NAVSUP WEAPON SYSTEMS SUPPORT

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### Description:

ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)|19||||||||||||||  
INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)|2||  
TIME OF DELIVERY (JUNE 1997)|20||||||||||||||  
DESIRED AND REQUIRED TIME OF DELIVERY (JUNE 1997)|29|0001AA|1|90|0001AB|1|90||||||||||||||  
STOP-WORK ORDER (AUG 1989)|1||  
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)|16|combo receiving report and  
invoice|TBD|N00383|TBD|TBD|SEE SCHEDULE|TBD||||||  
NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (3-  
18))|1|PHILADELPHIA|  
VALUE ENGINEERING (JUN 2020)|3|||  
EQUAL OPPORTUNITY (SEP 2016)|2||  
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)- BASIC (DEC 2019)|2||  
INTEGRITY OF UNIT PRICES (NOV 2021)|1||  
EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)|4|||  
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)|6|365 DAYS|45 DAYS AFTER  
DISCOVERY OF DEFECT||||  
SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021)|4|||  
SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP  
1999)|9|||||||  
EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)|2||  
TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019)|2||  
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM -  
BASIC(DEVIATION 2020-O0019) (MAR 2022))|3|||  
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2020)|13||||||||||  
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM  
CERTIFICATE (DEVIATION 2020-O0019) (JUL 2020))|3|||  
BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM (NOV 2014)|1||  
ROYALTY INFORMATION (APR 1984)|1||  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)|13|336413|1250||||||||||  
TYPE OF CONTRACT (APR 1984)|1||  
NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS,  
AND ENERGY PROGRAM USE (APR 2008))|2||

### 1. SCOPE

1.1 . Markings shall be in accordance with MIL-STD-130.

1.2 Articles to be furnished hereunder shall be repaired, tested and inspected in accordance with the terms and conditions specified in the Requirements Section of this document.

1.3 Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be

provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

1.4 The use of MIL-W-81381 wire in any item to be delivered under this procurement is prohibited. The

foregoing prohibition applies notwithstanding any reference to MIL-W-81381 wire that may be made in any of the drawings or specifications for this procurement. SAE-AS22759 series wire shall be used in lieu of MIL-W-81381 wire, in any place where MIL-W-81381 wire is cited in this procurement. Any questions concerning this requirement should be directed to the Procuring Contracting Officer.

1.5 If MIL-STD-454 is referenced in the drawings or in the specification, the contractor is expected to show compliance with IPC/EIAJ-STD-001C Personnel performing tasks in accordance with IPC/EIAJ-STD-001C shall be trained and certified as required by IPC/EIAJ-STD-001C paragraph 5.1.4.

## 2. APPLICABLE DOCUMENTS - NOT APPLICABLE

## 3. REQUIREMENTS

The contractor shall maintain a quality control system which meets the requirements of Mil-I-45208A, Mil-Q 9858, ISO-9000 / 9001 / 9002 or equivalent.

**RESPONSIBILITY FOR INSPECTION:** Unless otherwise specified, the contractor is responsible for the performance of all inspection requirements as specified

herein. Except as otherwise specified, the contractor may use his own or any other facility suitable for the performance of the inspection requirements specified herein.

**PROCEDURES:** The contractor shall prepare and maintain Quality Control

Documentation, test and repair procedures, and inspection procedures which shall be made available to the Government for review and approval. The procedures shall include sequential diagrams of the test, repair, and inspection process, as well as the performance specifications to perform the procedures.

**QUALITY ASSURANCE PROGRAM PLAN:** The contractor shall develop, implement and maintain a Repair Quality Plan in compliance with the requirements of Mil-I-45208A, Mil-Q-9858, ISO, 9000 / 9001 / 9002, or equivalent. The plan shall define the specific methods by which compliance with contractual requirements

will be assured. All quality assurance data shall be provided to the Government for review and approval upon request.

**PURCHASED MATERIAL CONTROL:** The contractor shall establish and maintain a system of control over purchased material which shall assure that the necessary requirements of this contract are included. in all sub contract agreements. A parts control system shall establish a record of performance for each purchased and internally manufactured part and shall be used to evaluate continued use of the source. The contractors control system shall be in compliance with either Mil-I 45208A/Mil-Q-9858 or equivalent Quality Quality Assurance Standard. (ISO/AS:9000, 9001, 9002).

**RECEIVING INSPECTION OF PURCHASED MATERIAL:** Purchased items shall be inspected upon receipt at the contractors facility to assure conformance with all requirements of the Technical Data Package (TDP).

Evidence of such inspections shall be maintained for

Government review at least twelve (12) months following acceptance of the end item. Inspection reports shall be maintained by the contractor. The inspection report shall, at a minimum, include a record of all dimensional data (coordinate/positional), material,

finish, and process with appropriate pass/fail criteria, such as certifications, and actual dimensional readings.

**FAILURE ANALYSIS AND CORRECTIVE ACTION:** All failure analysis and corrective action reports/plans shall be submitted to the Government.

**NONCONFORMING MATERIAL:** The contractor shall establish an effective system for controlling nonconforming material including procedures for identification, segregation, and disposition.

**CONTRACTOR INTERNAL REVIEW BOARD (IRB):** IRB authority is delegated to the contractor for this contract only. The IRB may be used only for disposition of materials exhibiting minor non-conformances, scrap or rework to return a part to conformance with drawings or specifications as authorized by the approved repair procedures. IRB shall not use "AS-IS" disposition. A

complete file of IRB actions shall be maintained for review by the Government for concurrence of classification. MATERIAL REVIEW BOARD (MRB): Formal MRB authority for disposition of "AS-IS" and for minor non-conformances is retained by the Government. The contractor shall submit the appropriate request for Waiver/Deviation via the DCMC to the NAVICP Contracting Officer.

RESPONSIBILITY FOR COMPLIANCE: All items must meet all requirements of this Statement of Work. The inspection requirements set forth in this SOW shall become part of the contractors overall inspection system or quality program. The absence of any inspection requirements in the SOW shall not relieve the contractor of the responsibility of assuring that all Government equipment submitted for acceptance comply with all requirements. Sampling in quality conformance does not authorize submission of known defective

items, either indicated or actual, nor does it commit the procuring activity to acceptance of any defective items.

REPAIR ASSESSMENT TESTING: The Government may select samples of the Contract Line Items (CLINS) which have completed repair and have been accepted by the Government representative for the purpose of conducting performance testing, environmental testing, and quality conformance examination in a repair assessment test program. A quantity of CLIN's may be randomly selected from each quarterly repair production completion for shipment to the CFA or other Government designated location to conduct this testing.

RECORDS OF DATA COLLECTION: The contractor shall maintain a historical record file to contain copies of applicable data and documents for individual CLIN's and assemblies by CLIN serial number. The historical record file shall include, but not be limited to the following types of historical records:

- Receipt inspection documentation.

- Repair shop travelers or repair cards.

- Parts replacement records.

- Parts inspection data before and after repair as applicable.

- Acceptance test data.

QA personnel shall maintain a complete receipt inspection, test, repair re-test, history card for each item processed. This information shall be made available to the Government upon request.

### 3.1 1.0 GENERAL

3.1.1 This Statement of Work (SOW) establishes the criteria for repair and testing /inspection of the subject item. It includes inspection, component repair and replacement, reassembly and testing procedures required to return units back into a servicable condition.

### 3.2 2.0 DEFINITIONS.

3.2.1 CONTRACTOR: Is defined as the successful offeror awarded a contract, order or issued a project work order. The term "contract" encompasses a contract, an order, or a project work order.

3.2.2 OVERHAUL: An overhauled part is one which has been disassembled, cleaned, inspected, repaired as necessary (by replacing or repairing all components which have been found to exceed limits established by the repair/overhaul manual) reassembled and tested

in accordance with the approved repair/overhaul manual listed in this SOW and returned to a Ready for Issue (RFI) condition (Refer to contract schedule for items to be overhauled).

3.2.3 REPAIR: A repaired part is one which has been restored to a Ready for Issue (RFI) condition (by replacing or repairing those components found to be defective, broken, damaged or inoperative during the initial evaluation and troubleshooting phase) and

tested in accordance with the approved repair/overhaul manual listed in this SOW (Refer to contract schedule for items to be repaired).

### 3.3 3.0 SCOPE

3.3.1 GENERAL. The items to be furnished hereunder shall be overhauled, upgraded, repaired, tested, inspected, and accepted in accordance with the terms and conditions specified in this contract. Unless expressly provided

Government Furnished Property, including equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, special test equipment, or any other manufacturing aid required for the repair, manufacture, and/or testing of the subject item(s) will not be provided by the Government and shall be the responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing, manual, or specification for the contract items.

**3.3.2 REPAIR UPGRADE REQUIREMENTS:**The contractor shall provide the necessary facility, labor, materials, parts, and test and tooling equipment required to to return the following items to a Ready For Issue (RFI) condition:

AIRBORNE MODEM ASSY ;60039194-009; P/N, ;7RH 1680 016622951; NSN, ;AS REQUIRED; Tech Publications

**3.3.3 RFI** is defined as that condition allowing the items to perform properly and reliably in an operational environment in a manner they were intended to operate. The contractor must perform all repairs/upgrades at the facility identified within this SOW.

Repairs performed by the contractor or subcontractor shall be performed in accordance with the specified drawings and repair manual(s).

**3.4** Changes to such manuals used for repairs under this contract, or changes to drawings or specifications used in the manufacture of parts utilized in these repairs, require Procuring Contracting Officer (PCO) approval in accordance with the Configuration

Management provisions of this Statement of Work or contract. Under no circumstances should the repair, test, and inspection extend beyond the requirements of this paragraph unless authorized by the Government QAR. In addition, requests for approval of changes

to a repair source or repair facility shall be submitted in writing to the PCO prior to making any such change.

**3.4.1** Any repairs performed using unapproved changes to such manuals, drawings, specifications, or changes to repair source or facility are done at the contractor's own risk. If the Government disapproves the requested change, the contractor shall replace any

delivered items repaired using such unapproved manuals, drawing, specification, repair source or repair facility change. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a

requested change to manuals, drawings, specifications, or to a repair source or facility.

**3.4.2 References on Drawings and Specifications:**For repair and overhaul purposes only. All references to the "prime contractor" or the "actual manufacturer" appearing on the drawings and / or specifications or technical data furnished by the Government shall be read as the "Government Designated Agency"

**3.4.3 Process Control Documentation:** The contractor shall prepare and maintain repair procedures, and test / inspection information / procedures which shall be made available to the Government for review and approval. The procedures shall include sequential

diagrams of processes, as well as the performance specifications to perform the testing / inspection procedures. Those processes shall be frozen after approval of the inspection / Test.

**3.4.4 Beyond Economical Repair (BER).** An item is BER if the cost of the repair exceeds 75% of the production quantity price to replace the item, current at time of award. This replacement price is for the purposes of BER determinations only, and may not be

used or relied on by the offeror in the pricing of the repairs required by this contract. Items determined BER are not included in the contract price. The contractor shall obtain written concurrence from DCMA for all units determined by the contractor to be

BER. All such determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence shall be provided by the contractor to the PCO, with a copy to the inventory manager. After receipt of

the required documentation, the PCO shall provide the contractor disposition instructions or contractual

authority for repair of the item. The contractor is not authorized to proceed with the repair until notification to proceed is received from the PCO. Any disposal ordered shall be performed by the contractor in accordance with all applicable regulations and in accordance with all DCMA disposal procedures and requirements.

3.4.5 Missing on Induction (MOI). A Weapons Repairable Assembly (WRA) is subject to this MOI provision if the item received by the contractor for repair is missing one or more Shop Replaceable Assemblies (SRAs).

Contractor replacement of MOI SRAs is not included in the contract price. The contractor shall immediately notify DCMA when an item is received with MOI SRA(s) and shall obtain written verification from DCMA for all WRAs determined to have MOI SRA(s).

The contractor shall provide all such determinations, including identification of the missing SRA(s), and the DCMA written verification, to the Inventory Manager with a copy to the PCO and ACO prior to induction and/or repair of the WRA. The contractor shall not induct and/or repair WRAs with MOI

SRAs until instructions on how to proceed are provided to the contractor by the Inventory Manager (where no adjustment price to the contract is required) or by the PCO. Items received by the contractor missing consumable parts are not MOI items. Rather, repair of such items and replacement of the missing consumable parts are included in the contract price and the item shall be inducted and repaired by the contractor under this contract.

3.4.6 Replacing Failed or Missing Shop Replaceable Assembly (SRA) when repairing a Weapons Replaceable Assembly (WRA).

3.4.7 A. When the contractor believes one or more SRA(s) within a WRA are either:

3.4.8 Beyond Economic Repair (BER) or Beyond Repair (BR) i. e. the unit is not capable of being repaired because of the extent of physical damage), or Missing on Induction (MOI), the contractor shall obtain written verification from DCMA and advice from the

Inventory Manager whether a SRA may be replaced by one or more of the following options: Ship in place from an existing spares or repair contract, if any, MILSTRIP the SRA(s), otherwise be provided direction for obtaining the SRA(s) at no cost to the

contractor. The detailed procedures are set forth in Section 6.0 of the WEB-BASED COMMERCIAL ASSET VISIBILITY (CAV) STATEMENT OF WORK.

3.4.9 B. When not otherwise provided for (or precluded) by other terms of this contract, the contractor may seek written authorization to replace failed SRA(s) with Ready For Issue SRA(s). When authorized, the procedures set forth in paragraph 3.0 of Section

6.2 of the WEB-BASED COMMERCIAL ASSET VISIBILITY (CAV) STATEMENT OF WORK shall be followed.

3.4.10 Over and Above Repair (OAR). An item sent to the contractor shall be considered to require over and above (OAR) repair effort if the repair required is not the type of repair that would be anticipated as a result of normal Navy operation of the item and

is not included in the contract pricing due to the nature or scope of the repair needed for that particular item. Therefore, repair of OAR items may be subject to equitable adjustment. The Contractor shall obtain written concurrence from DCMA for all units

determined by the contractor to require OAR effort. All such OAR determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence, shall be provided by the contractor to the PCO prior to undertaking repair of the item.

After receipt of the required documentation, the PCO shall provide the contractor disposition instructions or contractual authority for repair of the item. Any ordered disposal shall be performed by the contractor in accordance with all applicable regulations and DCMA disposal procedures and requirements.

### 3.5 4.0 PARTS AND MATERIALS

3.5.1 General. The contractor is responsible for supplying all parts and material necessary to perform the

required repairs under this contract unless parts or material are specifically identified as Government Furnished Material (GFM). All parts and material used in performance of this contract shall be in accordance with the latest approved revision of applicable drawings and specifications and shall be new in accordance with FAR 52.211-5, Material Requirements, which is incorporated by reference herein.

Authorization to use other than new material as defined by FAR 52.211-5 requires written approval from the PCO. In addition, cannibalization must be approved by the PCO. Cannibalization of units that have not been inducted is not typically authorized and requires specific approval by the PCO.

3.5.2 The contractor shall ensure it has access for the duration of this contract to updated drawings and specifications for parts and material required for repairs performed under this contract. Any change to such parts/material drawings or specifications requires Government approval in accordance with the Configuration Management provisions of this Statement of Work. Written approval from the PCO must be obtained prior to any change to the manufacturing source or manufacturing facility for all parts which require source approval, unless the contractor is the Design Control Agent (DCA) (i.e. the entity responsible for maintaining the latest configuration data) for the the contract item. If the contractor is the DCA, the contractor may approve changes to manufacturing source or manufacturing facility for all parts, including those which require source approval. Any repairs performed using unapproved changes to such drawings, specifications or manufacturing source or facility are done at the contractor's own risk. If the Government disapproves the requested change, the contractor shall replace any delivered items repaired using such unapproved change. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a requested change to the drawings, specifications or manufacturing source or facility.

3.5.3 Purchased Material Control and Parts Control. The contractor shall establish and maintain a system of control over purchased parts and material. Such controls shall, at a minimum, assure that the parts and material purchased are in compliance with the requirements of this contract.

3.5.4 Receiving Inspection of Purchased Parts and Material. (1) Purchased items shall be inspected upon receipt at the contractor's facility to assure conformance with all requirements of the applicable drawings and specifications or (2) the contractor shall provide prior to the contract award evidence for Government review and approval of a purchased parts and material system which provides for the inspections to assure conformance with all requirements of the applicable drawings and specifications. Evidence of such inspections shall be maintained by the contractor or subcontractor for Government review. The inspection report shall, at a minimum, include a record of all dimensional data (coordinate/positional), material, finish, and process with appropriate pass/fail criteria such as certifications and actual dimensional readings.

3.5.5 **NOTE PART CANNIBALIZATION IS NOT AUTHORIZED UNLESS SPECIFICALLY APPROVED BY NAVSUP WSS AND THE BDE.**

3.5.6

3.6 SOURCE AND LOCATION OF REPAIR SOURCE:

3.6.1 The contractor shall specify the name of the Source/Division performing the work and the actual location where work will be performed.

AIRBORNE MODEM ASSY ;L3 TECHNOLOGIES INC.; Company Name , ;SALT LAKE CITY, UT.; Address , ;(06401); Cage Code  
inspection will be accomplished on the contractor's equipment

### 3.7 5.0 CONTRACTOR QUALITY REQUIREMENTS:

3.7.1 Quality Program. The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to all applicable requirements of ISO 9001/ SAE AS9100. The Contractor's quality management system/program shall be designed to promptly detect, correct and prevent conditions that adversely affect quality.

3.7.2 Calibration System Requirements. Contractor shall maintain a calibration system that meets the requirements of ANSI/NCSL Z540.3, ISO-10012-1 or an equivalent calibration program acceptable to the Government.

### 3.8 6.0 CONFIGURATION MANAGEMENT (CM):

3.8.1 The contractor shall maintain a configuration management plan in accordance with the provisions of NAVSUP WSS configuration management clause NAVICPIA18. (Refer to contract).

### 3.9 7.0 MARKINGS.

3.9.1 Marking shall be as indicated in the contract when applicable.

### 3.10 8.0 STORAGE;

3.10.1 The contractor shall provide a proper enclosed warehouse environment for both material items awaiting repair and assets which have been repaired and are awaiting shipment to ensure the items are not damaged while being stored.

### 4. QUALITY ASSURANCE PROVISIONS - NOT APPLICABLE.

### 5. PACKAGING- MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE

### 6. NOTES - NOT APPLICABLE

Country:

United States

Published date:

Apr 21 2022

Deadline:

May 20 2022

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Link:

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