

GROUP 3 QUESTIONS AND ANSWERS
16 January 2004

1. Page 7 of the Government brief given on 16 December 2003: The note is not clear; please clarify.
 - Government Response: The note on Page 7 of the Government brief given on 16 December 2003 in Paris was placed on the slide unintentionally. Please disregard.
2. In several Clauses of the RFP mention is made to US MIDS JTRS. Could you please clarify?
 - Government Response: The terms “US Configuration” and “European Configuration” have been deleted from the RFP in Amendment 0002.
3. Page 8 and 9 of the Government brief given on 16 December 2003: Could you please clarify the number and type of deliverable Terminals to be quoted and their share between prime and integrator in accordance also with indications received by It MoD?
 - Government Response: The Functional Baseline (FBL) requires a single configuration that accommodates 1553, 3910, and Ethernet for Channel 1. In accordance with RFP Amendment 0002 and a forthcoming amendment to the Statement of Work, this configuration will be delivered in both a “Master” version and a “Slave” version. The quantities for each transatlantic contractor team shall be in accordance with Section B of the RFP as changed by RFP Amendment 0002.
4. Page 18: Does the European Integrator have to perform a Vendor-to-Vendor Interchangeability (SOW Para 3.11)?
 - Government Response: Yes. In accordance with Clause C-2.1, all LRUs and SRUs manufactured under the contract shall be interchangeable with the LRUs and SRUs produced by all other MIDS JTRS contractors.
5. Page 23 and 33 of the Government brief given on 16 December 2003: It is indicated a French Center as European Government FAQT Center. Please change as per It MoD requirement.
 - Government Response: Agree. Clause H-23.2 has been changed in RFP Amendment 0002.
6. It is required (SOW para 3.7.5) that the PRR be held concurrently with CDR. This seems to be inconsistent with usual practices, specially considering the requirement to produce common SRUs. Would you please clarify?
 - Government Response: Upon conclusion of the CDR, the PRR is intended to be held at the same location as the CDR and immediately following the CDR. The PRR will be conducted via separate meetings with each manufacturer producing MIDS JTRS components.

7. Page 20 of the Government brief given on 16 December 2003: and SOW related Paragraphs: The Telecommunications Security Approval for Use is not defined for European Terminals/ Integrators. With regard to this matter, we kindly ask their definition, taking into account the following recommendations/suggestions:
- It is well-known that the COMSEC information will not be delivered to the European; as a consequence no COMSEC certification can be required
 - As the European integrated Terminals need to pass Tempest certification (AMSG-784) in order to be installed on the relevant platforms, we suggest this certification be included, and the needed data released to the European Integrators.
- Government Response: INFOSEC certification for European-produced MIDS JTRS is required in accordance with Clause H-17.2, added by Amendment 0002 of the RFP. Tempest certification is required as part of the INFOSEC certification process. Please clarify what is meant by “the needed data” referenced under the second bullet of your question.
8. Pre-Op Support. The applicable scenario with regard to terminals amount, operating rates, locations, periods for the activity etc. seems not defined. Which are the scenario data for the evaluation of the pre-op support?
- Government Response: An answer to this question will be provided in a future group of questions and answers.
9. SOW para 3.6.5: is it possible to receive the TSRD (ref doc for Tech manuals / training)?
- Government Response: An answer to this question will be provided in a future group of questions and answers.
10. SOW para 3.2.8 gives a definition of CSCI, which seems in contradiction with para 3.4.1.1.5. Please clarify.
- Government Response: The Government cannot identify the contradiction to which the question refers. Please explain any noted contradictions so that the Government may properly respond to this question.
11. We assume that the document / source code MHAL, OPERAT. ENV. relevant to the modem and black channel proc. will be made available within 4 MADO to Italy to allow us the design of the module. Could you please confirm?
- Government Response: The operating environment will be provided to the prime contractors in accordance with Clause H-26, GOVERNMENT FURNISHED MATERIAL, of the RFP. The prime contractor will be responsible for releasing Government Furnished Material in accordance with Clause H-26.1, which was added to the RFP by Amendment 0002.
12. Clause E-5 of the RFP: we could not find a maximum period for acceptance. Would you please define it?

- Government Response: There is no maximum period for acceptance.
13. Section G of RFP: Payment terms (invoicing and payment) for EU to be defined (Invoice to Prime or Directly to Purchaser?). If the acceptance is at "Destination" maximum period for forwarding of "acceptance verification" to designated payment office to be agreed".
- Government Response: The Government intends to pay the European subcontractors identified in Provision L-24 directly in euros. This process will be defined in a future amendment to the RFP. No maximum period for acceptance will be defined in the contract.
14. Clause H-11 of RFP: Service used for travel should not cause the contractor or its subcontractors to breach any of its obligations toward its MoD and their employees. Please modify the clause accordingly.
- Government Response: Clause H-11.1 was added in Amendment 0002 to address costs for travel, subsistence, and lodging incurred by the European subcontractors listed in Provision L-24.
15. It is understood that the Subs will receive CPIF contracts from the Prime. Please Confirm
- Government Response: The type of contract negotiated between the prime contractors and their subcontractors is an issue to be resolved between the prime contractors and their subcontractors.
16. Schedule Incentive: can a schedule incentive be also recognized for the European Integrators similar or equal to the one recognized to the US Integrator?
- Government Response: At this time only the French Ministry of Defense has requested an incentive for the French integrator (i.e. Event D of Clause B-5 added by RFP Amendment 0002).
17. Do you require or expect that all six participants sign the Combined Proposal?
- Government Response: Yes. Section L-22(a) has been changed to reflect this requirement in Amendment 0002.
18. Could IPO task the US Prime Contractors to formally establish a role for its subs at IPT level (at least the leadership of one module, and at system and management level)?
- Government Response: No.
19. Could IPO ask the Prime Contractors to define, since now, a plan for IPT meetings?
- Government Response: No.
20. Could IPO require the Prime Contractors to present, with their proposal, the signed Teaming Agreement?
- Government Response: Yes. Provision L-24 of the RFP has been modified in Amendment 0002 to include this requirement.

21. Does the US Law oblige a prime contractor to put a “mark up “(or management fee, or whatever) on the subs? If this is the case, how much is the minimum level?
- Government Response: No, US law does not require a contractor to use a mark-up rate for subcontractors.
22. Will / Could IPO require the Prime to give to the Sub a back to back contract? In this case probably a reduction of risk, and consequently, of costs can be achieved.
- Government Response: Please explain what is meant by a “back to back contract.”
23. As the time is quite short, we ask IPO to give directions and to control that the Teaming Agreement be signed before 10th of January.
- Government Response: No.
24. It is sufficient to extend the presently existing TAAs and ACAs or it is required new ones be approved?
- Government Response: The requirement for establishing Technical Assistance Agreements (TAAs) is the responsibility of the prime contractor. In accordance with Clause H-44.1, the Government requires that the two prime contractors enter into an Associate Contractor Agreement (ACA) to include the four European companies Thales, Indra, Marconi, and EADS. If the existing ACA's were modified to include all requirements of Clause H-44.1 without jeopardizing the intent of the original ACA vis-à-vis the MIDS LVT contract, a new ACA would not have to be negotiated. However, it is the Government's opinion that a new ACA agreement would be the clearest and most concise method for meeting the requirements of Clause H-44.1.
25. What happens if none of the two US Prime Contractors will deliver, in due time, an RFP and related SOW, to a designated European Integrator, as per clause L-24?
- Government Response: The RFP is available to all parties via the following web-site: <https://e-commerce.spawar.navy.mil/>. The RFP requires that all four European participants are included in the transatlantic teams. Any participating industry that fails to team in accordance with Provision L-24 will not be included in any contract award.
26. Does IPO see a possible way to have all the modules developed in a common design?
- Government Response: Yes. This is the requirement of the RFP.
27. Intellectual Property Rights (IPR) Protection: as anticipated during the last meeting, we are only forced to develop unique SRUs because some US contractors have IPR. Having said that, a problem of the IPR protection of the Subs does exist which must be solved: we propose the following:
- a. •All unique technical parts are delivered directly to IPO;
 - b. •A direct contractual relationship is established between IPO (or the Nations) and the subcontractor

- Government Response: It is the responsibility of the prime contractor to manage the protection of all IPR under any resulting contract. RFP Amendment 0002 added a paragraph to Provision L-22-1.1 that requires the offeror to describe how it plans to protect pre-existing IPR for both itself and its proposed subcontractor(s). A contract will not be awarded to European industry.
28. It is understood that the Italian Audit Agency will perform the Audit of the Italian Proposal. Could you please confirm?
- Government Response: the Defense Contract Management Command (DCMC) will provide Contract administration support. The cost auditing function may be delegated by the DCMC after award of any contract if all appropriate Memorandums of Understanding or other international agreements are in place to allow DCMC to do so.
29. It is also understood that the certification of the Cost Control System will be performed by the Italian Audit Agency. Could you please confirm?
- Government Response: the Defense Contract Management Command (DCMC) will provide Contract administration support. Certification of the Cost Control System may be delegated by the DCMC after award of any contract if all appropriate Memorandums of Understanding or other international agreements are in place to allow DCMC to do so.
30. It is also understood that inspection and Acceptance of the Supplies or Services will be performed by the Italian Agency. Could you please confirm?
- Government Response: the Defense Contract Management Command (DCMC) will provide Contract administration support. The inspection and acceptance function may be delegated by the DCMC after award of any contract if all appropriate Memorandums of Understanding or other international agreements are in place to allow DCMC to do so.
31. It is understood that the full cost proposal of the subcontractor will be delivered directly to IPO; the Prime will only receive one number per labor and one per material per CLIN. Could you please confirm?
- Government Response: In accordance with Provision L-23, the prime offeror shall ensure, at a minimum, that all of its foreign subcontractors submit a separate cost proposal that is in accordance with the requirements of Provision L-23. The level of detail required by the prime contractor must be discussed and agreed upon with the prime contractor.
32. With whom the Subcontractor will fact-find its proposal and negotiate?
- Government Response: It is envisioned that the prime contractor will be involved in any and all technical fact-finding and technical discussions. If acceptable to the prime contractor, all detailed cost negotiations with the subcontractor will be conducted directly between the subcontractor and SPAWAR/IPO.
33. Does IPO expect the Cost Volume, to be presented separately by the Subcontractor, follow the indications contained in the RFP (e.g. formats, structure, Terms and Conditions, etc.)?

➤ Government Response: Yes.

34. We understand the Combined Proposal is only relevant to the Technical Volume, Program Management/ Systems engineering / System Design; with regard to the Separate Addendums, to be presented separately by the Subcontractor, does IPO expect that they follow the indications contained in the RFP?

➤ Yes.