

2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 5 March 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY COMMAND, SPACE AND NAVAL SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 ATTN: MELISSA HAWKINS (858) 537-0346; EMAIL: <a href="mailto:melissa.hawkins@navy.mil">melissa.hawkins@navy.mil</a>	CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
	X	N00039-04-R-0001
		9B. DATED (SEE ITEM 11) 26 November 2003
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The changes made by this amendment are described on Page 2 through 22.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MELISSA L. HAWKINS Space and Naval Warfare Systems Command		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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Amendment 0006**

The purpose of this amendment is to make the following changes to the Request for Proposal:

**1. SECTION B:** The list of CLINS is changed in accordance with the following table.

<u>CLIN/SLIN</u>	<u>Contract Type</u>	<u>Description</u>	<u>Unit of Issue</u>	<u>Total Price or Ceiling Amount</u>	<u>Notes</u>
3000	CPIF	Design, Development, and Qualification of Multifunctional Information Distribution System Joint Tactical Radio System (MIDS JTRS) Main Terminal, including first articles	1 LO	\$	(e) (g) (h)
3000AA		UNITED STATES (US)		\$	
3000AB		FRANCE		\$	
3000AC		ITALY		\$	
3000AD		SPAIN		\$	
3000AE		GERMANY		\$	
3001	FFP	Fabrication, Assembly, Acceptance Testing, and Delivery of MIDS JTRS (US)			
3001AA	FFP	“Main” Configuration	20 EA	\$NTE	(j)
3001AB	FFP	“Expanded Modular Functionality (EMF)” Configuration	5 EA	\$TBD	(l) (m)
3002	NSP	Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “J” – excluding Data Items JA0J, JA0K, JA0Q, JC0G, and JF01	1 LO	\$ Not Separately Priced (NSP)	(n)
3003		RESERVED			
3004	FFP	Technical Data Rights, Computer Software Rights, and Computer Software Documentation Rights	1 LO	\$Sec table 3	
3005	CPFF	Design, Development, and Qualification of MIDS JTRS Computer Software Operating Environment	1 LO	\$	(f) (h)
3005AA		US		\$	
3005AB		FRANCE		\$	
3005AC		ITALY		\$	
3005AD		SPAIN		\$	
3005AE		GERMANY		\$	
3006	CPFF	Pre-operational Support	1 LO	\$TBD	(l)
3007	NSP	Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “J” – Data Item JC0G only	1 LO	\$NSP	(i)
3008	CPFF	Additional Waveform Porting	1 LO	\$TBD	(k) (l)
3009	FFP	Support Software IAW Attachment Y, paragraph 3.2.8.3.2.1	1 LO	\$TBD	(l)
3010	CPFF	Government FAQT Support IAW Attachment Y, paragraph 3.3.1.2.1	1 LO	\$TBD	(l)

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3011	CPFF	Investigation Requests for Functional and Allocated Baseline Changes IAW Attachment Y, paragraph 3.4.1.2.5	1 LO	\$TBD	(l)
3012	FFP	Telecommunications Security Maintenance Training and Manuals IAW Attachment Y, paragraph 3.6.5	1 LO	\$	
3013	CPIF	Design, Development, and Qualification of Multifunctional Information Distribution System Joint Tactical Radio System (MIDS JTRS) Expanded Modular Functionality (EMF) Terminal, including first articles	1 LO	\$TBD	(l) (h)
3013AA		US			
3013AB		FRANCE			
3013AC		ITALY			
3013AD		SPAIN			
3013AE		GERMANY			
3014	CPFF	Engineering Services to support national waveform porting IAW Attachment Y, paragraph 3.2.3.2.6	1 LO	\$TBD	(l)
3015	CPFF	Reliability Growth Test (RGT) program IAW Attachment Y, paragraph 3.2.3.8(c)	1 LO	\$TBD	(l)
3016	CPFF	Thermal Survey IAW Attachment Y, paragraph 3.2.5	1 LO	\$TBD	(l)
3017	NSP	Data for CLIN 3001 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Item JF01 only	1 LO	NSP	
3018	NSP	Data for CLIN 3009 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA0Y and JA0Z only	1 LO	NSP	(n)
3019	NSP	Data for CLIN 3012 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JS0H and JS0J only	1 LO	NSP	(n)
3020	NSP	Data for CLIN 3013 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA02, JB03, and JB04 only	1 LO	NSP	(n)
3021	NSP	Data for CLIN 3015 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA0J and JA0K only	1 LO	NSP	
3022	NSP	Data for CLIN 3016 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Item JA0Q only	1 LO	NSP	

**2. SECTION B:** The following "General Notes" are added to Section B:

"(i) The technical data package may be ordered under CLIN 3007 only in conjunction with any associated technical data rights under CLIN 3004."

“(j) Not-to-Exceed (NTE) amounts represent an estimated amount for this subCLIN that will not be exceeded if and when a definitive amount is negotiated for this subCLINs under a separate delivery order.”

“(k) This not-to-exceed (NTE) amount represents the total NTE estimated cost-plus-fixed-fee for the porting of the following waveforms into the MIDS JTRS terminal: Have Quick, UHF DAMA, EPLRS, WNW.”

“(l) To Be Determined (TBD) in the “Total Price or Ceiling Amount” indicates that the estimated ceiling cost or price will be negotiated before any delivery order may be issued against these CLINs.”

“(m) Sub-CLIN 3001AB will only be ordered if and after the Government orders CLIN 3013.”

“(n) Data items JA0Y and JA0Z may be ordered in support of CLIN 3000 and CLIN 3009. Data items JS0H and JS0J may be ordered in support of CLIN 3000 and CLIN 3012. Data items JA02, JB03, and JB04 may be ordered in support of CLIN 3000 and CLIN 3013.”

**3. SECTION B:** Under General Notes, Notes (a) and (e) are revised as follows:

“(a) See Clause G-8 (“Type of Contract”) for a summary of the contract structure utilized for this effort. CLINs 0001 through 0708, 0800 & 0801, 1000, and 2700 through 2901, and CLINs 3001, 3004, 3009, and 3012 are firm-fixed-price requirements provided via an indefinite-delivery-indefinite-quantity (IDIQ) arrangement. CLINs 0900-0905 are for cost-reimbursement services provided via an IDIQ arrangement. CLINs 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016 are for cost plus fixed fee requirements provided via an IDIQ arrangement. CLINs 0CLINs 3000 and 3013 are cost-plus-incentive-fee requirements provided via an IDIQ arrangement. CLINs 3002 and 3007 are not separately priced provided via an IDIQ arrangement; the cost and fee associated with CLINs 3002 and 3007 are included in the cost-plus-incentive-fee amount for CLIN 3000. CLINs 3017-3022 are not separately priced provided via an IDIQ arrangement; the cost and profit associated with CLIN 3017 is included in the firm fixed price for CLIN 3001; the cost and profit associated with CLIN 3018 is included in the firm fixed price for CLIN 3009; the cost and profit associated with CLIN 3019 is included in the firm fixed price for CLIN 3012; cost and fee associated with CLIN 3020 is included in the cost plus incentive fee arrangement for CLIN 3013; the cost and fee associated with CLIN 3021 is included in the cost plus fixed fee of CLIN 3015; and the cost and fee associated with CLIN 3022 is included in the cost plus fixed fee of CLIN 3016.”

“(e) The following Cost Plus Incentive Fee (CPIF) Arrangement and Schedule Incentive Fees are applicable to CLIN 3000:

TARGET COST	\$ TBD in delivery order
TARGET FEE (X% of Target Cost*)	\$ TBD in delivery order
COST PLUS INCENTIVE FEE	\$ TBD in delivery order
INCENTIVE ON COST	
INCENTIVE ON COST (NTE X% of Target Cost*)	\$ TBD in delivery order
MAXIMUM FEE (NTE Y% of Target Cost*)	\$ TBD in delivery order
MINIMUM FEE (NTE Z% of Target Cost*)	\$ TBD in delivery order
SHARE RATIO:	
Government Share Above Target	40%
Contractor Share Above Target	60%
Government Share Below Target	20%
Contractor Share Below Target	80%
INCENTIVE ON SCHEDULE (See Clause B-5)	NTE \$3,000,000 if all milestone events are met in accordance with Clause B-5

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Negative incentive of \$1,000,000 if all milestone events are late IAW Clause B-5

TOTAL FEE EARNABLE

Maximum Fee on Cost Incentive	Y% of Target Cost*
Incentive on Schedule	\$3,000,000
Total Fee Earnable	Y% of Target Cost* Plus \$3,000,000

\* The percentages for X, Y, and Z shall be negotiated and included in the delivery order for CLIN 3000.”

**4. SECTION B:** Under General Notes, Note (g) is revised as follows:

“(g) The prime contractor that subcontracts with Thales shall provide first article quantities as follows:

Prime Contractor: X first articles \*

Thales: Y first articles \*

The prime contractor that subcontracts with Marconi shall provide first article quantities as follows:

Prime Contractor: X first articles \*

Marconi: 11 first articles

\* The quantities for “X” and “Y” will be completed upon award. See Section L-23 for instructions on quantities that should be proposed for Thales and for each prime contractor.”

**5. SECTION B:** Under General Notes, Note (h) is revised as follows:

“(h) The CPIF arrangement described in this contract will be based on the total Cost Plus Target Fee at the CLIN-level for CLINs 3000 and 3013. The CPFF for CLIN 3005 shall be at the CLIN-level. Invoices for CLINs 3000, 3005, and 3013 shall be submitted at the sub-CLIN-level (i.e., Sub-CLINs 3000AA, 3005AA, and 3013AA for prime contractor invoices and US subcontractor invoices; Sub-CLIN 3000AB, 3005AB, and 3013AB for Thales invoices; Sub-CLIN 3000AC, 3005AC, and 3013AC for Marconi invoices; Sub-CLIN 3000AD, 3005AD, and 3013AD for INDRA invoices; and Sub-CLIN 3000AE, 3005AE, and 3013AE for EADS invoices).”

**6. SECTION B:** Clause B-5, INCENTIVE ON SCHEDULE, is changed to include the following schedule incentive Event E and a definition for Event E to be included in the contract that includes Marconi as the European integrator. The amount of fee for Event E will be defined upon contract award.

<u>Event</u>	<u>Date</u>	<u>Fee Amount</u>
E	24 MADO	TBD

“Event E: All required test articles are provided by Marconi to the Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.”

**7. SECTION B:** Clause B-5, INCENTIVE ON SCHEDULE, is changed to add the following disincentive for Event D and Event E and to add the following note applicable to all Event A through E disincentives:

“If the contractor completes Event D later than 26 MADO, \$To be Determined will be subtracted from the contractor’s total incentive fee on cost for CLIN 3000.”

“If the contractor completes Event E later than 26 MADO, \$To be Determined will be subtracted from the contractor’s total incentive fee on cost for CLIN 3000.”

“Note: In no event shall the contractor’s total fee under this contract be less than \$0.”

**8. SECTION B:** Table 3 is modified to delete CDRL data items JA04, JA09, JA0A, JA0C, JA0D, JA0E, JA0G, JA0H, JA0L, JA0N, JA0P, JA0S, JA0T, JA0V, JA0X, JA10, JA11, JA12, JA13, JA14, JA15, JA16, JA17, JB01, JB02, JB06, JB07, JB08, JB09, JC0A, JC0B, JC0F, JD06, JD08, JE03, JE04, JE05, JE06, JF02, JF03, JG01, JG02, JH01, JH02, JH03, JJ01, and JJ02.

**9. SECTION C:** Clause C-1., SPECIFICATIONS/STATEMENT OF WORK (DEC 1998), is changed for the CLIN 3000 series as follows:

“CLINs 3000, 3001, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, and 3016 shall be performed in accordance with Attachment Y, Statement of Work for MIDS JTRS.

CLIN 3002 shall be performed in accordance with Exhibit “J,” excluding data items JA0J, JA0K, JA0Q, JC0G, and JF01.

CLIN 3007 shall be performed in accordance with Exhibit “J,” data item JC0G.

CLIN 3017 shall be performed in accordance with Exhibit “J,” data item JF01.

CLIN 3018 shall be performed in accordance with Exhibit “J,” data items JA0Y and JA0Z.

CLIN 3019 shall be performed in accordance with Exhibit “J,” data items JS0H and JS0J.

CLIN 3020 shall be performed in accordance with Exhibit “J,” data items JA02, JB03, and JB04.

CLIN 3021 shall be performed in accordance with Exhibit “J,” data items JA0J and JA0K.

CLIN 3022 shall be performed in accordance with Exhibit “J,” data item JA0Q.”

**10. SECTION C:** Clause C-2.1, REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS JTRS LRUS AND SRUS SUPPLIED OR REPAIRED UNDER THIS CONTRACT), is changed in its entirety as follows:

“C-2.1 REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS JTRS LRUS AND SRUS SUPPLIED OR REPAIRED UNDER THIS CONTRACT)

1) Interchangeability with the MIDS LVT terminal

The MIDS JTRS procured and repaired under this contract shall be one-way interchangeable (i.e. backward compatible) to the MIDS LVT terminal. Interchangeability with the MIDS LVT terminal is defined as the replacement of MIDS LVT with the MIDS JTRS that results in no degradation of the system performance and that requires no changes to the LVT host platforms installation kit.

2) Interchangeable LRUs and SRUs

The LRUs and SRUs required to be interchangeable under this contract are the following:

MIDS JTRS LRUs:

Receiver Transmitter (RT)

Remote Power Supply (RPS)

MIDS JTRS SRUs:

Internal Power Supply (IPS)  
Main Chassis/Harness  
EMF Chassis/Harness  
European Master Chassis/Harness  
Black Core/COMSEC  
Red Processor/IO  
RFA/AIU/IPF  
L-16 Modem/Xcvr  
TACAN/GPS  
2-2000 Modem/Xcvr

Interchangeability is defined as the replacement of any LRU, SRU or any combination or permutation of LRUs and SRUs from a MIDS JTRS from vendor A into a MIDS JTRS from vendor B with no degradation of system, LRU or SRU performance.

3) Interchangeability among LRUs and SRUs of a single manufacturer

LRUs and SRUs delivered for Government acceptance shall be interchangeable with LRUs and SRUs previously accepted by the Government under this contract, within the limits of the previous Functional and Allocated baselines.

4) Vendor to Vendor Interchangeability

All LRUs and SRUs manufactured under this contract shall be interchangeable with the LRUs and SRUs produced by all other MIDS JTRS contractors. The contractor shall be responsible for any and all retrofit activities resulting from contractor testing of vendor-to-vendor interchangeability or Government verification of vendor-to-vendor interchangeability.

5) Interchangeability with MIDS LVT R/T.

The MIDS JTRS R/T procured and repaired under this contract shall be one-way interchangeable (i.e. backward compatible) with the MIDS LVT R/T. Interchangeability with the MIDS LVT R/T is defined as the replacement of the MIDS LVT R/T with MIDS JTRS R/T that results in no degradation of performance and that requires no changes to any of the MIDS LVT legacy host platforms.”

**11. SECTION E:** Clause E-2, HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FEB 99) (FAR 52.246-11), is changed to add the following applicability statement: “Applicable to all CLINs except for the 3000-series CLINs.”

**12. SECTION E:** The following Clause E-2.1, HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FEB 99) (FAR 52.246-11) is incorporated in the RFP:

E-2.1 HIGHER LEVEL QUALITY REQUIREMENT (FEB 1999) (FAR 52.246-11) (APPLICABLE TO ALL MIDS JTRS CLINS, i.e. 3000-series CLINS)

The Contractor shall comply with the higher level quality standards listed below:

- ISO 9001, 15 December 2000
- AQAP 2110, Edition 1 of June 2003

**13. SECTION E:** Clause E-3, INSPECTION AND ACCEPTANCE – ORIGIN, is changed to be applicable to CLINs 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, and 3016 in addition to the other CLINs already listed. CLIN 3003 is deleted from the list of applicable CLINs as it is currently “reserved” in Section B.

**14. SECTION E:** Clause E-4, INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS, is changed to be applicable to CLINs 3007, 3017, 3018, 3019, 3020, 3021, and 3022 in addition to the other CLINs already listed.

**15. SECTION E:** Clause E-5, INSPECTION AND ACCEPTANCE – DESTINATION, is changed to be applicable to CLIN 3007, 3017, 3018, 3019, 3020, 3021, and 3022 in addition to the other CLINs already listed.

**16. SECTION F:** Clause F-2, PERIODS OF PERFORMANCE FOR ORDERING AND ORDERS, is changed to incorporate a new period for CLIN 3001 and to incorporate CLINs 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, and 3022 as follows:

<u>CLIN(S)</u>	<u>PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS</u>
3001	FROM 15 APRIL 2005 THROUGH 30 SEPTEMBER 2005
3006	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THREE YEARS THEREAFTER
3007	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3008	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3009	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3010	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF GOVERNMENT FAQT
3011	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3012	UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN
3013	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3014	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3015	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF CONTRACTOR FAQT
3016	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3017	FROM 15 APRIL 2005 THROUGH 30 SEPTEMBER 2005
3018	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3019	UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN
3020	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3021	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF CONTRACTOR FAQT
3022	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT

**17. SECTION F:** Clause F-3, TIME AND PLACE OF DELIVERY – F.O.B. ORIGIN, is changed to incorporate CLINs 3011 and 3015 as follows:

<u>ITEMS</u>	<u>QTY/UNIT</u>	<u>DELIVERY SCHEDULE/PERIOD OF PERFORMANCE</u>
3011	1 LOT	IAW D.O.
3015	1 LOT	IAW D.O.

**18. SECTION F:** Note “\*\*\*” of Clause F-3, TIME AND PLACE OF DELIVERY – F.O.B. ORIGIN, is changed to read: “The Government’s decision to order this CLIN does not relieve the contractor of its obligations to comply with the delivery schedule for CLIN 3000 identified in Clause F-4.”

**19. SECTION F:** Clause F-4, TIME AND PLACE OF DELIVERY – F.O. B. DESTINATION, is changed to incorporate CLINs 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, and 3022 as follows:

<u>ITEM(S)</u>	<u>DESTINATION</u>	<u>QUANTITY</u>	<u>DELIVERY SCHEDULE/PERIOD OF PERFORMANCE</u>
3006	IAW D.O.	1 LOT	IAW D.O.
3007	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3008	IAW D.O.	1 LOT	IAW D.O.
3009	IAW D.O.	1 LOT	IAW D.O.
3010	IAW D.O.	1 LOT	IAW D.O.
3012	IAW D.O.	1 LOT	IAW D.O.
3013	IAW D.O.	1 LOT	IAW D.O.
3014	IAW D.O.	1 LOT	IAW D.O.
3016	IAW D.O.	1 LOT	IAW D.O.
3017	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3018	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3019	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3020	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3021	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3022	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J

**20. SECTION F:** Clause F-4, TIME AND PLACE OF DELIVERY – F.O.B. DESTINATION, notes “\*” and “\*\*” are changed in their entirety as follows:

“\* The detailed delivery schedule is as follows:

<u>US Terminals</u>	<u>Thales-Delivered European Terminals</u>
2 at 26 MADO	2 at 26 MADO
2 at 27 MADO	2 at 27 MADO
3 at 28 MADO	3 at 28 MADO
3 at 29 MADO	4 at 29 MADO
	4 at 30 MADO
	1 at 31 MADO
<u>Marconi-Delivered European Terminals</u>	
2 at 26 MADO	
2 at 27 MADO	
3 at 28 MADO	
4 at 29 MADO”	

“\*\* All deliveries shall be completed NLT 23 months after delivery order award. These terminals shall be delivered at a rate of 5 terminals per month.”

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**21. SECTION G:** Clause G-1, 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE), is changed to be applicable to CLINs 3009 and 3012 in addition to the other CLINs already listed. CLIN 3003 is deleted from the list of applicable CLINs as it is currently “reserved” in Section B.

**22. SECTION G:** Clause G-2, SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) ALT I, is changed to be applicable to CLINs 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016 in addition to the other CLINs listed.

**23. SECTION G:** Clause G-7, PROGRESS PAYMENTS INVOICING INSTRUCTION, is changed to be applicable to CLINs 3009 and 3012 in addition to CLIN 3001. CLIN 3003 is deleted from the list of applicable CLINs as it is currently “reserved” in Section B.

**24. SECTION G:** Clause G-8, TYPE OF CONTRACT, is changed to include CLINs 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3106, 3017, 3018, 3019, 3020, 3021, and 3022 as follows:

<u>CLIN</u>	<u>Contract Type by CLIN</u>	<u>Type of Contract Instrument (see DFARS 204.7003(a)(3))</u>
3006	Cost Plus Fixed Fee	D
3007	Not Separately Priced	D
3008	Cost Plus Fixed Fee	D
3009	Firm Fixed Price	D
3010	Cost Plus Fixed Fee	D
3011	Cost Plus Fixed Fee	D
3012	Firm Fixed Price	D
3013	Cost Plus Incentive Fee	D
3014	Cost Plus Fixed Fee	D
3015	Cost Plus Fixed Fee	D
3016	Cost Plus Fixed Fee	D
3017	Not Separately Priced	D
3018	Not Separately Priced	D
3019	Not Separately Priced	D
3020	Not Separately Priced	D
3021	Not Separately Priced	D
3022	Not Separately Priced	D

**25. SECTION H:** Clause H-2, INDEFINITE QUANTITY, is changed to incorporate CLINs 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, and 3022 as follows:

<u>CLIN (Including any SLINs Thereunder)</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
3006	0	1 LOT
3007	0	1 LOT
3008	0	1 LOT
3009	0	1 LOT
3010	0	1 LOT
3011	0	1 LOT
3012	0	1 LOT
3013	0	1 LOT
3014	0	1 LOT
3015	0	1 LOT
3016	0	1 LOT
3017	0	1 LOT

3018	0	1 LOT
3019	0	1 LOT
3020	0	1 LOT
3021	0	1 LOT
3022	0	1 LOT

**26. SECTION H:** Clause H-3, TYPES OF TASK OR DELIVERY ORDERS, is changed in its entirety to read:

“H-3 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract: (a) Firm-Fixed-Price under CLINs 0001 through 0706, 1000-1001, 1100, 1101, 1200, 1201, 2700-2901, 3001, 3004, 3009, 3012, 3017\*, and 3019\*; (b) Cost-Plus-Fixed-Fee under CLINs 0900-0901, 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016, 3021\*\*, and 3022\*\*; (c) Cost-Plus-Incentive-Fee under CLIN 3000, 3002\*\*\*, 3007\*\*\*, and 3013, ; and (d) Cost-Plus-No-Fee under CLIN 0902, 1102, and 1202.

\*CLINs 3017, 3018, and 3019 are not separately priced; these CLINs are included in the Firm Fixed Price for CLINs 3001, 3009, and 3012 respectively.

\*\*CLINs 3021 and 3022 are not separately priced; these CLINs are included in the Cost Plus Fixed Fee of CLINs 3015 and 3016 respectively.

\*\*\*CLINs 3002, 3007 are not separately priced; these CLINs are included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3000. CLIN 3020 is not separately priced; this CLIN is included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3013.”

**27. SECTION H:** Clause H-5, CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS, is changed to be applicable to CLINs 3007, 3017, 3018, 3019, 3020, 3021, and 3022 in addition to the other CLINs listed.

**28. SECTION H:** Clause H-7, LIMITATION OF LIABILITY – HIGH VALUE ITEMS, is not deleted from the contract by this RFP and is applicable to the first articles delivered under CLIN 3000 and 3013, and to CLIN 3001 in addition to the other CLINs listed.

**29. SECTION H:** Clause H-10, SEGREGATION OF COSTS, is changed to be applicable to CLINs 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016 in addition to the other CLINs listed.

**30. SECTION H:** Clause H-17, COMMUNICATIONS SECURITY (COMSEC) APPROVAL FOR USE, is changed to reflect the following applicability:

“(APPLICABLE TO ALL MIDS LVTs AND MIDS JTRS DELIVERED UNDER THIS CONTACT)”

**31. SECTION H:** Clause H-17.2, INFORMATION SECURITY (INFOSEC) APPROVAL FOR USE, is changed in its entirety as follows:

“H-17.2 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY THALES)

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the Thales MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

CELAR  
Boite Postale 7  
35998 Rennes Armees”

**32. SECTION H:** Clause H-17.3, INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY MARCONI), is added to the solicitation as follows:

“(NEW CLAUSE)

H-17.3 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY MARCONI)

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the Marconi MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma  
Italy”

**33. SECTION H:** Clause H-23.2, FIRST ARTICLE APPROVAL, is changed in its entirety as follows:

H-23.2 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3000)

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

(1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 (“Airworthiness Certification”),

(2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 (“Electromagnetic Compatibility (EMC) Features Approval”),

(3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 (“Communications Security (COMSEC) Approval for Use”),

(4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.

(5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.

(6) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.

(7) The contractor’s First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).

(8) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the

approval, disapproval or conditional approval of the contractor's First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

**(b) Disposition of First Articles After First Article Approval.**

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

**(c) Contractor Testing of First Articles.**

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

**(d) Government Testing of First Articles.**

(1) The Contractor shall submit 2 US Main and 2 European Main MIDS JTRS of the MIDS JTRS terminals under CLIN 3000 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3000 to the following addresses:

**For the 2 US and 1 of the 2 European Terminals:**

Commanding Officer  
Attention: COMSEC Custodian  
SPAWAR Systems Center – San Diego  
Code D03531  
49590 Lassing Road  
Bldg. 1, Rm. A206  
San Diego, CA 92152-6121  
COMSEC Account #/UIC

**For 1 of the 2 THALES Terminals:**

CELAR (for INFOSEC testing)  
35998 Rennes Armees  
France

**For 1 of the 2 MARCONI Terminals:**

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma

Italy

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 4 Main MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(e) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if:(1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.

Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

- (1) The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.
- (2) The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.
- (3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative

of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

**34. SECTION H:** Clause H-26, 5252.245-9200 GOVERNMENT FURNISHED MATERIAL, is changed to delete "18MADO" for Have Quick WF, UHF DAMA WF, EPLRS WF, EPLRS WF, and WNW WF. "18 MADO" is replaced by the following note: "\* As applicable, these waveforms will be provided to the contractor upon award of any delivery order(s) for CLIN 3008."

**35. SECTION H:** Clause H-38, DELIVERY ORDER LIMITATIONS OF COST/FUNDS, is changed to be applicable to CLINs 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016 in addition to the other CLINs listed.

**36. SECTION I:** Clause 52.246-24, LIMITATION OF LIABILITY – HIGH VALUE END ITEMS, is added to Section I, Clause I-1, CLAUSES INCORPORATED BY REFERENCE, applicable to CLINs 0001, 0003, 0100, 0200, 0300, 0400, 0500, 0600, 0800, 3000, 3001, and 3013.

**37. SECTION I:** Clause 52.246-7001, WARRANTY OF DATA, which is incorporated by reference in Section I is changed to be applicable to CLINs 3007, 3017, 3018, 3019, 3020, 3021, and 3022 in addition to the other CLINs listed.

**38. SECTION I:** Clause I-3, INDEFINITE QUANTITY, paragraph (d) is changed to include CLINs 3006 through 3022 as follows:

"(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after twenty-eight (28) months beyond the respective ordering periods for CLINs 0100-0652, thirty (30) months beyond the respective ordering periods for CLINs 0900-0905, and 12 months beyond the respective ordering periods for CLINs 3000-3022."

**39. SECTION I:** Clause I-13, 5.216-10 INCENTIVE FEE, paragraph (e)(1) is changed as follows and note "\*" is added at the bottom of the clause:

"(e) *Fee payable.* (1) The fee payable under this contract shall be the target fee increased by 80 cents for every dollar that the total allowable cost is less than the target cost or decreased by 60 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than Y%\* of the

target cost plus \$TBD\* for schedule incentive fees in accordance with Clause B-5 of this contract or less than zero percent of the target cost.”

“\* The maximum fee earnable and the total amount of schedule fee earnable shall be negotiated and included in the delivery order for CLIN 3000.”

**40. SECTION L:** Provision L-14, ESTIMATED EFFECTIVE AWARD DATE, is changed to read:

“For proposal purposes the estimated effective date of contract award is 30 May 2004.”

**41. SECTION L:** Provision L-20, TECHNICAL DATA AND COMPUTER SOFTWARE RIGHTS, the first sentence of paragraph (b) is deleted and the second sentence is changed to read:

“(b) The Government assumes that an offeror need not use any technical data or computer software developed completely at private expense to perform this contract. “

**42. SECTION L:** Provision L-23, CONTENT OF VOLUME II PRICE/COST PROPOSAL, is changed in its entirety as follows:

“L-23. CONTENT OF VOLUME II PRICE/COST PROPOSAL

This volume shall contain cost/price information only. The guidelines and requirements in this section are provided to (1) aid the offeror in preparing its cost/price volume, and (2) aid the Government in reviewing and evaluating the offeror’s cost/price volume. The Government’s intent is to provide instructions that will allow the offeror to develop clear, concise and comprehensible proposals and to minimize data requests by the Government during the evaluation process.

Data contained in the cost/price proposal shall be consistent with data contained in the Technical and Management Sections of the offeror’s proposal.

**L23-1.1 General Information**

On the first page of this section, the Offeror shall state that the Cost Proposal has been prepared completely in accordance with the terms and conditions of the solicitation. However, if the Offeror takes any exceptions to the terms and conditions of the solicitation, these exceptions shall be clearly set forth in the cover letter and shall be explained by the Offeror with the understanding that such exceptions may not be acceptable to the Government.

The Offeror shall state the beginning and end of its fiscal year for the purposes of cost estimating.

It is the Government’s intention to award a first delivery order for the MIDS JTRS Phase 2B concurrently with the modification to the MIDS production contract(s) that will incorporate the changes described in this solicitation. This delivery order will most likely include all of the effort under CLINs 3000, 3002, and 3012. A delivery order for CLINs 3001, 3004 through 3011, and 3013 through 3022 may be placed at a later date in accordance with the terms of the contract and the changes to the contract presented in this solicitation.

The 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 this provision. For example, the subcontractors’ cost proposal must utilize the common CWBS requirements outlined below and the various Templates at the end of this Section L. Subcontractor cost proposals may be submitted directly to the Government. All cost proposals from the subcontractors specified in Provision L-24, below, should be priced in the European euro. Any reference to the subcontractor amounts in the prime offeror’s proposal shall be in US dollars. The prime offeror shall use the euro/dollar conversion rate stipulated in Clause H-59 to compute a US dollar amount for subcontractor proposals.

In the preparation of its proposal the offeror should assume that the one post-award conference and nine program management reviews (PMRs) required by the Statement of Work will rotate among the two US prime contractors and each of the four European subcontractors specified in Provision L-24, below. Therefore, one of the prime contractors should host the post award conference and both of the prime contractors should split the hosting of 5 of the PMRs. Each of the subcontractors specified in Provision L-24, below, should host one PMR. It is the responsibility of the offerors to ensure that they and their subcontractors coordinate the locations of all of the PMRs so that all proposals received by the Government are consistent between each of the two offerors.

**L23-1.2 Proposed Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee or Prices (CLINs 3000, 3001, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, and 3017 through 3022)**

Offerors shall complete Section B and provide it in this volume. This Section B shall include:

- (a) A definitive estimated cost and target fee for CLINs 3000\*\*\*
- (b) a not-to-exceed unit price amount for sub-CLIN 3001AA\*;
- (c) an estimated unit price amount for sub-CLIN 3001AB\*;
- (d) definitive firm fixed prices for each CDRL item identified in Table 3 of Section B (CLIN 3004);
- (e) A definitive cost-plus-fixed-fee for CLIN 3005\*\*
- (f) an estimated cost-plus-fixed-fee for CLIN 3006\*\*\*\*;
- (g) an estimated cost-plus-fixed-fee for CLINs 3008, 3010, 3011, 3014, 3015, and 3016; an estimated firm fixed price for CLIN 3009; and an estimated cost-plus-incentive-fee arrangement for CLIN 3013. \*\*\*\*
- (h) A definitive firm fixed price for CLIN 3012

\*A price for subCLINs 3001AA and 3001AB will be negotiated under individual delivery order(s). The price for sub-CLIN 3001AA shall not exceed the unit price provided by the offeror in response to this RFP (see L23-1.2(b)). The Government estimates that a request for proposal for subCLIN 3001AA will be sent to the offeror on or about the end of February 2005 so that a definitive price may be negotiated. The Government estimates that any award of subCLIN 3001AA will be on or about 30 June 2005. For sub-CLIN 3001AB the offeror should provide an estimated unit price for informational purposes.

\*\* If the Government does not provide the Computer Software Operating environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., CLIN 3005 may be ordered. In pricing this CLIN the contractor should assume that the period of performance for CLIN 3005 may begin any time from the date of award of CLIN 3000 and 6 months thereafter and shall be completed by the start of contractor FAQT.

\*\*\* The prime offeror that subcontracts with Thales shall provide two proposal amounts for CLIN 3000 based on the following two quantity scenarios:

- (1) US: 10 first articles  
Thales: 16 first articles
- (2) US: 7 first articles  
Thales: 8 first articles

The prime offeror that subcontracts with Marconi shall provide two proposal amounts for CLIN 3000 based on the following two quantity scenarios:

- (1) US: 10 first articles  
Marconi: 11 first articles

- (2) US: 7 first articles  
Marconi: 11 first articles

\*\*\*\* A definitive cost-plus-fixed-fee, firm fixed price, or estimated cost-plus-incentive-fee arrangement will be negotiated under individual delivery orders as applicable for these CLINs. The offeror should provide estimates for informational purposes. Please see Clause F-2 for the period for issuing orders. For CLIN 3013, the offeror shall assume the following FAQT quantities:

The prime offeror that subcontracts with Thales shall provide two proposal amounts for CLIN 3013 based on the following two quantity scenarios:

- (3) US: 5 first articles  
Thales: 3 first articles
- (4) US: 3 first articles  
Thales: 3 first articles

The prime offeror that subcontracts with Marconi shall provide two proposal amounts for CLIN 3013 based on the following two quantity scenarios:

- (3) US: 5 first articles  
Marconi: 4 first articles
- (4) US: 3 first articles  
Marconi: 4 first articles

Please note that CLINs 3002, 3007, 3017, 3018, 3019, 3020, 3021, and 3022 are not separately priced. All cost and fee associated with CLIN 3002 and CLIN 3007 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3000. All cost and profit associated with CLIN 3017 shall be included in the firm-fixed-price for CLIN 3001. All cost and profit associated with CLIN 3018 shall be included in the firm-fixed-price for CLIN 3009. All cost and profit associated with CLIN 3019 shall be included in the firm-fixed-price for CLIN 3012. All cost and fee associated with CLIN 3020 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3013. All cost and fee associated with CLIN 3021 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3015. All cost and fee associated with CLIN 3022 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3016.

### **L23-1.3 Proposed Cost**

#### **L-23.1.3.1 CWBS (CLINs 3000, 3002, 3005, and 3012)**

SPREADSHEET FORMAT A: The Offeror shall provide a breakdown of cost for Contract Line Item Numbers (CLINs) 3000, 3002, and 3005 by cost element (see L-23.1.3.3, Cost Elements, below) in accordance with a Contract Work Breakdown Structure (CWBS) that is common among the participating MIDS JTRS Phase 2B vendors. The format for this spreadsheet shall be in accordance with Template A, Total Cost by CWBS and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing.

The Offeror shall work with the other MIDS JTRS Phase 2B vendor(s) to define a common CWBS. An example CWBS that may be used as a starting point for this discussion between the MIDS JTRS Phase 2B vendors is at the end of this Section L. At a minimum, the Government would like the final, common CWBS to include the elements contained in the provided example CWBS. The offeror, in conjunction with the other MIDS JTRS Phase 2B vendor(s), may make changes to the structure of this CWBS example or make additions to this CWBS example as needed to meet an essential requirement of the RFP or to enhance the effectiveness of the Contract CWBS in satisfying program objectives. Contractors are expected to extend the CWBS to the appropriate level - the level that satisfies the critical visibility requirements and does not overburden the management control system. Although there may not be a one-to-one relationship,

the relationship of the CWBS elements to the statement of work tasks, the specifications, and the contract line items should be clearly traceable.

**L-23.1.3.2 BASES OF ESTIMATE (CLINs 3000, 3002, 3005 and 3012)**

For each lowest-level WBS element to be performed by the Offeror in accordance with the common CWBS structure defined by the MIDS JTRS Phase 2B vendor(s), the offeror shall provide a basis of estimate that includes, at a minimum, the following information:

- (a) Company Name
- (b) CWBS Title
- (c) CWBS Number
- (d) CLIN Number
- (e) Labor Category, including associated Labor Category code, if applicable
- (f) Hours per Labor Category
- (g) Subcontracts
- (h) Travel
- (i) Other Direct Costs
- (j) Duration of Task
- (k) CWBS Task Definition

A complete rationale for each cost element listed above (e through i) and the proposed task duration (j) shall be included in the bases of estimate. If the Offeror proposes any subcontracts within the Offeror’s BOE (i.e. if, in the case of a minor subcontractor, a separate cost proposal by CWBS element is not provided by the subcontractor), the Offeror shall name the subcontractor and provide the subcontractor’s cost or price and, if appropriate, cost evaluation of that subcontractor’s price. Any BOE that lists a subcontractor shall have the proposed subcontractor’s proposed cost or price quotation attached. Any travel proposed shall describe the purpose of the trip, the trip destination, the duration of the trip, the number of people travelling, the proposed cost of airfare, the proposed cost of per diem, and the proposed cost of lodging. Any other direct costs proposed shall include a complete description and rationale for those costs. In short, all cost elements described within the BOE shall be fully described and supported by the Offeror in the BOE.

**L-23.1.3.3 COST ELEMENTS (CLINs 3000, 3002, 3005 and 3012)**

SPREADSHEET FORMAT B: The Offeror shall provide a separate spreadsheet for each CLIN that delineates a total breakdown by the following cost elements, as applicable, and for each month of performance. The format for this spreadsheet shall be in accordance with Template B, Total Cost by CLIN and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing. A roll-up summary of this spreadsheet shall also be provided at the CLIN Level in accordance with Template C, which is at the end of this Section L. Again, the Offeror may tailor this template if certain cost elements are extraneous or missing.

- o (1) Direct Materials – Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g., engineering estimate, vendor quotation, catalog item). Provide a detailed Bill of Material (BOM) showing piece parts, quantities, unit prices and extended prices by WBS. Also provide a summary BOM in descending extended price order. The format for this information is provided below.

WBS#	WBS Element	Unit of Measure	Vendor	Basis of Price	Sole Source/Comp	Qty/Unit	Unit Price	Total Qty	Total Recurring	Total Non-Recurring	Total Extended Cost

- (2) Material Overhead – If applicable and in accordance with the Offeror’s normal accounting procedures, identify the material overhead rate(s) and total material overhead amount being proposed and identify the cost elements to which the material overhead rate is applied.
- (2) Direct Labor – Identify the various labor categories required/intended for use under this contract (e.g. Sr. Engineer, Jr. Engineer). Include the labor category code assigned by the Offeror, if applicable, the number of labor hours and total cost for each labor category proposed.
- (3) Fringe Benefits – If applicable and in accordance with the Offeror’s normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements to which the fringe benefit rate is applied.
- (4) Overhead – Identify the current and projected overhead rate(s) and total overhead cost being proposed and identify the various cost elements to which overhead is applied.
- (5) Other –
  - (i) Direct Cost – Identify any other direct cost elements being proposed which are not included above but are applicable to your cost volume (e.g., royalties, Special Tooling, Material, Travel, Computer Usage). The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror’s approved cost accounting practices as disclosed in the Offeror’s CAS Disclosure Statement.
  - (ii) Indirect Cost – Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of validity of any such agreement.
- (6) General and Administrative Expense – Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements to which the G&A is being applied.
- (7) Fee – Identify the fixed fee rate, total fixed fee, and the cost elements to which the fee is applied.
- (8) Facilities Capital Cost of Money (FCCM) – If the Offeror proposes FCCM, the Offeror shall submit with its proposal a completed DD Form 1861 “Contract Facilities Capital and Cost of Money” with supporting documentation.

#### **L-23.1.3.4 Offeror Support for Asserting Data and Software Restrictions and Proposed Prices**

If the offeror identifies in its completed Section K clause entitled “Identification and Assertion of Use, Release, or Disclosure Restrictions” (DFARS 252.227-7017) that it will deliver any of the CDRLS listed in Section B, Table 3 with less than Unlimited Rights, the offeror shall fully support: 1) its rationale for asserting the identified restrictions, and 2) its rationale for any price other than “\$0” proposed in Section B, Table 3 Section B. This section should be sufficiently detailed to provide the Government with a complete understanding of the circumstances that led the contractor to assert that other than unlimited rights will be provided to the Government, and that led the contractor to propose any price other than “0”. To explain its

asserted restrictions and/or proposed prices, the offeror shall describe and disclose amounts of any IR&D funding or other contractor funding invested, or any other factors that support the asserted restrictions and/or proposed prices.

**L-23.1.3.5** In addition to the above requirements, the Offeror may provide other type of cost data or formats that would aid in the evaluation of its proposal.”

**43. SECTION L:** Provision L-24, REQUIRED SUBCONTRACTING ARRANGEMENTS, the last sentence of this clause states: “The prime offerors shall submit with their proposal all signed Teaming Agreements with the European subcontractors listed in this clause.” This sentence is hereby removed from the provision.

**44. STATEMENT OF WORK (SOW):** The SOW entitled “STATEMENT OF WORK PHASE 2B DEVELOPMENT MIDS JOINT TACTICAL RADIO SYSTEM, 25 November 2003, Revision P” is replaced in its entirety with the attached SOW entitled “STATEMENT OF WORK PHASE 2B DEVELOPMENT MIDS JOINT TACTICAL RADIO SYSTEM, 5 March 2004, Revision U.” (Please note that there were three Government-internal working revisions, “Q,” “R,” “S,” and “T” between the SOW version “P” released with the RFP and this SOW version “U” incorporated by this amendment.)

**45. Exhibit J Data Items:** The following data items are deleted from Exhibit J of the RFP:

<u>Data Item</u>	<u>Description</u>
JA04	Program Unique Specification Document – Item Detail Specifications (Subtitle)
JA09	System Safety Program Plan
JA0A	System Safety Hazard Analysis Report
JA0C	Reliability And Maintainability Program Plan
JA0D	Parts Management Plan
JA0E	Reliability Block Diagrams & Mathematical Models Report
JA0G	Failure Modes, Effects, and Criticality Analysis Report
JA0H	Failure Analysis and Corrective Action Report
JA0L	BIT Development Study (Subtitle)
JA0N	Structural Analysis Report (Subtitle)
JA0P	Thermal Design Analysis (Subtitle)
JA0S	Design Producibility Analysis Report (Subtitle)
JA0X	Sizing and Timing Analysis
JA10	Software User Manual
JA11	Software Programmers Guide
JA12	Nuclear Survivability Program Plan
JA13	Nuclear Survivability Design Parameters Report
JA14	Nuclear Survivability Test Plan
JA15	Nuclear Survivability Test Report
JA16	Nuclear Survivability Assurance Plan
JA17	Nuclear Hardness and Survivability Design Analysis Report
JB01	Test Plan – System Test Plan (Subtitle)
JB02	Test Plan – Qualification Test Plan (Subtitle)
JB06	Software Test Plan Software Formal Qualification Test Plan (Subtitle)
JB07	Software Test Description
JB08	Software Test Report
JB09	Test Plan – Qualification Interchangeability Test Plan (Subtitle)
JC0A	Investigation Requests (IR)
JC0B	Configuration Audit Summary Report
JC0F	Configuration Audit Summary Report
JD08	Conference Agenda
JE03	Contractor Database
JE04	Logistic Support Analysis Plan

JE05	LSAR Data Table Exchange/Delivery
JE06	Provisioning Lists (Subtitle)
JG01	Quality System Plan
JG02	Material Improvement Program
JH01	Interchangeability Test Plan
JH02	Interchangeability Test Procedure
JH03	Interchangeability Test Report
JJ01	Conceptual Design Drawings and Associated Lists
JJ02	Developmental Design Drawings and Associated Lists

In order to maintain a conformed copy of the RFP replacement pages are provided as follows and attached hereto for the changes noted in paragraphs (1) through (45) above.

<u>RFP Page Number</u>	<u>Replace with page # or Version (attached hereto)</u>	<u>Description of Change</u>
B-1 through B-8	B-1 through B-10	See paragraphs 1-8 above
C-1 through C-5	C-1 through C-5	See paragraphs 9-10 above
E-1 through E-4	E-1 through E-4	See paragraphs 11-15 above
F-1 through F-4	F-1 through F-5	See paragraphs 16-20 above
G-1 through G-4	G-1 through G-4	See paragraphs 21-24 above
H-3 through H-20	H-3 through H-20	See paragraphs 25-35 above
I-4, I-7, I-9, I-10	I-4, I-7, I-9, I-10	See paragraphs 36-39 above
L-5, L-6, L-12 through L-19	L-5, L-6, L-12 through L-20	See paragraphs 40-43 above
SOW Revision P	SOW Revision U	See paragraph 44 above
Phase 2B CDRL List	Phase 2B CDRL List	See paragraph 45 above
Phase 2B CDRLs	Phase 2B CDRLs	See paragraph 45 above

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**

Amendment 0006

**ADD THE FOLLOWING CONTRACT LINE ITEMS (CLINs) AND SUB-CONTRACT LINE ITEMS (SLINs) TO SECTION B:**

The following CLINs and SLINs may be ordered under individual delivery orders under this contract:

CLIN/SLIN	Contract Type	Description	Unit of Issue	Total Price or Ceiling Amount	Notes
3000	CPIF	Design, Development, and Qualification of Multifunctional Information Distribution System Joint Tactical Radio System (MIDS JTRS) Main Terminal, including first articles	1 LO	\$	(a) (e) (g) (h)
3000AA		UNITED STATES (US)		\$	
3000AB		FRANCE		\$	
3000AC		ITALY		\$	
3000AD		SPAIN		\$	
3000AE		GERMANY		\$	
3001	FFP	Fabrication, Assembly, Acceptance Testing, and Delivery of MIDS JTRS (US)			(a)
3001AA	FFP	"Main" Configuration	20 EA	\$NTE	(a) (j)
3001AB	FFP	"Expanded Modular Functionality (EMF)" Configuration	5 EA	\$TBD	(a) (l) (m)
3002	NSP	Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – excluding Data Items JA0J, JA0K, JA0Q, JC0G, and JF01	1 LO	\$ Not Separately Priced (NSP)	(a) (n)
3003		RESERVED			
3004	FFP	Technical Data Rights, Computer Software Rights, and Computer Software Documentation Rights	1 LO	\$See table 3	(a)
3005	CPFF	Design, Development, and Qualification of MIDS JTRS Computer Software Operating Environment	1 LO	\$	(a) (f) (h)
3005AA		US		\$	
3005AB		FRANCE		\$	
3005AC		ITALY		\$	
3005AD		SPAIN		\$	
3005AE		GERMANY		\$	
3006	CPFF	Pre-operational Support	1 LO	\$TBD	(a) (l)
3007	NSP	Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Item JC0G only	1 LO	\$NSP	(a) (i)
3008	CPFF	Additional Waveform Porting	1 LO	\$TBD	(a) (k) (l)
3009	FFP	Support Software IAW Attachment Y, paragraph 3.2.8.3.2.1	1 LO	\$TBD	(a) (l)

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**

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3010	CPFF	Government FAQT Support IAW Attachment Y, paragraph 3.3.1.2.1	1 LO	\$TBD	(a) (l)
3011	CPFF	Investigation Requests for Functional and Allocated Baseline Changes IAW Attachment Y, paragraph 3.4.1.2.5	1 LO	\$TBD	(a) (l)
3012	FFP	Telecommunications Security Maintenance Training and Manuals IAW Attachment Y, paragraph 3.6.5	1 LO	\$	(a)
3013	CPIF	Design, Development, and Qualification of Multifunctional Information Distribution System Joint Tactical Radio System (MIDS JTRS) Expanded Modular Functionality (EMF) Terminal, including first articles	1 LO	\$TBD	(a) (l) (h)
3013AA		US			
3013AB		FRANCE			
3013AC		ITALY			
3013AD		SPAIN			
3013AE		GERMANY			
3014	CPFF	Engineering Services to support national waveform porting IAW Attachment Y, paragraph 3.2.3.2.6	1 LO	\$TBD	(a) (l)
3015	CPFF	Reliability Growth Test (RGT) program IAW Attachment Y, paragraph 3.2.3.8(c)	1 LO	\$TBD	(a) (l)
3016	CPFF	Thermal Survey IAW Attachment Y, paragraph 3.2.5	1 LO	\$TBD	(a) (l)
3017	NSP	Data for CLIN 3001 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Item JF01 only	1 LO	NSP	(a)
3018	NSP	Data for CLIN 3009 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA0Y and JA0Z only	1 LO	NSP	(a) (n)
3019	NSP	Data for CLIN 3012 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JS0H and JS0J only	1 LO	NSP	(a) (n)
3020	NSP	Data for CLIN 3013 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA02, JB03, and JB04 only	1 LO	NSP	(a) (n)
3021	NSP	Data for CLIN 3015 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA0J and JA0K only	1 LO	NSP	(a)

3022	NSP	Data for CLIN 3016 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Item JA0Q only	1 LO	NSP	(a)
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**Notes:**

**CHANGE THE “GENERAL NOTES” AS FOLLOWS:**

- (a) See Clause G-8 (“Type of Contract”) for a summary of the contract structure utilized for this effort. CLINs 0001 through 0708, 0800 & 0801, 1000, and 2700 through 2901, and CLINs 3001, 3004, 3009, and 3012 are firm-fixed-price requirements provided via an indefinite-delivery-indefinite-quantity (IDIQ) arrangement. CLINs 0900-0905 are for cost-reimbursement services provided via an IDIQ arrangement. CLINs 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016 are for cost plus fixed fee requirements provided via an IDIQ arrangement. CLINs 0CLINs 3000 and 3013 are cost-plus-incentive-fee requirements provided via an IDIQ arrangement. CLINs 3002 and 3007 are not separately priced provided via an IDIQ arrangement; the cost and fee associated with CLINs 3002 and 3007 are included in the cost-plus-incentive-fee amount for CLIN 3000. CLINs 3017-3022 are not separately priced provided via an IDIQ arrangement; the cost and profit associated with CLIN 3017 is included in the firm fixed price for CLIN 3001; the cost and profit associated with CLIN 3018 is included in the firm fixed price for CLIN 3009; the cost and profit associated with CLIN 3019 is included in the firm fixed price for CLIN 3012; cost and fee associated with CLIN 3020 is included in the cost plus incentive fee arrangement for CLIN 3013; the cost and fee associated with CLIN 3021 is included in the cost plus fixed fee of CLIN 3015; and the cost and fee associated with CLIN 3022 is included in the cost plus fixed fee of CLIN 3016.
- (b) This contract is for the procurement of MIDS-LVT(1), MIDS-LVT(2), and MIDS JTRS variants only. If the term "MIDS-LVT" is stated in this contract without a variant identification [e.g., MIDS-LVT(1) or MIDS-LVT(2)], then the term "MIDS-LVT" applies to both MIDS-LVT(1) and , MIDS-LVT(2) variants and all configurations under such variants.
- (c) No change to Note (c)
- (d) No change to Note (d)
- (e) The following Cost Plus Incentive Fee (CPIF) Arrangement and Schedule Incentive Fees are applicable to CLIN 3000:

TARGET COST	\$ TBD in delivery order
TARGET FEE (X% of Target Cost*)	\$ TBD in delivery order
COST PLUS INCENTIVE FEE	\$ TBD in delivery order

INCENTIVE ON COST	
INCENTIVE ON COST (NTE X% of Target Cost*)	\$ TBD in delivery order
MAXIMUM FEE (NTE Y% of Target Cost*)	\$ TBD in delivery order
MINIMUM FEE (NTE Z% of Target Cost*)	\$ TBD in delivery order

SHARE RATIO:	
Government Share Above Target	40%
Contractor Share Above Target	60%
Government Share Below Target	20%
Contractor Share Below Target	80%

INCENTIVE ON SCHEDULE (See Clause B-5)	NTE \$3,000,000 if all milestone events are met in accordance with Clause B-5
	Negative incentive of \$1,000,000 if all milestone events are late IAW Clause B-5

TOTAL FEE EARNABLE

Maximum Fee on Cost Incentive	Y% of Target Cost*
Incentive on Schedule	\$3,000,000
Total Fee Earnable	Y% of Target Cost* Plus \$3,000,000

\* The percentages for X, Y, and Z shall be negotiated and included in the delivery order for CLIN 3000.

(f) If the Government does not provide the Computer Software Operating Environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., this CLIN may be ordered. However, the Government reserves the right to order this CLIN anytime after contract award through 6 months thereafter.

(g) The prime contractor that subcontracts with Thales shall provide first article quantities as follows:

Prime Contractor: X first articles \*

Thales: Y first articles \*

The prime contractor that subcontracts with Marconi shall provide first article quantities as follows:

Prime Contractor: X first articles \*

Marconi: 11 first articles

\* The quantities for “X” and “Y” will be completed upon award. See Section L-23 for instructions on quantities that should be proposed for Thales and for each prime contractor.

(h) The CPIF arrangement described in this contract will be based on the total Cost Plus Target Fee at the CLIN-level for CLINs 3000 and 3013. The CPFF for CLIN 3005 shall be at the CLIN-level. Invoices for CLINs 3000, 3005, and 3013 shall be submitted at the sub-CLIN-level (i.e., Sub-CLINs 3000AA, 3005AA, and 3013AA for prime contractor invoices and US subcontractor invoices; Sub-CLIN 3000AB, 3005AB, and 3013AB for Thales invoices; Sub-CLIN 3000AC, 3005AC, and 3013AC for Marconi invoices; Sub-CLIN 3000AD, 3005AD, and 3013AD for INDRA invoices; and Sub-CLIN 3000AE, 3005AE, and 3013AE for EADS invoices).

(i) The technical data package may be ordered under CLIN 3007 only in conjunction with any associated technical data rights under CLIN 3004.

(j) The Not-to-Exceed (NTE) amount represents an estimated amount for this subCLIN that will not be exceeded if and when a definitive amount is negotiated for this subCLIN under a separate delivery order.

(k) This not-to-exceed (NTE) amount represents the total NTE estimated cost-plus-fixed-fee for the porting of the following waveforms into the MIDS JTRS terminal: Have Quick, UHF DAMA, EPLRS, WNW.

(l) To Be Determined (TBD) in the “Total Price or Ceiling Amount” indicates that the estimated ceiling cost or price will be negotiated before any delivery order may be issued against these CLINs.

(m) Sub-CLIN 3001AB will only be ordered if and after the Government orders CLIN 3013.

(n) Data items JA0Y and JA0Z may be ordered in support of CLIN 3000 and CLIN 3009. Data items JS0H and JS0J may be ordered in support of CLIN 3000 and CLIN 3012. Data items JA02, JB03, and JB04 may be ordered in support of CLIN 3000 and CLIN 3013.

**CHANGE TO EXISTING CLAUSE**

**B-3. 5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989) (Applicable to cost-plus-fixed-fee CLINs only)**

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled “Fixed Fee”, are as follows:

*[Contracting officer under “Items” insert the item numbers for which incremental funding is provided and under “Allotted to Fixed Fee” insert the amount of incremental funding allocated to fixed fee]*

<u>ITEM(S)</u>	<u>ALLOTTED TO FIXED FEE</u>
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_____*	_____*
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(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “Limitation of Funds” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

*[Contracting officer under “Items” insert the item numbers for which incremental funding is provided, under “Allotment of Cost” insert the amount of incremental funding allocated to total estimated cost, and under “Period of Performance” insert date by which funding expended]*

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
_____*	\$ _____*	_____*

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

\* To be completed on individual delivery orders as applicable.

**NEW CLAUSE**

**B-5. INCENTIVE ON SCHEDULE (Applicable to CLIN 3000)**

The contractor will receive fees in the below amounts if the following delivery events are achieved by the dates specified below. If the contractor does not meet the below delivery schedule for any one of these events, the contractor will not be eligible to receive any fee for that event. Events A, B, and C are independent. Therefore, if the contractor fails to meet one event, it will not preclude its eligibility to earn fee for meeting another event.

<u>Event</u>	<u>Date</u>	<u>Fee Amount</u>
A	4 M ADO	\$ 500K
B	13 M ADO	\$ 1.0M
C	24 M ADO	\$ 1.5M
D	24 M ADO	\$ To Be Determined
E	24 M ADO	\$ To Be Determined

**Event Definitions**

**Event A:** A complete allocated baseline is presented to the Government at PDR and delivered to the Government in accordance with CDRLs JA02, JA03, JA06, and JA07. In order for the contractor to be eligible for payment of this event, this complete allocated baseline presented at PDR must subsequently be authenticated by the Government. The Government will authenticate an allocated baseline that meets all of the requirements of the contract. In order to determine whether or not an allocated baseline can be authenticated, the Government will review the ABL submitted by industry for technical accuracy, completeness, format and consistency with the requirements of the contract. If the Government determines that the ABL as submitted meets all contract requirements, the Government will authenticate the ABL, and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the ABL as submitted does not meet all contract requirements, the

Government will formally provide comments to the contractor and the contractor will have no more than 30 days to re-submit a corrected and complete ABL to the Government. The Government will review the ABL re-submitted by the contractor. If the Government determines that the re-submitted ABL meets all contract requirements, the Government will authenticate the ABL and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the Allocated Baseline as re-submitted does not meet all requirements of the contract, the contractor will not be awarded the Event A incentive fee. At this point, the contractor will still be required under the contract to correct any deficiencies in the allocated baseline, but it will no longer be eligible for the Event A incentive fee.

**Event B:** Joint approval by all participating MIDS JTRS contractors (i.e., DLS, ViaSat, Thales, Marconi, Indra, EADS) that the product baseline is ready for release to manufacturing. This joint approval shall be in writing and submitted to the Government PCO on or before the date listed above.

**Event C:** All required U.S. test articles are provided to the U.S. Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

**Event D:** All required test articles are provided by Thales to the Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

**Event E:** All required test articles are provided by Marconi to the Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

If the contractor completes Event A later than 8 MADO, \$166,670 will be subtracted from the contractor’s total incentive fee on cost for CLIN 3000.

If the contractor completes Event B later than 17 MADO, \$333,330 will be subtracted from the contractor’s total incentive fee on cost for CLIN 3000.

If the contractor completes Event C later than 26 MADO, \$500,000 will be subtracted from the contractor’s total incentive fee on cost for CLIN 3000.

If the contractor completes Event D later than 26 MADO, \$To be Determined will be subtracted from the contractor’s total incentive fee on cost for CLIN 3000.

If the contractor completes Event E later than 26 MADO, \$To be Determined will be subtracted from the contractor’s total incentive fee on cost for CLIN 3000.

NOTE: In no event shall the contractor’s total fee under this contract be less than \$0.

*MADO = Months After Date of Order*

**NEW CLAUSE**

**B-6. 5252.232-9400 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)**

This \_\_\_\_\_\* is incrementally funded and the amount currently available for payment hereunder is limited to \$ \_\_\_\_\_\* inclusive of fee. It is estimated that these funds will cover the cost of performance through \_\_\_\_\_\*. Subject to the provisions of the FAR 52.232-22 “Limitation of Funds” clause of this contract, no legal liability on the part of the Government for payment in excess of \$ \_\_\_\_\_\* shall arise unless additional funds are made available and are incorporated as modifications to this contract.

\* To be completed in individual delivery orders as applicable.

**ADD TABLE****TABLE 3**

**Table 3** – This table identifies the prices for which the U.S. Government may acquire rights for itself and MIDS Participating Nations to all MIDS/JTRS technical data, noncommercial computer software, and computer software documentation applied or created during performance of this contract (CLIN 3004). If any of the technical data or computer software listed below is updated after it has been ordered under the contract, the Contractor shall deliver the rights to the updated technical data or computer software at no additional cost to the Government. The following symbol (“—”) indicates the U.S. Government is not entitled to purchase the technical data/computer software rights for itself and the MIDS Participating Nations associated with that CDRL. A \$0 (zero) indicates that the rights associated with that CDRL are available to the U.S. Government and the MIDS Participating Nations at no cost.

**TABLE 3 – TECHNICAL DATA AND COMPUTER SOFTWARE RIGHTS**

<u>CDRL</u>	<u>Description</u>	<u>Technical Data/ Computer Software Rights Classification</u>	<u>Price</u>
JA01	SYSTEM ENGINEERING MANAGEMENT PLAN (SEMP)	Unlimited	\$0
JA02	PROGRAM UNIQUE SPECIFICATION DOCUMENTS - ITEM PERFORMANCE SPECS (SUBTITLE)	Unlimited	\$0
JA03	SOFTWARE REQUIREMENTS SPECIFICATIONS	Unlimited	\$0
JA04	RESERVED		
JA05	SOFTWARE PRODUCT SPECIFICATIONS	Unlimited	\$0
JA06	INTERFACE CONTROL DOCUMENT (ICD) – INTERNAL ICD (SUBTITLE)	Unlimited	\$0
JA07	INTERFACE REQUIREMENTS SPECIFICATIONS	Unlimited	\$0
JA08	INTERFACE DESIGN DESCRIPTION – APPLICATION PROGRAM INTERFACE (SUBTITLE)	Unlimited	\$0
JA09	RESERVED		
JA0A	RESERVED		
JA0B	HAZARDOUS MATERIAL SUMMARY REPORT (SUBTITLE)	Unlimited	\$0
JA0C	RESERVED		
JA0D	RESERVED		
JA0E	RESERVED		
JA0F	RELIABILITY PREDICTIONS & DOCUMENTATION OF SUPPORTING DATA	Unlimited	\$0
JA0G	RESERVED		
JA0H	RESERVED		
JA0J	RELIABILITY TEST PLAN	Unlimited	\$0
JA0K	RELIABILITY DEVELOPMENT GROWTH TEST REPORT	Unlimited	\$0
JA0L	RESERVED		
JA0M	BIT REPORT (SUBTITLE)	Unlimited	\$0
JA0N	RESERVED		
JA0P	RESERVED		
JA0Q	THERMAL SURVEY REPORT	Unlimited	\$0

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**

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JA0R	ELECTROMAGNETIC INTERFERENCE CONTROL PROCEDURE	Unlimited	\$0
JA0S	RESERVED		
JA0T	RESERVED		
JA0U	SOFTWARE DEVELOPMENT PLAN	Unlimited	\$0
JA0V	RESERVED	Unlimited	\$0
JA0W	SOFTWARE DESIGN DESCRIPTION	Unlimited	\$0
JA0X	RESERVED		
JA0Y	COMPUTER SOFTWARE PRODUCT END ITEMS – SOFTWARE EXECUTABLES (SUBTITLE)	Offeror to Complete	\$Offeror to Complete
JA0Z	SOFTWARE VERSION DESCRIPTION (SVD)	Unlimited	\$0
JA10	RESERVED		
JA11	RESERVED		
JA12	RESERVED		
JA13	RESERVED		
JA14	RESERVED		
JA15	RESERVED		
JA16	RESERVED		
JA17	RESERVED		
JB01	RESERVED		
JB02	RESERVED		
JB03	TEST PROCEDURE - QUALIFICATION TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JB04	TEST/INSPECTION REPORT - QUALIFICATION TEST REPORT(SUBTITLE)	Unlimited	\$0
JB05	SCIENTIFIC AND TECHNICAL REPORT - FAQT ANALYSIS (SUBTITLE)	Unlimited	\$0
JB06	RESERVED		
JB07	RESERVED		
JB08	RESERVED		
JB09	RESERVED		
JB0A	TEST PROCEDURE – QUALIFICATION INTERCHANGEABILITY TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JB0B	TEST/INSPECTION REPORT – QUALIFICATION INTERCHANGEABILITY TEST REPORT (SUBTITLE)	Unlimited	\$0
JB0C	TEST PROCEDURES - EMC FEATURES TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JB0D	TEST/INSPECTION REPORT - EMC FEATURES TEST REPORT (SUBTITLE)	Unlimited	\$0
JC01	CONTRACTOR'S CONFIGURATION MANAGEMENT PLAN	Unlimited	\$0
JC02	BASELINE DESCRIPTION DOCUMENT	Unlimited	\$0
JC03	REFERENCE DESIGNATION ASSIGNMENT PLAN	Unlimited	\$0
JC04	REQUEST FOR NOMENCLATURE	Unlimited	\$0
JC05	ENGINEERING CHANGE PROPOSAL	Unlimited	\$0
JC06	NOTICE OF REVISION	Unlimited	\$0
JC07	REGRESSION VERIFICATION PROCEDURE (RVP)	Unlimited	\$0

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**

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	(SUBTITLE)		
JC08	REGRESSION VERIFICATION REPORT (RVR) (SUBTITLE)	Unlimited	\$0
JC09	REQUEST FOR DEVIATION	Unlimited	\$0
JC0A	RESERVED		
JC0B	RESERVED		
JC0C	CONFIGURATION MANGEMENT ACCOUNTING REPORT (SUBTITLE)	Unlimited	\$0
JC0D	AS-BUILT CONFIGURATION LIST (ABCL)	Unlimited	\$0
JC0E	DATA ACCESSION LIST	Unlimited	\$0
JC0F	RESERVED		
JC0G	TECHNICAL DATA PACKAGE	Offeror to Complete	\$Offeror to Complete
JD01	PROGRAM SCHEDULES	Unlimited	\$0
JD02	COST PERFORMANCE REPORT	Unlimited	\$0
JD03	CONTRACT FUNDS STATUS REPORT, (CFSR)	Unlimited	\$0
JD04	COST DATA SUMMARY REPORT, (DD FORM 1921)	Unlimited	\$0
JD05	FUNCTIONAL COST HOUR AND PROGRESS CURVE REPORT (DD FORM 1921-1)	Unlimited	\$0
JD06	RESERVED		
JD07	CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)	Unlimited	\$0
JD08	RESERVED		
JD09	PRESENTATION MATERIALS	Unlimited	\$0
JD0A	CONFERENCE MINUTES	Unlimited	\$0
JE01	INTEGRATED SUPPORT PLAN (ISP)	Unlimited	\$0
JE02	RESERVED		
JE03	RESERVED		
JE04	RESERVED		
JE05	RESERVED		
JE06	RESERVED		
JF01	METRICS REPORT	Unlimited	\$0
JF02	RESERVED		
JF03	RESERVED		
JF04	ACCEPTANCE TEST PLAN	Unlimited	\$0
JF05	ACCEPTANCE TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JF06	ACCEPTANCE TEST REPORT (SUBTITLE)	Unlimited	\$0
JF07	EMC FEATURES ACCEPTANCE TEST PLAN (SUBTITLE)	Unlimited	\$0
JF08	EMC FEATURES ACCEPTANCE TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JF09	EMC FEATURES ACCEPTANCE TEST REPORT (SUBTITLE)	Unlimited	\$0
JG01	RESERVED		
JG02	RESERVED		
JH01	RESERVED		
JH02	RESERVED		
JH03	RESERVED		

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:****Amendment 0006**

JJ01	RESERVED		
JJ02	RESERVED		
JS01	CONTRACTOR'S TARGET PROGRAM SCHEDULE REPORT	Unlimited	\$0
JS02	FAIL SAFE DESIGN ANALYSIS DOCUMENTATION	Unlimited	\$0
JS03	THEORY OF DESIGN AND OPERATION DOCUMENTATION	Unlimited	\$0
JS04	THEORY OF COMPLIANCE	Unlimited	\$0
JS05	SECURITY VERIFICATION PLAN	Unlimited	\$0
JS06	SECURITY VERIFICATION REPORT	Unlimited	\$0
JS07	SECURITY VERIFICATION TEST PROCEDURE	Unlimited	\$0
JS08	TEMPEST CONTROL PLAN	Unlimited	\$0
JS09	TEMPEST TEST PLAN	Unlimited	\$0
JS0A	TEMPEST TEST REPORT	Unlimited	\$0
JS0B	CONFIGURATION CONTROL DOCUMENTATION	Unlimited	\$0
JS0C	ENGINEERING DRAWINGS, SOFTWARE & CONFIGURATION ITEM DATABASE	Unlimited	\$0
JS0D	PHYSICAL CONFIGURATION AUDIT PLAN AND REPORT	Unlimited	\$0
JS0E	IN-PROCESS ACCOUNTING PROCEDURES DOCUMENTATION	Unlimited	\$0
JS0F	KEY MANAGEMENT PLAN & KEY SPECIFICATION	Unlimited	\$0
JS0G	INTERFACE AND OPERATOR'S GUIDE	Unlimited	\$0
JS0H	MAINTENANCE TRAINING PLAN AND COURSE OF INSTRUCTION	Unlimited	\$0
JS0J	MAINTENANCE MANUALS	Unlimited	\$0
JS0K	SECURITY PRODUCTION ASSURANCE	Unlimited	\$0
JS0L	SOFTWARE REQUIREMENTS SPECIFICATIONS	Unlimited	\$0
JS0M	SOFTWARE TEST PLAN	Unlimited	\$0
JS0N	SOFTWARE TEST REPORT	Unlimited	\$0
JS0P	SOFTWARE DEVELOPMENT PLAN	Unlimited	\$0
JS0Q	SOFTWARE PRODUCT SPECIFICATIONS	Unlimited	\$0
JS0R	SOFTWARE TEST DESCRIPTION	Unlimited	\$0
JS0S	SOFTWARE DESIGN DESCRIPTION	Unlimited	\$0
JS0T	SOFTWARE VERSION DESCRIPTION	Unlimited	\$0

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0006**

**(CHANGE TO EXISTING CLAUSE)**

**C-1. SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)**

SLINs 0001AA, 0001AB, 0001AC and, if exercised, options SLINs 0001AD, 0001AE, and CLIN 0003 shall be performed in accordance with the First Article Qualification Statement of Work (SOW) (Attachment "B"), paragraphs 3.3, 3.3.1, 3.4 (all inclusive), 3.7 (all inclusive) and 3.10 of the Production SOW, the Configuration Management SOW (Attachment "E"), the Index & Data Lists (Attachment "N"), the Joint Interchangeability Plan (Attachment "S"), and the First Article Qualification Test Plan (Attachment "T").

CLIN 0005 (and any SLINs thereunder) and, if exercised, option CLIN 0006 shall be performed in accordance with the Non-Recurring Engineering SOW (Attachment "P").

If exercised, Option CLINs 0010 and 0011 shall be performed in accordance with the Enhanced Throughput SOW (Attachment "H"), the Enhanced Throughput Standard (Attachment "J"), and the Army User Interface Requirements for MIDS-LVT(2) (Attachment "G").

If exercised, Option CLIN 0015 shall be performed in accordance with the Configuration Management SOW (Attachment "E").

If exercised, Option CLIN 0016 shall be performed in accordance with the MIDS-LVT(1) Avionics and Ground Muxes Modifications SOW (Attachment "R").

CLIN 0100, SLIN 0101AA, and, if and to the extent exercised, Option CLINs 0150-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, & 0600-0651 shall be performed in accordance with the Production SOW (Attachment "C"), the Configuration Management SOW (Attachment "E"), the Index & Data Lists (Attachment "N"), the Joint Interchangeability Plan (Attachment "S"), the Acceptance Test Requirements (Attachment "U"), and, if option CLIN 0010 is exercised and to the extent Enhanced Throughput is required in terminals, the Enhanced Throughput SOW (Attachment "H") and Standard (Attachment "J").

If and to the extent exercised, Option CLINs 0700, 0702-0707, and 0800-0801 shall be performed in accordance with the Configuration Management SOW (Attachment "E"), the Supportability SOW (Attachment "F"), the Index and Data Lists (Attachment "N"), and the Acceptance Test Requirements (Attachment "U").

If and to the extent exercised, option CLINs 0900, 0902, 0903, 0905, 1100, 1102, 1200, and 1202 shall be performed in accordance with the Engineering Services SOW (Attachment "D").

If and to the extent exercised, Option CLIN 1000 shall be performed in accordance with Section 3.7 of the Supportability SOW (Attachment "F") and clause H.39.

If and to the extent exercised, Option CLINs 2701, 2800, and 2900 shall be performed in accordance with the Configuration Management SOW (Attachment "E"), clause H.36, and Attachment K of the contract.

CLIN 0002 and, if exercised, CLIN 0004 shall be performed in accordance with Exhibit "B".

If exercised, Option CLINs 0011 and 0013 shall be performed in accordance with Exhibit "H".

If exercised, Option CLIN 0017 shall be performed in accordance with Exhibit "E".

CLIN 0152, and, if and to the extent exercised, Option CLINs 0252, 0352, 0452, 0552, and 0652 shall be performed in accordance with Exhibits "C" and "E".

If and to the extent option is exercised, CLINs 0701 and 0708 shall be performed in accordance with Exhibit "F".

If and to the extent option is exercised, CLIN 0801 shall be performed in accordance with Exhibit "F".

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0006**

If and to the extent exercised, option CLINs 0901, 0904, 1101 and 1201 shall be performed in accordance with Exhibit "D".

If and to the extent exercised, option CLIN 1001 shall be performed in accordance with Exhibit "F".

If and to the extent options are exercised, CLINs 2700, 2801, and 2901 shall be performed in accordance with Exhibit "I".

CLINs 3000, 3001, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, and 3016 shall be performed in accordance with Attachment Y, Statement of Work for MIDS JTRS.

CLIN 3002 shall be performed in accordance with Exhibit "J," excluding data items JA0J, JA0K, JA0Q, JC0G, and JF01.

CLIN 3007 shall be performed in accordance with Exhibit "J," data item JC0G.

CLIN 3017 shall be performed in accordance with Exhibit "J," data item JF01.

CLIN 3018 shall be performed in accordance with Exhibit "J," data items JA0Y and JA0Z.

CLIN 3019 shall be performed in accordance with Exhibit "J," data items JS0H and JS0J.

CLIN 3020 shall be performed in accordance with Exhibit "J," data items JA02, JB03, and JB04.

CLIN 3021 shall be performed in accordance with Exhibit "J," data items JA0J and JA0K.

CLIN 3022 shall be performed in accordance with Exhibit "J," data item JA0Q

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**C-2 REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS LVT LRUs AND SRUs SUPPLIED OR REPAIRED UNDER THIS CONTRACT)**

1) Interchangeable LRUs and SRUs

The LRUs and SRUs required to be interchangeable under this contract are the following:

LVT(1) LRUs are defined as the following

- Main Terminal
- Remote Power Supply
- High-Power Amplifier Group (HPAG) Interface Adapter
- AC Adapter
- DC Adapter

LVT(1) SRUs are defined as the following:

- Data Processor/Avionics MUX
- Data Processor/Avionics MUX-without the 3910 interface
- Tailored Processor/Ground MUX
- Tailored Processor
- Voice Processor
- Signal Message Processor with Enhanced Throughput
- Signal Message Processor without Enhanced Throughput
- RT Interface/Discretes

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0006**

Receiver-Synthesizers  
Exciter/Interference Protection Features  
Power Amplifier/Antenna Interface Unit  
TACAN  
Internal Power Supply  
Chassis/Harness/Motherboard-(LVT(1))

LVT(2) LRUs are defined as the following:

Main Terminal  
Cooling Unit  
Mounting Base  
Power Supply Assembly

LVT(2) SRUs are defined as the following:

Data Processor /ADDSI with Enhanced Throughput  
Data Processor /ADDSI without Enhanced Throughput  
Chassis/Harness/Motherboard-(LVT(2))  
Voice Processor  
Signal Message Processor  
RT Interface/Discretes  
Receiver-Synthesizer  
Exciter/Interference Protection Features  
Power Amplifier/Antenna Interface Unit  
Internal Power Supply  
SEPIC  
AB Converter  
DC

2) Interchangeability Definition

(a) For the purposes of this contract, one-way interchangeability is defined as the replacement of any LRU, SRU or any combination or permutation of LRUs and SRUs from a terminal A into terminal B with no degradation of system, LRU or SRU performance, where terminal B is the reference terminal and terminal A is the terminal demonstrating one-way interchangeability.

(b) For the purposes of this contract, two-way interchangeability is defined as the replacement of any LRU, SRU or any combination or permutation of LRUs and SRUs from a terminal A into terminal B or from terminal B into terminal A with no degradation of system, LRU or SRU performance, where terminal A is from one vendor and terminal B is from another vendor or the EMD terminal.

3) Interchangeability among LRUs and SRUs of a single manufacturer

(a) SRUs delivered for Government acceptance shall be two-way interchangeable (backward and forward compatible) to SRUs previously accepted by the Government under this contract, within the limits of the previous Functional and Allocated baselines.

(b) LRUs delivered for Government acceptance shall be two-way interchangeable (backward and forward compatible) to LRUs previously accepted by the Government under this contract, within the limits of the previous Functional and Allocated baselines.

4) Interchangeability with the EMD terminal

(a) All SRUs procured and repaired under this contract shall be at a minimum one-way interchangeable (i.e. backward compatible) to the EMD terminal provided as GFE to the contractor.

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0006**

(b) All LRUs procured and repaired under this contract shall be at a minimum two-way interchangeable (i.e. backward and forward compatible) to the EMD terminal provided as GFE to the contractor.

5) Vendor to Vendor Interchangeability

(a) All LRUs and SRUs manufactured under Contracts N00039-00-D-2100 and N00039-00-D-2101 shall be two-way interchangeable with the LRUs and SRUs of any other awardees of MIDS production contracts under this solicitation. The offeror shall be responsible for any and all retrofit activities resulting from contractor demonstration of vendor-to-vendor interchangeability or Government verification of vendor-to-vendor interchangeability.

**(NEW CLAUSE)**

**C-2.1 REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS JTRS LRUS AND SRUS SUPPLIED OR REPAIRED UNDER THIS CONTRACT)**

1) Interchangeability with the MIDS LVT terminal

The MIDS JTRS procured and repaired under this contract shall be one-way interchangeable (i.e. backward compatible) to the MIDS LVT terminal. Interchangeability with the MIDS LVT terminal is defined as the replacement of MIDS LVT with the MIDS JTRS that results in no degradation of the system performance and that requires no changes to the LVT host platforms installation kit.

2) Interchangeable LRUs and SRUs

The LRUs and SRUs required to be interchangeable under this contract are the following:

MIDS JTRS LRUs:

Receiver Transmitter (RT)  
Remote Power Supply (RPS)

MIDS JTRS SRUs:

Internal Power Supply (IPS)  
Main Chassis/Harness  
EMF Chassis/Harness  
European Master Chassis/Harness  
Black Core/COMSEC  
Red Processor/IO  
RFA/AIU/IPF  
L-16 Modem/Xcvr  
TACAN/GPS  
2-2000 Modem/Xcvr

Interchangeability is defined as the replacement of any LRU, SRU or any combination or permutation of LRUs and SRUs from a MIDS JTRS from vendor A into a MIDS JTRS from vendor B with no degradation of system, LRU or SRU performance.

3) Interchangeability among LRUs and SRUs of a single manufacturer

LRUs and SRUs delivered for Government acceptance shall be interchangeable with LRUs and SRUs previously accepted by the Government under this contract, within the limits of the previous Functional and Allocated baselines.

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0006**

4) Vendor to Vendor Interchangeability

All LRUs and SRUs manufactured under this contract shall be interchangeable with the LRUs and SRUs produced by all other MIDS JTRS contractors. The contractor shall be responsible for any and all retrofit activities resulting from contractor testing of vendor-to-vendor interchangeability or Government verification of vendor-to-vendor interchangeability.

5) Interchangeability with MIDS LVT R/T.

The MIDS JTRS R/T procured and repaired under this contract shall be one-way interchangeable (i.e. backward compatible) with the MIDS LVT R/T. Interchangeability with the MIDS LVT R/T is defined as the replacement of the MIDS LVT R/T with MIDS JTRS R/T that results in no degradation of performance and that requires no changes to any of the MIDS LVT legacy host platforms.

**(NEW CLAUSE)**

**C-8. EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)**

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

- The EIT to be provided under this contract has been designated as a National Security System.
- The EIT acquired by the contractor is incidental to this contract.
- The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.
- The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.
- Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.
- The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

## **SECTION D – PACKAGING AND MARKING**

### **(NEW CLAUSE)**

#### **D-2. 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)**

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Space and Naval Warfare Systems Command (SPAWAR) and Program Executive Office Tactical Air Systems (PEO-T) under Contract No. \*.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the SPAWAR or PEO (T).

\* To be completed at time of award.

**(NEW CLAUSE)**

**E-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-8	Inspection of Research and Development-- Cost-Reimbursement	May 2001

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**E-2 HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FEB 99) (FAR 52.246-11) (APPLICABLE TO ALL CLINS EXCEPT FOR THE 3000-SERIES CLINS)**

The Contractor shall comply with the higher level quality standards listed below:

ISO 9001, Quality Systems – Model for quality assurance in design, development, production, installation and servicing. (Current version in effect on the date of contract award.)

**(NEW CLAUSE)**

**E-2.1 HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FEB 99) (FAR 52.246-11) (APPLICABLE TO ALL MIDS JTRS CLINS; i.e., 3000-SERIES CLINS)**

The Contractor shall comply with the higher level quality standards listed below:

- ISO 9001, 15 December 2000
- AQAP 2110, Edition 1 of June 2003

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**E-3 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 0001, 0003, 0005-0012, 0016, 0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, 0600-0651, 0700, 0702-0705, 0800, 0900, 0903, 1000, 1100, 1200, 3000 (except for Thales-delivered and Marconi-delivered terminals), 3001, 3003, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, and 3016)**

**FOR DLS**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMC Twin Cities-Rockwell Cedar Rapids	DCMC Springfield BAE SYSTEMS/Kearfott
1231 Park Place, N.E.	164 Totowa Road
Cedar Rapids, IA 52402-2023	Wayne, NJ 07474-0932
POC: James Close (319/378-2027)	POC: Beth Goldberg (973/633-4510)

(d) PLACE OF INSPECTION/ACCEPTANCE:

Rockwell Collins, Inc  
Government Systems Division  
350 Collins Road N.E.  
Cedar Rapids, IA 52498  
POC: Mike Kach (319/295-3214)  
Cage Code: 13499

BAE Systems Information and Electronic  
Systems Inc., Communication, Navigation,  
Identification and Reconnaissance (CNIR)  
150 Parish Drive  
Wayne, NJ 07474-0932  
POC: Fred Morrison (973/633-6027)  
Cage Code: Q98656

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**E-3 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 0001, 0003, 0005-0012, 0016, 0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, 0600-0651, 0700, 0702-0705, 0800, 0900, 0903, 1000, 1100, 1200, 3000 (except for Thales-delivered and Marconi-delivered terminals), 3001, 3003, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, and 3016)**

**FOR VIASAT**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer  
7675 Dagget Street, Suite 200  
San Diego, CA 92111-2241  
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

ViaSat, Incorporated  
6155 El Camino Real  
Carlsbad, CA 92009-1699  
Point of Contact: Mr. Jim Keller, 760-476-2200

**(NEW CLAUSE)**

**E-3.1 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLIN 3000 FOR THALES-DELIVERED TERMINALS)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer  
7675 Dagget Street, Suite 200  
San Diego, CA 92111-2241  
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

Thales Communications France  
Point of Contact: \*

\* To be completed upon award

**(NEW CLAUSE)**

**E-3.2 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLIN 3000 FOR MARCONI-DELIVERED TERMINALS)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer  
7675 Dagget Street, Suite 200  
San Diego, CA 92111-2241  
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

Marconi Selenia Communications Italy  
Point of Contact: \*

\* To be completed upon award

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**E-4 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 89) (SPAWAR 5252.246-9203) (APPLICABLE TO CLINS 0002, 0004, 0011, 0013, 0017, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 0901, 0904, 1001, 1101, 1201, 2700, 2801, 2901, 3002, 3007, 3017, 3018, 3019, 3020, 3021, and 3022)**

Data items submitted 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 has been satisfactorily accomplished.

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.

**(CHANGE TO EXISTING CLAUSE )**

**E-5 INSPECTION AND ACCEPTANCE—DESTINATION (Applicable to CLINs 0002, 0004, 0011, 0013, 0017, 0901, 0904, 1001, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 1101, 1201, 2700-2701, 2800-2801, 2900-2091, 3002, 3007, 3017, 3018, 3019, 3020, 3021, and 3022)**

Inspection and acceptance of CDRLs will be at destination in accordance with the CDRL General Instructions of the Contract (Exhibit A) and specific instructions contained in the CDRLs.

**(CHANGE TO EXISTING CLAUSE)**

**F-2 PERIODS OF PERFORMANCE FOR ORDERING AND ORDERS:**

(a) The periods of performance of the contract, for the purpose of issuing delivery or task orders are as follows:

**CLIN(S)PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS**

0001-0002	UPON CONTRACT AWARD
0003-0004	FROM DATE OF CONTRACT AWARD THROUGH 30 SEPTEMBER 2000
0005	UPON CONTRACT AWARD
0006	RESERVED
0010-0011	FROM DATE OF CONTRACT AWARD THROUGH 30 SEPTEMBER 2000
0012-0013	FROM DATE OF CONTRACT AWARD THROUGH 30 SEPTEMBER 2000
0015	FROM DATE OF CONTRACT AWARD THROUGH 30 SEPTEMBER 2000
0016-0017	FROM DATE OF CONTRACT AWARD THROUGH 30 SEPTEMBER 2000
0020	FROM THE DATE OF CONTRACT AWARD THROUGH 30 SEPTEMBER 2004
0100-0152	FROM DATE OF CONTRACT AWARD THROUGH 30 SEPTEMBER 2000
0200-0252	FROM DATE OF OPTION EXERCISE THROUGH 30 JUNE 2002
0300-0352	FROM DATE OF OPTION EXERCISE THROUGH 30 MAY 2003
0400-0452	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2003
0500-0552	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
0600-0652	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
0700-0701	FROM DATE OF OPTION EXERCISE THROUGH 31 DECEMBER 2002
0702	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2002
0703	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2003
0704	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
0705	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2005
0706	UPON EXERCISE OF OPTION CLIN 0702 THROUGH 30 SEPTEMBER 2005
0900-0902	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
0903-0905	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
1000-1001	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
1100-1102	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
1200-1202	FROM DATE OF OPTION EXERCISE THROUGH 30 SEPTEMBER 2004
2700-2901	FROM DATE OF CONTRACT AWARD THROUGH NINE YEARS AFTER EFFECTIVE DATE OF AWARD
3000	UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN
3001	FROM 15 APRIL 2005 THROUGH 30 SEPTEMBER 2005
3002	UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH NINE YEARS THEREAFTER.
3004	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH NINE YEARS THEREAFTER
3005	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH 6 MONTHS THEREAFTER
3006	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THREE YEARS THEREAFTER
3007	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3008	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3009	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3010	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF GOVERNMENT FAQT
3011	FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT

**SECTION F – DELIVERIES OR PERFORMANCE**

**Amendment 0006**

- 3012 UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN
- 3013 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
- 3014 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
- 3015 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF CONTRACTOR FAQT
- 3016 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
- 3017 FROM 15 APRIL 2005 THROUGH 30 SEPTEMBER 2005
- 3018 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
- 3019 UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN
- 3020 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
- 3021 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF CONTRACTOR FAQT
- 3022 FROM DATE OF AWARD OF THE MODIFICATION THAT INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT

(b) The units provided under CLINs 0001 and 0003 shall be delivered in accordance with the schedule provided in clause F-3.

(c) The delivery rate for MIDS-LVT LRU systems provided under CLINs 0100-0652 shall be four (4) per month until July 2002. The delivery rate for MIDS-LVT LRU systems provided under CLINs 0100-0652 shall be twelve (12) per month beginning 01 August 2002. The delivery capacity shall increase to twenty (20) per month beginning 20 March 2003 and will increase to thirty (30) per month upon completion of the FDL contract N00039-96-C-0038. The delivery rate may exceed this rate provided that the contractor and the Government sign a bilateral modification to the basic delivery order contract to increase the rate for the contract or a bilateral delivery order to increase the rate for that particular delivery order.

The delivery requirements for CLINs 0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, & 0600-0651 are stated below:

CLINs 0100-0151 & all FY00 orders against CLINs 0600-0651: The Contractor shall commence delivery of terminals (excluding those referenced above) and related spares ordered no later than 18 months after the issuance of delivery order, in accordance with the delivery schedule established in the order.

CLINs 0200-0251 & all FY01 orders against CLINs 0600-0651: The Contractor shall commence delivery of terminals and related spares ordered no later than 15 months after issuance of delivery order, in accordance with the delivery schedule established in the order.

CLINs 0300\*-0351, 0400-0451, 0500-0551, and all FY02 through FY04 orders against CLINs 0600-0651: The Contractor shall commence delivery of terminals and related spares ordered no later than 12 months after issuance of delivery order, in accordance with the delivery schedule established in the order.

The specific periods of performance for these CLINs under each order shall be stated within such order but shall not extend beyond the delivery requirement dates stated above.

\*If the initial award of terminals is greater than or equal to 120 terminals, then delivery of terminals ordered under CLIN 0300 shall commence no later than 10 months after issuance of delivery order.

**SECTION F – DELIVERIES OR PERFORMANCE**

Amendment 0006

(d) The periods of performance for non-ordering CLINs or for orders issued against all other ordering CLINs not stated in paragraph (c) above are delineated in the next two clauses of Section F: "TIME AND PLACE OF DELIVERY - F.O.B. ORIGIN" and "TIME AND PLACE OF DELIVERY - F.O.B. DESTINATION".

**(CHANGE TO EXISTING CLAUSE)****F.3. TIME AND PLACE OF DELIVERY--F.O.B. ORIGIN (DEC 1999)**

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, Contractor's Facility" FAR 52.247-30, at the Contractor's plant.

<b>ITEM(S)</b>	<b>QTY/UNIT</b>	<b>DELIVERY SCHEDULE/PERIOD OF PERFORMANCE</b>
0001AA	1 LOT	In Accordance with (IAW) Delivery Order (D.O.) IAW D.O.
0001AB/ 0001AC	15 MIDS LVT SETS	Note: See Clause H23, paragraph (e).
0003	11 MIDS LVT SETS	Not Later Than 18 months after issuance of delivery order. Note: See Clause H.23, paragraph (e).
0005	1 LOT	IAW Option Exercise D.O.
0006	1 LOT	IAW Option Exercise D.O.
0010	1 LOT	24 months after issuance of delivery order.
0012	1 LOT	24 months after issuance of delivery order.
0015	1 LOT	From option exercise until first terminal delivery under CLIN 0001.
0016-0017	1 LOT	IAW Option Exercise D.O.
0020-0029	1 LOT Per CLIN	IAW Option Exercise D.O.
0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, 0600-0651	IAW each D.O.	IAW each D.O. and within the requirements stated in clause F-2. In the sequence established in Section F of each delivery order.
0700	1 LOT	From issuance of D.O. through first MIDS-LVT LRU system delivery (excluding CLINs 0001 & 0003).
0702-0705	1 LOT per CLIN	From issuance of D.O. through twelve months thereafter.
0800	IAW each Technical Direction Letter (TDL)	IAW each TDL. No TDL's period of performance shall extend beyond 30 September 2004.
1000	IAW D.O.	Per Clause H.39, 800hrs/4yrs from date of each item acceptance.
3004	1 LOT*	Upon issuance of delivery order
3005	1 LOT	From award of delivery order to the start of contractor FAQT**
3011	1 LOT	IAW D.O.
3015	1 LOT	IAW D.O.

\* The Government may order Data Rights under CLIN 3004 on an individual CDRL basis in accordance with Clause F-2, Period of Performance for Ordering and Orders. For those CDRLs identified in Clause B-2 with a price of \$0, the Government automatically obtains the rights in those CDRLs identified in Clause B-2 without issuing a delivery order.

\*\* The Government’s decision to order this CLIN does not relieve the contractor of its obligations to comply with the delivery schedule for CLIN 3000 identified in Clause F-4.

**(CHANGE TO EXISTING CLAUSE)**

**F-4. TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION**

Destination and delivery schedule are set forth below:

<u>ITEM(S)</u>	<u>DESTINATION</u>	<u>QUANTITY</u>	<u>DELIVERY SCHEDULE/ PERIOD OF PERFORMANCE</u>
0002	In accordance with (IAW) CDRL, Exhibit B	1 LOT	In accordance with (IAW) CDRL, Exhibit B
0004	IAW CDRL, Exhibit B	1 LOT	IAW CDRL, Exhibit B
0011	IAW CDRL, Exhibit H	1 LOT	IAW CDRL, Exhibit H
0016	IAW CDRL, Exhibit G	1 LOT	IAW CDRL, Exhibit G
0152, 0252, 0352, 0452, 0552, 0652	IAW CDRL, Exhibits C & E	1 LOT	IAW CDRL, Exhibit C & E
0701, 0706	IAW CDRL, Exhibit F	1 LOT	IAW CDRL, Exhibit F
0801	IAW CDRL, Exhibit F	1 LOT	IAW CDRL, Exhibit F
0900, 0902, 0903, 0905	IAW each D.O.	1 LOT	IAW each D.O.
1100, 1102			
1200, 1202			
0901, 0904	IAW CDRL, Exhibit D	1 LOT	IAW CDRL, Exhibit D
1101, 1201			
1001	IAW CDRL, Exhibit F	1 LOT	IAW CDRL, Exhibit F
2700	IAW CDRL, Exhibit I	1 LOT	IAW CDRL, Exhibit I
2801	IAW CDRL, Exhibit I	1 LOT	IAW CDRL, Exhibit I
2901	IAW CDRL, Exhibit I	1 LOT	IAW CDRL, Exhibit I
3000	IAW D.O.	1 LOT	*
3001	IAW D.O.	IAW D.O.	NLT 23 Months after delivery order award **
3002	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3006	IAW D.O.	1 LOT	IAW D.O.
3007	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3008	IAW D.O.	1 LOT	IAW D.O.
3009	IAW D.O.	1 LOT	IAW D.O.
3010	IAW D.O.	1 LOT	IAW D.O.
3012	IAW D.O.	1 LOT	IAW D.O.
3013	IAW D.O.	1 LOT	IAW D.O.
3014	IAW D.O.	1 LOT	IAW D.O.
3016	IAW D.O.	1 LOT	IAW D.O.

**SECTION F – CONTRACT ADMINISTRATION DATA**

**Amendment 0006**

3017	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3018	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3019	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3020	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3021	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3022	IAW CDRL	1 LOT	IAW CDRL, Exhibit J

\* The detailed delivery schedule is as follows:

<u>US Terminals</u>	<u>Thales-Delivered European Terminals</u>
2 at 26 MADO	2 at 26 MADO
2 at 27 MADO	2 at 27 MADO
3 at 28 MADO	3 at 28 MADO
3 at 29 MADO	4 at 29 MADO
	4 at 30 MADO
	1 at 31 MADO
<u>Marconi-Delivered European Terminals</u>	
2 at 26 MADO	
2 at 27 MADO	
3 at 28 MADO	
4 at 29 MADO	

\*\* All deliveries shall be completed NLT 23 months after delivery order award. These terminals shall be delivered at a rate of 5 terminals per month.

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**G-1. 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)  
(APPLICABLE TO CLINS 0001-0801, 1000, 1100, 1200, 2700-2901, 3001, 3004, 3009, and 3012)**

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with \_\_\_\_ copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14, SF1449-Block 18a), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract 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:
  - \* a separate invoice for each activity designated to receive the supplies or services.
  - \_\_ a consolidated invoice covering all shipments delivered under an individual order.
  - \_\_ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**G-2 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) ALT I (JUL 92) (NAPS 5252.232-9001) (APPLICABLE TO CLINS 0900, 0902, 1102, 1202, 3000, 3005, 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016)**

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF-1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and \_\_\_\_ two copies, to the contract auditor\* at the following address:  
\_\_\_\_\_  
unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the COR, **MR. GREG ROPP, MIDS-LVT INTERNATIONAL PROGRAM OFFICE, PMW 101/159, CODE PMW101/159-15 (for DLS) or MR. KIRK RYAN, MID-LVT INTERNATIONAL PROGRAM OFFICE, PMW 101/159, CODE PMW101-17 (for ViaSat)**. Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice.

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

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

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

- is required with each invoice submittal.
- is required only with the final invoice.
- is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
- is not required.

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

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

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

**(CHANGE TO EXISTING CLAUSE)**

**G-5 DESIGNATION OF PROCUREMENT CONTRACTING OFFICER AND APPOINTMENT OF ORDERING OFFICER(S)**

The Procurement Contracting Officer is listed below and is the sole ordering officer for this contract:

Commander, Space & Naval Warfare Systems Command  
4301 Pacific Highway  
Attention: Ms. Melissa L. Hawkins, Code 02-21E, Bldg. OT4, Rm. 1035B  
San Diego, CA 92110-3127

Phone: (858)537-0346  
Facsimile: (619)524-3180  
E-mail: melissa.hawkins@navy.mil

**(CHANGE TO EXISTING CLAUSE) (APPLICABILITY)**

**G-7 PROGRESS PAYMENTS INVOICING INSTRUCTION (APPLICABLE TO CLINS 0001-0801, 1100, 1200, 3001, 3003, 3009, and 3012)**

All contractor requests for progress payments shall be submitted on Standard Form 1443, "Contractor's Request for Progress Payment," in lieu of an invoice, in accordance with instructions contained on the reverse side of the Standard Form 1443 to the cognizant administration office for certification of progress payments. Final invoices are to be submitted in accordance with vouchering and paying instructions contained in Section G.

**(CHANGE TO EXISTING CLAUSE)**  
**G-8 TYPE OF CONTRACT**

The type of contract for this action is as follows:

<b><u>CLIN</u></b>	<b><u>Contract Type by CLIN</u></b>	<b><u>Type of Contract Instrument (see DFARS 204.7003(a)(3))</u></b>
0001 through 0706	Firm-fixed-price	D
0800-0801	Firm-fixed-price	C
0900, 0901, 0903, 0904,	Cost-Reimbursement with Fixed Fee	D
0902, 0905, 1102, 1202	Cost-Reimbursement with No Fee	D
1000-1001,1100, 1101, 1200, 1201	Firm-fixed-price	D
2700-2901	Firm-fixed-price	D
3000	Cost-Plus-Incentive-Fee	D
3001	Firm Fixed Price	D
3002	Not-Separately-Priced	D
3003-3004	Firm-fixed price	D
3005	Cost-Plus-Fixed-Fee	D
3006	Cost-Plus-Fixed-Fee	D
3007	Not Separately Priced	D
3008	Cost-Plus-Fixed-Fee	D
3009	Firm Fixed Price	D
3010	Cost-Plus-Fixed-Fee	D
3011	Cost-Plus-Fixed-Fee	D
3012	Firm Fixed Price	D
3013	Cost-Plus-Incentive-Fee	D
3014	Cost-Plus-Fixed-Fee	D
3015	Cost-Plus-Fixed-Fee	D
3016	Cost-Plus-Fixed-Fee	D
3017	Not Separately Priced	D
3018	Not Separately Priced	D
3019	Not Separately Priced	D
3020	Not Separately Priced	D
3021	Not Separately Priced	D
3022	Not Separately Priced	D

**(NEW CLAUSE)**

**G-9 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)**

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor’s performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

**(NEW CLAUSE)**

**G-10 INVOICING INSTRUCTIONS FOR SCHEDULE INCENTIVE FEE (Applicable to CLIN 3000)**

As applicable, invoices for the schedule incentive fees defined in Clause B-5 will be submitted by Sub-CLIN in the following amounts for Events A, B, C, and D:

<u>Event</u>	<u>CLIN</u>	<u>Amount</u>
A	3000AA	*
A	3000AB	*
A	3000AC	*
A	3000AD	*
A	3000AE	*
B	3000AA	*
B	3000AB	*
B	3000AC	*
B	3000AD	*
B	3000AE	*
C	3000AA	\$1,500,000
D	3000AB	*
E	3000AC	*

\* To Be Determined at time of contract award. **NOTE: The offeror shall provide the amounts for each sub-CLIN for Events A and B in their proposal**

**SECTION H- SPECIAL CONTRACT REQUIREMENTS**

Amendment 0006

0551	1 SRU or LRU	327 EACH
0600	13 SETS	90 SETS
0651	1 SRU or LRU	112 EACH
0900	100 hours	10,000 hours
0903*	100 hours	40,000 hours
1000	Warranty for one MIDS-LVT LRU system	Warranty for 441
1100*	100 hours	40,000 hours
1200*	100 hours	40,000 hours
2700	1 LOT	1 LOT
2701	Release from limited rights for one SRU	Release from limited rights for every SRU
2801	Release from restricted rights for one SRU	Release from restricted rights for every SRU
2901	Government Purpose Rights for one SRU	Government Purpose Rights for every SRU
3000	1 LOT	1 LOT
3001	0	25 EACH
3002	0	1 LOT
3003	0	1 LOT
3004	0	1 LOT
3005	0	1 LOT
3006	0	1 LOT
3007	0	1 LOT
3008	0	1 LOT
3009	0	1 LOT
3010	0	1 LOT
3011	0	1 LOT
3012	0	1 LOT
3013	0	1 LOT
3014	0	1 LOT
3015	0	1 LOT
3016	0	1 LOT

3017	0	1 LOT
3108	0	1 LOT
3019	0	1 LOT
3020	0	1 LOT
3021	0	1 LOT
3022	0	1 LOT

**\*See Specific Notes 11C & 11D on page B-22 of the contract for Minimum and Maximum limits.**

**(CHANGE TO EXISTING CLAUSE)**

**H-3. TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)**

The following types of task or delivery orders may be issued under this contract: (a) Firm-Fixed-Price under CLINs 0001 through 0706, 1000-1001, 1100, 1101, 1200, 1201, 2700-2901, 3001, 3004, 3009, 3012, 3017\*, and 3019\*; (b) Cost-Plus-Fixed-Fee under CLINs 0900-0901, 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016, 3021\*\*, and 3022\*\*; (c) Cost-Plus-Incentive-Fee under CLIN 3000, 3002\*\*\*, 3007\*\*\*, and 3013, ; and (d) Cost-Plus-No-Fee under CLIN 0902, 1102, and 1202.

\*CLINs 3017, 3018, and 3019 are not separately priced; these CLINs are included in the Firm Fixed Price for CLINs 3001, 3009, and 3012 respectively.

\*\*CLINs 3021 and 3022 are not separately priced; these CLINs are included in the Cost Plus Fixed Fee of CLINs 3015 and 3016 respectively.

\*\*\*CLINs 3002, 3007 are not separately priced; these CLINs are included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3000. CLIN 3020 is not separately priced; this CLIN is included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3013.

**CHANGE TO EXISTING CLAUSE (Applicability)**

**H-4 METHOD OF SELECTION FOR ISSUANCE OF ORDERS (APPLICABLE TO ALL CLINS EXCEPT THE 3000-SERIES CLINS)**

(A) Individual orders exceeding \$2,500 shall be placed using one of the following selection procedures:

- (1) The ordering officer may request technical proposals and price proposals from each awardee and make award(s) to the contractor(s) whose proposal(s), in the judgment of the ordering officer, represents the best value to the government. The contractor is permitted to propose improvements (e.g., performance, schedule, prices contained in Section B of this contract) in its quotation. "Best value" is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).
- (2) The ordering officer may utilize existing contract prices determined in accordance with clause B-4. The contractor may propose price improvements to clause B-4 at any time after contract award.

- (B) The Government desires continuous improvements in terminal & spares pricing via updates to the pricing structure contained in clause B-4. The Government considers a price improvement to be an updated pricing structure (e.g., learning curve in clause B-4) that results in a lower, overall MIDS-LVT system LRU price. If the contractor proposes terminal and spares pricing independent of clause B-4, the Government may elect to disregard such prices even if they may be lower than prices derived from clause B-4. If determined to be the best value to the Government, the ordering officer may utilize an offeror's higher prices from an existing clause B-4 or a proposed updated clause B-4.
- (C) Regardless of the selection procedures utilized, the ordering officer will consider existing prices from Section B (including clause B-4) and any proposed price improvements to clause B-4, and may consider any of the following technical factors:
- (a) information received from the contractor(s) in response to the contracting officer's request for cost/technical proposals, if requested;
  - (b) past performance under this contract including all outstanding and previous delivery orders (including frequency of warranty repairs as well as frequency & expenses of non-warranty repairs);
  - (c) warranty prices;
  - (d) successful interchangeability with the EMD MIDS-LVT;
  - (e) successful demonstration of vendor-to-vendor interchangeability requirements; and
  - (f) Proposed Special Test Equipment to meet Government's required delivery rate(s).

If the ordering officer utilizes selection procedure (A)(1), the RFP will specify instructions for submitting a proposal, identify the technical factors that will be used in the evaluation, along with their relative order of importance, and will state the relative importance of the technical factors to price. The technical factors in the RFP may not include all of those identified in paragraph (C) above, and may include other technical factors more appropriate for the particular requirement.

- (D) The ordering officer may elect to not compete the award of any particular order if one or more of the following conditions exist:

- (a) The agency need for such supplies or services is so urgent that providing the opportunity would result in unacceptable delays;
- (b) Only one contractor is capable of providing such supplies or services at the level of quality required because the supplies or services are unique or highly specialized;
- (c) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (d) It is necessary to place an order to satisfy a minimum guarantee; or
- (e) If the Government utilizes existing prices in Section B (Clause B-4) provided such prices were based on adequate price competition.

**CHANGE TO EXISTING CLAUSE (applicability)**

**H-5. CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS (APPLICABLE TO CLINS 0002, 0004, 0011, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 0901, 0904, 1001, 1101, 1201, 2700, 2801, 2901, 3002, 3007, 3017, 3018, 3019, 3020, 3021, and 3022)**

The data items shown on the DD 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

**CHANGE TO EXISTING CLAUSE (applicability)**

**H-7. LIMITATION OF LIABILITY – HIGH-VALUE ITEMS (APPLICABLE TO CLINS 0001, 0003, 0100, 0200, 0300, 0400, 0500, 0600, MAIN TERMINAL LRUs REPAIRED UNDER CLINs 0800, CLINs 3000, 3001, and 3013)**

In consonance with FAR 46.805(a)(3) and FAR 52.246-24 (“Limitation of Liability – High-Value Items”), all Items and Subline Items deliverable hereunder are identified as High-Value Items.

**CHANGE TO EXISTING CLAUSE (applicability)**

**H-10. SEGREGATION OF COSTS (AUG 92) (SPAWAR 5252.232-9206) (APPLICABLE TO CLINs 0900, 0902, 0903, 0905, 1102, 1202, 3000, 3005, 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016)**

The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask. This requirement shall apply to the contractor and all European subcontractors identified in Clause H-58.

Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the technical direction letter or delivery order which authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN which corresponds to the work invoiced. One (1) copy of each invoice will be provided to the COR, designated herein, and the PCO at the time of submission to DCAA.

**CHANGE TO EXISTING CLAUSE (Applicability)**

**H-11 TRAVEL REIMBURSEMENT, COST CONTRACTS (APPLICABLE TO ALL COST-TYPE CLINS, BUT NOT APPLICABLE TO TRAVEL, SUBSISTENCE, AND LODGING COSTS INCURRED BY THE EUROPEAN SUBCONTRACTORS IDENTIFIED IN CLAUSE H-58)**

Costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the services under this contract.

Reimbursement for the costs of subsistence and lodging shall be considered to be reasonable and allowable daily charges as compared to the maximum rates set forth in the following:

- a. Federal Travel Regulations dated 1 January 1999 prescribed by the General Services Administration for travel in the contiguous 48 United States;
- b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances.

When authorized, per diem shall be paid by the Contractor to his employees at a rate not to exceed the prevailing locality per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

The contractor shall not be paid for travel for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel shall not be paid for services performed at the contractor's home facility or at any location within a 50 mile driving radius of the contractor's home facility.

Travel costs/personnel transportation other than described in the above paragraph, shall be allowed only to the extent that such transportation is necessary for the performance of services under the contract.

The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

**(NEW CLAUSE)**

**H-11.1 TRAVEL REIMBURSEMENT, COST CONTRACTS (APPLICABLE TO ALL COST TYPE CLINS FOR TRAVEL, SUBSISTENCE, AND LODGING COSTS INCURRED BY EUROPEAN SUBCONTRACTORS IDENTIFIED IN CLAUSE H-58)**

Costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the services under this contract. Reimbursement for the costs of subsistence and lodging shall be considered to be reasonable and allowable daily charges as compared to the maximum rates set forth in the following:

- a. Decret 86-416 du 12 mars 1986 paru au Journal Officiel du 15 mai 1986
- b. CIRCULAIRE Number B-2E-22-DU 01 MARS 1991

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances.

When authorized, per diem shall be paid by the Contractor to his employees at a rate not to exceed the prevailing locality per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

The contractor shall not be paid for travel for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel shall not be paid for services performed at the contractor's home facility or at any location within a 50-mile driving radius of the contractor's home facility.

Travel costs/personnel transportation other than described in the above paragraph, shall be allowed only to the extent that such transportation is necessary for the performance of services under the contract.

The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Nevertheless, the class of service used for travel should not cause a European subcontractor to breach any of its obligations toward its employees.

**CHANGE TO EXISTING CLAUSE**

**H-13. 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME	Melissa L. Hawkins
ADDRESS	4301 Pacific Highway San Diego, CA 92110-3127
TELEPHONE	(858) 537-0346
E-MAIL	melissa.hawkins@navy.mil

**CHANGE TO EXISTING CLAUSE (Applicability)**

**H-15. AIRWORTHINESS CERTIFICATE (APPLICABLE TO ALL MIDS-LVT(1)s AND MIDS JTRS DELIVERED UNDER THIS CONTRACT)**

(a) The Contractor shall certify that the delivered terminals are safe for intended use. The certificate shall be based on successful completion of Contractor testing and analysis. Safe-For-Intended Use (SFIU) tests shall consist of (1) Crash Safety, (2) Random Vibration, (3) Electronic Field Radiated Emission (RE02) Test, (4) Power Line and signal Line Conducted Emission (CE03) and explosive atmosphere, and (5) TACAN tests \*.

\* The TACAN tests apply only to European terminals delivered to Germany.

(b) The Contractor shall provide a completed AFMC Form 3, Component Airworthiness Certificate, prior to First Article Approval. The AFMC Form 3 is considered "completed" once the contractor has completed the necessary testing and analysis and the responsible contractor

system safety engineer/officer/ manager has signed the form. The Government expects to review the test data and analyses upon which the Contractor based the airworthiness certificate.

(c) The Contractor shall maintain the Terminal's airworthiness certificate until the period of performance for the entire contract is completed.

**NEW CLAUSE****H-16.1. ELECTROMAGNETIC COMPATIBILITY (EMC) FEATURES APPROVAL  
(APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT)**

The Contractor is required to obtain EMC features approval in accordance with the DoD EMC Features Certification Performance Specification prior to First Article Approval and to maintain such approval until the period of performance for the entire contract is completed. Any waivers or deviations against the DoD EMC Features Certification Performance Specification shall be submitted to NTIA via the DoD Certification Authority for approval. The certification effort may require technical interchange meetings with the DoD Certification Authority, currently designated as PEO C4I&S, or with members of their designated EMC Features Certification execution activity. Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain certification from the DoD Certification Authority and final EMC features approval from NTIA.

**CHANGE TO EXISTING CLAUSE (Applicability)****H-17. COMMUNICATIONS SECURITY (COMSEC) APPROVAL FOR USE  
(APPLICABLE TO ALL MIDS LVTs and MIDS JTRS DELIVERED UNDER THIS CONTRACT)**

The Contractor is required to develop and obtain National Security Agency (NSA) Approval for Use of the MIDS LVT(1), MIDS LVT(2), and MIDS JTRS together with NSA approval of the associated documentation prior to First Article Approval and to maintain such COMSEC Approval for Use until the period of performance for the entire contract is completed. This effort will require technical interchange meetings with NSA, or a designated agency.

For all MIDS-LVTs and MIDS JTRSs produced or MIDS-LVT and MIDS JTRS repairs performed for U.S. requirements, the COMSEC portions of terminals must be manufactured and integrated in the U.S. by a U.S. company holding a U.S. COMSEC account.

Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain such approval by NSA. The schedule will not be extended for reasons related to meeting NSA's requirements. The NSA Program Manager for MIDS can be reached at (410) 854-6841.

For the purposes of this procurement, the term "COMSEC" and the term "Telecommunications Security" shall be considered equivalent.

**NEW CLAUSE**

**H-17.1. SOFTWARE COMMUNICATIONS ARCHITECTURE (SCA) CERTIFICATION (Applicable to MIDS JTRS)**

The Contractor shall provide support to the JTRS Joint Program Office (JPO) and its designated agencies in performing SCA-compliance testing for certification of the MIDS JTRS and its components, including waveform applications, radio systems applications, and operational environment applications. The contractor shall prepare and submit an SCA certification and demonstration plan as part of the Contractor FAQT test plan (CDRL JB02) and test procedures (CDRL JB03). The contractor shall demonstrate SCA compliance to the Government prior to First Article delivery.

**NEW CLAUSE**

**H-17.2 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY THALES)**

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the Thales MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

CELAR  
Boite Postale 7  
35998 Rennes Armees

**NEW CLAUSE**

**H-17.3 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY MARCONI)**

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the Marconi MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma  
Italy

**CHANGE TO EXISTING CLAUSE**

**H-21 RESTRICTED ACCESS TO COMSEC INFORMATION (Applicable to all CLINs except the 3000-series CLINs)**

- (a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the MIDS IPO/PMW 101 before assigning work or

granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD Form 254, Contract Security Classification Specification:

1. U-TVB CTIC/DS-101 Hybrid;
2. AN/CYZ-10 Data Transfer Device;
3. AN/KOI-18 Paper Tape Reader;
4. Cryptographic Keys; and
5. Related software, interface specifications, and interface documents.

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

(c) The Contract assumes that the NSA through the PCO on behalf of the MIDS IPO/PMW 101 will grant approval for access of the items/subject matter listed in paragraph (a) of Clause "Restricted Access To COMSEC Information", as defined herein by the clauses H-25 and H-26, to the Contractor.

**NEW CLAUSE**

**H-21.1 RESTRICTED ACCESS TO COMSEC INFORMATION (Applicable to the 3000-series CLINs only)**

(a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the Tactical Links IPO – PMW 101/159 before assigning work or granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD Form 254, Contract Security Classification Specification:

1. U-TVB CTIC/DS-101 Hybrid;
2. AN/CYZ-10 Data Transfer Device;
3. AN/KOI-18 Paper Tape Reader;
4. AN/KOV-21, COMSEC CCA
5. Secure DTD 2000 System
6. Electronic Key Management System
7. AN/KOK-13, Key Processor
8. KG-40A Crypto Unit
9. HAIPE, High Assurance Internet Protocol Encryption
10. KG-84 Crypto Unit
11. KYK-13, Common Fill Device
12. Common Tier 3 DTD UAS
13. AIM Crypto Device
14. JCE Crypto Device
19. Cryptographic Keys; and
20. E-HVM, MIDS SMP & docs
21. UIC, TEO, TOC, FSRS
22. Key Management Infrastructure
23. Simple Key Loader
24. AN/KOK-22, Key Processor
25. KGV-11 Crypto Unit
26. KGV-8A/B/C Crypto Unit
27. STE & STU-3
28. KOI-18, Paper Tape Reader
29. CUAS, Common User App SW
30. Sierra Crypto Device
31. PSIAM Crypto Device

- |                                |                                     |
|--------------------------------|-------------------------------------|
| 15. PEIP II Crypto Device      | 32. KIV-21 LLC, Link Level Crypto   |
| 16. MIDS/JTRS COMSEC Test docs | 33. Crypto Modernization Initiative |
| 17. JTRS COMSEC Specs          | 34. Key Materials                   |
| 18. JTRS Security APIs & SPCIs | 35. Suite A & Suite B Algorithms    |

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

(c) The Contract assumes that the NSA through the PCO on behalf of the Tactical Links IPO – PMW 101/159 will grant approval for access of the items/subject matter listed in paragraph (a) of Clause "Restricted Access To COMSEC Information", as defined herein by the clauses H-25 and H-26, to the Contractor.

**CHANGE TO EXISTING CLAUSE (to delete Software from the title and Applicability)**  
**H-22. DATA/SOFTWARE ACCESSION LIST (Applicable to all CLINs under the contract except the 3000-series CLINs)**

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by Attachment "E" under CDRL "E00J." The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be made available to the Government on-line via the Contractor's Web site or secure encrypted electronic file transfer within 5 working days from the date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 ("Deferred Ordering of Technical Data or Computer Software") under Section I.

**NEW CLAUSE**

**H-22.1 DATA ACCESSION LIST (Applicable to 3000-series CLINs)**

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by Attachment "Y" under CDRL "JC0E." The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be made available to the Government on-line via the Contractor's Web site or secure encrypted electronic file transfer within 5 working days from the date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 ("Deferred Ordering of Technical Data or Computer Software") under Section I.

**(NEW CLAUSE)**

**H-23.2 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3000)**

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

(1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 (“Airworthiness Certification”),

(2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 (“Electromagnetic Compatibility (EMC) Features Approval”),

(3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 (“Communications Security (COMSEC) Approval for Use”),

(4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.

(5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.

(6) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.

(7) The contractor’s First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).

(8) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor’s First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing . As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

(b) Disposition of First Articles After First Article Approval.

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

(c) Contractor Testing of First Articles.

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

(d) Government Testing of First Articles.

(1) The Contractor shall submit 2 US Main and 2 European Main MIDS JTRS of the MIDS JTRS terminals under CLIN 3000 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3000 to the following addresses:

For the 2 US and 1 of the 2 European Terminals:

Commanding Officer  
Attention: COMSEC Custodian  
SPAWAR Systems Center – San Diego  
Code D03531  
49590 Lassing Road  
Bldg. 1, Rm. A206  
San Diego, CA 92152-6121  
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)  
35998 Rennes Armees  
France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma  
Italy

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 4 Main MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(e) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if:(1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.  
Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

- (1) The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.
- (2) The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.
- (3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.
- (4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.
- (5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.
- (6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

**(CHANGE TO EXISTING CLAUSE)**

**H-26. 5252.245-9200 GOVERNMENT FURNISHED MATERIAL (JAN 1989)**

The Government, via Management Control Activity (MCA) Distribution Code N00039, will furnish to the contractor for use in connection with this contract, only the Government Furnished Material set forth below:

**SECTION H- SPECIAL CONTRACT REQUIREMENTS**

**Amendment 0006**

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>DATE</u>	<u>DESTINATION</u>	<u>NOTES</u>
IPO	MIDS CORE Software MIDS TIO Software MIDS ADDSI Software MIDS SIA Software	1 EA 1 EA 1 EA 1 EA	11 MACA. Updated versions provided as required.	Contractor's Plant	See clauses H.21. Version Description Documents will be provided with the software.
IPO	IP Encryption Device	2 EA	6 MACA	Contractor's Plant	See Clause H.21.
NSA	U-TVB CTIC/DS-101 Hybrid	1 per SMP SRU ordered, plus 2 spares for every 100 SMP SRUs ordered.	8 months after effective date of each production order	Contractor's Plant	If less than 100 SMP SRUs are ordered, then an additional 2 spares should be provided.
IPO (JTRS JPO)	SINGARS/ESIP Waveform (WF) Link 16 WF Have Quick WF UHF DAMA WF EPLRS WF WNW WF	1 EA 1 EA 1 EA 1 EA 1 EA	6 MADO 6 MADO * * * *	Contractor's Plant	Design document and source code will be provided "as is"

\*As applicable, these waveforms will be provided to the contractor upon award of any delivery order(s) for CLIN 3008.

<b><u>SOURCE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>DATE</u></b>	<b><u>DESTINATION</u></b>	<b><u>NOTES</u></b>
IPO (JTRS JPO)	CF Applications (CF) SPCI	1 EA	4 MADO	Contractor's Plant	Design document and source code will be provided "as is"
	Radio Devices (RD) SPCI	1 EA	4 MADO		
	Radio Services (RS) SPCI	1 EA	4 MADO		
	Radio Security Services (RSS) SPCI	1 EA	4 MADO		
	Red Switch Policy SPCI	1 EA	4 MADO		
	Cryptographic Subsystem Applications SPCI	1 EA	4 MADO		
	Software Loader Verifer (SLV) Application SPCI	1 EA	4 MADO		
	JTRS WNW Network Manager (JWNW) SPCI	1 EA	4 MADO		

Only the material listed above in the quantities shown will be furnished by the Government notwithstanding any provisions of the specification(s) to the contrary. Government Furnished Material will be delivered, all transportation charges paid, to the cognizant contract administration office specified herein, in care of the contractor's plant. If the Government determines that such software does not successfully operate on the MIDS EMD LVT, then the clause at FAR 52.245-2 "Government Property (Fixed Price Contracts)" shall apply.

**(NEW CLAUSE)**

**H-26.1 RELEASE OF GOVERNMENT FURNISHED MATERIAL**

If required for performance of work under the contract, the contractor shall release Government Furnished Material identified in H-26 as soon as possible to the European Subcontractors identified in Clause H-58 as long as the contractor has followed the requirements of the International Traffic and Arms Regulations (ITAR).

**UPDATE TO EXISTING CLAUSE**

**H-31.1 WAIVER AND RELEASE FROM CLAIMS RELATED TO THE MIDS JTRS FUNCTIONAL AND ALLOCATED BASELINE**

(a) Delivery Order No. 0020 (DLS), 0033 (Euromids), and D.O. 0027 (ViaSat) issued under this contract required the Contractor to develop the MIDS/JTRS Functional and Allocated Baselines (i.e., CDRL E00K entitled "Program-Unique Specification Documents," and subtitled "Performance Specification System Specification;" CDRL E00L entitled "System/Segment Interface Control Specification, and subtitled "MIDS JTR Platform Interfaces;" CDRL E00M

entitled “Program Unique Specification Documents,” and subtitled “Performance Specification Item Specification;” CDRL E00N entitled “Software Requirements Specification (SRS);” CDRL E00P entitled “Interface Requirements Specification (IRS);” and CDRL E00Q entitled “Interface Control Document (ICD),” and subtitled “Configuration Item ICD;” CDRL E00R entitled “Software Development Plan;” and CDRL E00S entitled “Program Unique Specification Documents” and subtitled “Performance Specification Item Specification”). The Government anticipates that it will issue a delivery order under CLIN 3000 of this contract that will require the Contractor to use those CDRLs in performing that/those delivery orders. Accordingly, the Contractor agrees that it, its subcontractors, successors, and assignees shall not be entitled to an equitable adjustment of the price, delivery schedule, or any other provision of this contract for any nonconformity, unsuitability, or defects of any kind contained in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S delivered to the Government under delivery order 0020 (DLS), 0033 (Euromids), and D.O. 0027 (ViaSat).

(b) In addition, the Contractor for itself, its subcontractors, its successors, and assignees, hereby remises, releases, and forever discharges the Government, its officers, agents, and employees from any and all entitlement of the Contractor to changes to the price, delivery schedule, or both, for any nonconforming, unsuitable, or defective data of any kind contained in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S. This release covers all costs that may be incurred by the Contractor as a result of such alleged defects, errors, omissions, or nonconformities (including but not limited to labor, material, overhead, G&A, profit, interest, and proposal preparation expenses) whether or not such costs are known or unknown or foreseeable or unforeseeable to either or both of the parties as of the effective date of the contract modification that incorporates this clause, without regard to whether such costs were, or are, incurred before or after the date of said events, actions or omissions, or after the effective date of the contract modification that incorporates this clause, and whether or not such costs have been discussed with, or for any reason reserved for future discussion with the Government or made the basis for other assertion of claims. This release by the Contractor includes but is not limited to, any and all delay (direct and cumulative) and the costs thereof, all costs of dislocations, disruptions (local and cumulative), accelerations (direct and cumulative), proposal preparation and efficiencies in performance, and all overhead costs (including but not limited to unabsorbed overhead) regardless of whether any such costs are or were caused directly by, indirectly by, cumulatively by or in consequence of the impact of alleged defects, errors, omissions, or nonconformities in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S.

(c) The rights granted to the Government under this clause are in addition to, and do not affect its rights under any other provisions of this contract, including but not limited to, FAR § 52.245-19 (Government Property Furnished “As Is”)(APR 1984) and DFARS § 252.2246-7001 (Warranty of Data)(DEC 1991).

**UPDATE TO EXISTING CLAUSE (Applicability)**

**H-38. DELIVERY ORDER LIMITATIONS OF COST/FUNDS (APPLICABLE TO CLINs 0900-0902, 1102, 1202, 3000, 3005, 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016)**

In accordance with the FAR Clause 52.232-20, “Limitation of Cost,” or 52.232-22 “Limitation of Funds,” the Government shall not be obligated to reimburse the Contractor for work

**SECTION I- CONTRACT CLAUSES****Amendment 0006**

<u>CLIN(S) FOR WHICH CLAUSE</u> <u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>	<u>APPLIES &amp; RELATED NOTES</u>
52.243-7	Notification of Changes Paragraph (b) insert: 15 days Paragraph (d) insert: 30 days	APR 84	All
52.243-1	Changes – Fixed Price	AUG 87	All CLINs for fixed price supplies and services (for services, Alt II also applies)
52.243-1	Changes-Fixed Price (ALT II - APR 84)	AUG 87	All CLINs for fixed price and services
52.243-6	Change Order Accounting	APR 84	All Fixed Price Supply and R&D CLINs
52.244-2	Subcontracts, ALT I and II	AUG 98	All
52.244-5	Competition in Subcontracting	DEC 96	All cost-reimbursable CLINs
52.244-6	Subcontracts for Commercial Items	APR 03	All
52.245-2	Government Property (Fixed-Price Contracts)	JUN 03	All FFP CLINs
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	JUN 03	All Cost Reimbursement CLINs
52.245-18	Special Test Equipment	FEB 93	All CLINs
52.245-19	Government Property Furnished “As Is”	APR 84	All CLINs which utilize GFP provided “As Is”, See H.25.
52.246-24	Limitation of Liability – High Value End Items	FEB 97	0001, 0003, 0100, 0200, 0300, 0400, 0500, 0600, 0800, 3000, 3001, 3013. See Clause H.7
52.247-63	Preference for U.S. Flag Air Carriers	JUN 03	All
52.248-1	Value Engineering	FEB 00	All
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 96	All fixed price CLINs
52.249-6	Termination (Cost-Reimbursement)	SEP 96	All Cost Reimbursement CLINs
52.249-8	Default (Fixed Price Supply or Service)	APR 84	All fixed price CLINs
52.249-14	Excusable Delays	APR 84	All Cost Reimbursement CLINs
52.251-1	Government Supply Sources	APR 84	All Cost Reimbursement CLINs
52.253-1	Computer Generated Forms	JAN 91	All

**II. DOD FEDERAL ACQUISITION REGULATION SUPPLEMENT 948 CFR CHAPTER 2) CLAUSES:**

<u>CLAUSE</u> <u>APPLIES</u>	<u>TITLE</u>	<u>DATE</u>	<u>CLIN(S) FOR WHICH CLAUSE</u>
252.201-7000	Contracting Officer’s Representative	DEC 91	All. See G-306.
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 99	All
252.203-7002	Display of DoD Hotline Poster	DEC 91	All
252.204-7000	Disclosure of Information	DEC 91	All
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 91	For all CLINs that are Not Separately Priced
252.204-7003	Control of Government Personnel Work Product	APR 92	All
252.204-7004	Required Central Contractor Registration	NOV 01	See G.04, FAR 52.232-33

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<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>	<u>CLIN(S) FOR WHICH CLAUSE APPLIES</u>
252.229-7002	Customs Exemptions (Germany)	JUN 97	All
252.229-7003	Tax Exemptions (Italy)	JAN 02	All
252.229-7005	Tax Exemptions (Spain)	JUN 97	All
252.229-7006	Value Added Tax Exclusion (United Kingdom)	JUN 97	All
252.229-7007	Verification of United States Receipt of Goods	JUN 97	All
252.231-7000	Supplemental Cost Principles	DEC 91	All Cost Reimbursement CLINs
252.232-7002	Progress Payments for Foreign Sales Acquisitions	DEC 91	All if supply or service provided for FMS. Contracting Officer will identify the applicable Governments when FMS cases occur on this contract
252.232-7004	DOD Progress Payment Rates	OCT 01	All.
252.232-7008	Assignment of Claims (Overseas)	JUN 97	All.
252.233-7001	Choice of Law (Overseas)	JUN 97	All.
252.234-7001	Earned Value Management System	MAR 98	CLINs 3000-3001
252.235-7003	Frequency Authorization	DEC 91	All.
252.242-7000	Postaward Conference	DEC 91	All.
252.242-7004	Material Management & Accounting System	DEC 00	All.
252.243-7001	Pricing of Contract Modifications	DEC 91	All firm fixed price CLINs
252.243-7002	Requests for Equitable Adjustment	MAR 98	All.
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 00	All.
252.245-7001	Reports of Government Property	MAY 94	All. See H.31.
252.246-7000	Material Inspection and Receiving Report	MAR 03	All. See G-302, G-303.1, and G.04
252.246-7001	Warranty of Data	DEC 91	0002, 0004, 0011, 0016, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0708, 0801, 0901, 1001, 1101, 1201, 2701, 2801, 2901, 3002, 3004, 3007, 3017, 3018, 3109, 3020, 3021, 3022
252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 96	All.
252.251-7000	Ordering From Government Supply Sources	OCT 02	All.

**CHANGE TO EXISTING CLAUSE****I-2 ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)****(Changed paragraph (b)(1)(ii) to exempt JTRS from Clause F-2, capacity for MIDS LVT)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **the minimums stated per CLIN (excluding unexercised option CLINs) in clause H.2 Indefinite Quantity**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

**(1)** Any order for a single item in excess of:

the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **twenty-eight (28) months beyond the respective ordering periods for CLINs 0100-0652, thirty (30) months beyond the respective ordering periods for CLINs 0900-0905, and 12 months beyond the respective ordering periods for CLINs 3000-3022.**

**NEW CLAUSE**

**I-13. 52.216-10 INCENTIVE FEE (MAR 1997)**

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost" as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals:

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.* (1) The fee payable under this contract shall be the target fee increased by 80 cents for every dollar that the total allowable cost is less than the target cost or decreased by 60 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the

fee be greater than Y%\* of the target cost plus \$TBD\* for schedule incentive fees in accordance with Clause B-5 of this contract or less than zero percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance--Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

\* The maximum fee earnable and the total amount of schedule fee earnable shall be negotiated and included in the delivery order for CLIN 3000.

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below:

Class I ODS Identified

Specification/Standard

*[Contracting officer is to identify and insert screened ODS requirements]*

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L-13. 5252.215-9200 CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997)**

Certification of cost or pricing date is required in accordance with FAR 15.403-4 and shall be prepared in the format specified in FAR 15.406-2. The Contractor shall be required to submit the certificate as soon as practicable after agreement is reached on the contract price.

**L-14. ESTIMATED EFFECTIVE AWARD DATE**

For Bidding/Proposal purposes the estimated effective date of contract award is 30 May 2004.

**L-15. SUBCONTRACTOR COMPETITION (JUN 1999)**

(a) When another division of a potential offeror might be a competitor for a particular subsystem, the offeror shall submit a plan that addresses the following:

(1) how the offeror will ensure the subcontractor selection process results in the best value (e.g., the subcontractor selection criteria or evaluation process should not provide any benefit to a company merely because it is another division of the same company as the offeror);

(2) how the offeror will protect intellectual property rights of unaffiliated companies competing for a specified subcontract;

(3) whether any independent advisors will be used in the subcontractor selection process;

(4) whether any measures (commonly referred to as firewalls) will be implemented to isolate the source selection personnel from any other personnel in the company that could influence a subcontractor selection for reasons other than obtaining the best value; and

(5) an assessment of whether the benefits of having two sources for a specified subsystem outweigh the costs.

(b) This Plan shall be submitted in the price volume of the offeror's proposal.

**L-16. USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (DEC 1999)**

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

**L-17. FACILITIES CAPITAL COST OF MONEY (MAY 1999)**

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If the offeror proposes facilities capital cost of money as part of their proposed costs, the offeror shall submit with their proposal a completed DD Form 1861 "Contract Facilities Capital and Cost of Money." with supporting documentation.

**L-18. SUBMISSION OF ELECTRONIC PROPOSALS (MAR 2001)**

(a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>.

(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

(1) Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files.

(2) The proposal submission files may be compressed (zipped) into one, self-extracting file entitled "PROPOSAL.EXE" using WinZip version 6.3 or greater.

(3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

(4) In addition to the requirements of subparagraphs (1)-(3) above, cost data submitted in accordance with Provision L-23 shall be provided in Microsoft® Excel 2000 (9.0.4402 SR-1)-compatible format

(c) Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (c) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

**L-19. GOVERNMENT-FURNISHED PROPERTY (OCT 1998)**

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

**L-20. TECHNICAL DATA AND COMPUTER SOFTWARE RIGHTS**

(a) In order that the Government may compete follow-on procurements for MIDS JTRS, the Government has determined that, in accordance with 10 U.S.C. § 2320(a)(2)(B,C,D), its minimum needs for this acquisition include Unlimited Rights to all technical data labeled as such in Column 3 of Table B-1 of Section B, and Government Purpose Rights to all remaining technical data and computer software delivered under this contract, thereby permitting competitive follow-on acquisitions of MIDS JTRS.

(b) The Government assumes that an offeror need not use any technical data or computer software developed completely at private expense to perform this contract. Accordingly, the Government does not envision any circumstance where, in completing the Section K clause entitled "Identification and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017), an offeror will deliver less than Unlimited Rights to the Government for any technical data or computer software delivered under this RFP. If this assumption is correct, offerors shall:

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production. The offeror shall describe its anticipated monthly production rate and demonstrate how it intends to meet that anticipated rate.

#### **L-23. CONTENT OF VOLUME II PRICE/COST PROPOSAL**

This volume shall contain cost/price information only. The guidelines and requirements in this section are provided to (1) aid the offeror in preparing its cost/price volume, and (2) aid the Government in reviewing and evaluating the offeror's cost/price volume. The Government's intent is to provide instructions that will allow the offeror to develop clear, concise and comprehensible proposals and to minimize data requests by the Government during the evaluation process.

Data contained in the cost/price proposal shall be consistent with data contained in the Technical and Management Sections of the offeror's proposal.

##### **L23-1.1 General Information**

On the first page of this section, the Offeror shall state that the Cost Proposal has been prepared completely in accordance with the terms and conditions of the solicitation. However, if the Offeror takes any exceptions to the terms and conditions of the solicitation, these exceptions shall be clearly set forth in the cover letter and shall be explained by the Offeror with the understanding that such exceptions may not be acceptable to the Government.

The Offeror shall state the beginning and end of its fiscal year for the purposes of cost estimating.

It is the Government's intention to award a first delivery order for the MIDS JTRS Phase 2B concurrently with the modification to the MIDS production contract(s) that will incorporate the changes described in this solicitation. This delivery order will most likely include all of the effort under CLINs 3000, 3002, and 3012. A delivery order for CLINs 3001, 3004 through 3011, and 3013 through 3022 may be placed at a later date in accordance with the terms of the contract and the changes to the contract presented in this solicitation.

The 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 this provision. For example, the subcontractors' cost proposal must utilize the common CWBS requirements outlined below and the various Templates at the end of this Section L. Subcontractor cost proposals may be submitted directly to the Government. All cost proposals from the subcontractors specified in Provision L-24, below, should be priced in the European euro. Any reference to the subcontractor amounts in the prime offeror's proposal shall be in US dollars. The prime offeror shall use the euro/dollar conversion rate stipulated in Clause H-59 to compute a US dollar amount for subcontractor proposals.

In the preparation of its proposal the offeror should assume that the one post-award conference and nine program management reviews (PMRs) required by the Statement of Work will rotate among the two US prime contractors and each of the four European subcontractors specified in Provision L-24, below. Therefore, one of the prime contractors should host the post award conference and both of the prime contractors should split the hosting of 5 of the PMRs. Each of the subcontractors specified in Provision L-24, below, should host one PMR. It is the responsibility of the offerors to ensure that they and their subcontractors coordinate the locations of all of the PMRs so that all proposals received by the Government are consistent between each of the two offerors.

##### **L23-1.2 Proposed Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee or Prices (CLINs 3000, 3001, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, and 3017 through 3022)**

Offerors shall complete Section B and provide it in this volume. This Section B shall include:

- (a) A definitive estimated cost and target fee for CLINs 3000\*\*\*
- (b) a not-to-exceed unit price amount for sub-CLIN 3001AA\*;
- (c) an estimated unit price amount for sub-CLIN 3001AB\*;

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- (d) definitive firm fixed prices for each CDRL item identified in Table 3 of Section B (CLIN 3004);
- (e) A definitive cost-plus-fixed-fee for CLIN 3005\*\*
- (f) an estimated cost-plus-fixed-fee for CLIN 3006\*\*\*\*;
- (g) an estimated cost-plus-fixed-fee for CLINs 3008, 3010, 3011, 3014, 3015, and 3016; an estimated firm fixed price for CLIN 3009; and an estimated cost-plus-incentive-fee arrangement for CLIN 3013. \*\*\*\*
- (h) A definitive firm fixed price for CLIN 3012

\*A price for subCLINs 3001AA and 3001AB will be negotiated under individual delivery order(s). The price for sub-CLIN 3001AA shall not exceed the unit price provided by the offeror in response to this RFP (see L23-1.2(b)). The Government estimates that a request for proposal for subCLIN 3001AA will be sent to the offeror on or about the end of February 2005 so that a definitive price may be negotiated. The Government estimates that any award of subCLIN 3001AA will be on or about 30 June 2005. For sub-CLIN 3001AB the offeror should provide an estimated unit price for informational purposes.

\*\* If the Government does not provide the Computer Software Operating environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., CLIN 3005 may be ordered. In pricing this CLIN the contractor should assume that the period of performance for CLIN 3005 may begin any time from the date of award of CLIN 3000 and 6 months thereafter and shall be completed by the start of contractor FAQT.

\*\*\* The prime offeror that subcontracts with Thales shall provide two proposal amounts for CLIN 3000 based on the following two quantity scenarios:

(1) US: 10 first articles  
Thales: 16 first articles

(2) US: 7 first articles  
Thales: 8 first articles

The prime offeror that subcontracts with Marconi shall provide two proposal amounts for CLIN 3000 based on the following two quantity scenarios:

(1) US: 10 first articles  
Marconi: 11 first articles

(2) US: 7 first articles  
Marconi: 11 first articles

\*\*\*\* A definitive cost-plus-fixed-fee, firm fixed price, or estimated cost-plus-incentive-fee arrangement will be negotiated under individual delivery orders as applicable for these CLINs. The offeror should provide estimates for informational purposes. Please see Clause F-2 for the period for issuing orders. For CLIN 3013, the offeror shall assume the following FAQT quantities:

The prime offeror that subcontracts with Thales shall provide two proposal amounts for CLIN 3013 based on the following two quantity scenarios:

(3) US: 5 first articles  
Thales: 3 first articles

(4) US: 3 first articles  
Thales: 3 first articles

The prime offeror that subcontracts with Marconi shall provide two proposal amounts for CLIN 3013 based on the following two quantity scenarios:

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- (3) US: 5 first articles  
Marconi: 4 first articles
  
- (4) US: 3 first articles  
Marconi: 4 first articles

Please note that CLINs 3002, 3007, 3017, 3018, 3019, 3020, 3021, and 3022 are not separately priced. All cost and fee associated with CLIN 3002 and CLIN 3007 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3000. All cost and profit associated with CLIN 3017 shall be included in the firm-fixed-price for CLIN 3001. All cost and profit associated with CLIN 3018 shall be included in the firm-fixed-price for CLIN 3009. All cost and profit associated with CLIN 3019 shall be included in the firm-fixed-price for CLIN 3012. All cost and fee associated with CLIN 3020 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3013. All cost and fee associated with CLIN 3021 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3015. All cost and fee associated with CLIN 3022 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3016.

#### **L23-1.3 Proposed Cost**

##### **L-23.1.3.1 CWBS (CLINs 3000, 3002, 3005, and 3012)**

SPREADSHEET FORMAT A: The Offeror shall provide a breakdown of cost for Contract Line Item Numbers (CLINs) 3000, 3002, and 3005 by cost element (see L-23.1.3.3, Cost Elements, below) in accordance with a Contract Work Breakdown Structure (CWBS) that is common among the participating MIDS JTRS Phase 2B vendors. The format for this spreadsheet shall be in accordance with Template A, Total Cost by CWBS and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing.

The Offeror shall work with the other MIDS JTRS Phase 2B vendor(s) to define a common CWBS. An example CWBS that may be used as a starting point for this discussion between the MIDS JTRS Phase 2B vendors is at the end of this Section L. At a minimum, the Government would like the final, common CWBS to include the elements contained in the provided example CWBS. The offeror, in conjunction with the other MIDS JTRS Phase 2B vendor(s), may make changes to the structure of this CWBS example or make additions to this CWBS example as needed to meet an essential requirement of the RFP or to enhance the effectiveness of the Contract CWBS in satisfying program objectives. Contractors are expected to extend the CWBS to the appropriate level - the level that satisfies the critical visibility requirements and does not overburden the management control system. Although there may not be a one-to-one relationship, the relationship of the CWBS elements to the statement of work tasks, the specifications, and the contract line items should be clearly traceable.

##### **L-23.1.3.2 BASES OF ESTIMATE (CLINs 3000, 3002, 3005 and 3012)**

For each lowest-level WBS element to be performed by the Offeror in accordance with the common CWBS structure defined by the MIDS JTRS Phase 2B vendor(s), the offeror shall provide a basis of estimate that includes, at a minimum, the following information:

- (a) Company Name
- (b) CWBS Title
- (c) CWBS Number
- (d) CLIN Number
- (e) Labor Category, including associated Labor Category code, if applicable
- (f) Hours per Labor Category
- (g) Subcontracts
- (h) Travel
- (i) Other Direct Costs
- (j) Duration of Task
- (k) CWBS Task Definition

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A complete rationale for each cost element listed above (e through i) and the proposed task duration (j) shall be included in the bases of estimate. If the Offeror proposes any subcontracts within the Offeror's BOE (i.e. if, in the case of a minor subcontractor, a separate cost proposal by CWBS element is not provided by the subcontractor), the Offeror shall name the subcontractor and provide the subcontractor's cost or price and, if appropriate, cost evaluation of that subcontractor's price. Any BOE that lists a subcontractor shall have the proposed subcontractor's proposed cost or price quotation attached. Any travel proposed shall describe the purpose of the trip, the trip destination, the duration of the trip, the number of people travelling, the proposed cost of airfare, the proposed cost of per diem, and the proposed cost of lodging. Any other direct costs proposed shall include a complete description and rationale for those costs. In short, all cost elements described within the BOE shall be fully described and supported by the Offeror in the BOE.

**L-23.1.3.3 COST ELEMENTS (CLINs 3000, 3002, 3005 and 3012)**

SPREADSHEET FORMAT B: The Offeror shall provide a separate spreadsheet for each CLIN that delineates a total breakdown by the following cost elements, as applicable, and for each month of performance. The format for this spreadsheet shall be in accordance with Template B, Total Cost by CLIN and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing. A roll-up summary of this spreadsheet shall also be provided at the CLIN Level in accordance with Template C, which is at the end of this Section L. Again, the Offeror may tailor this template if certain cost elements are extraneous or missing.

- o (1) Direct Materials – Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g., engineering estimate, vendor quotation, catalog item). Provide a detailed Bill of Material (BOM) showing piece parts, quantities, unit prices and extended prices by WBS. Also provide a summary BOM in descending extended price order. The format for this information is provided below.

WBS#	WBS Element	Unit of Measure	Vendor	Basis of Price	Sole Source/Comp	Qty/Unit	Unit Price	Total Qty	Total Recurring	Total Non-Recurring	Total Extended Cost

- o (2) Material Overhead – If applicable and in accordance with the Offeror's normal accounting procedures, identify the material overhead rate(s) and total material overhead amount being proposed and identify the cost elements to which the material overhead rate is applied.
- o (2) Direct Labor – Identify the various labor categories required/intended for use under this contract (e.g. Sr. Engineer, Jr. Engineer). Include the labor category code assigned by the Offeror, if applicable, the number of labor hours and total cost for each labor category proposed.
- o (3) Fringe Benefits – If applicable and in accordance with the Offeror's normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements to which the fringe benefit rate is applied.
- o (4) Overhead – Identify the current and projected overhead rate(s) and total overhead cost being proposed and identify the various cost elements to which overhead is applied.
- o (5) Other –

## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

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- (i) Direct Cost – Identify any other direct cost elements being proposed which are not included above but are applicable to your cost volume (e.g., royalties, Special Tooling, Material, Travel, Computer Usage). The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror’s approved cost accounting practices as disclosed in the Offeror’s CAS Disclosure Statement.
  - (ii) Indirect Cost – Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of validity of any such agreement.
- o (6) General and Administrative Expense – Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements to which the G&A is being applied.
  - o (7) Fee – Identify the fixed fee rate, total fixed fee, and the cost elements to which the fee is applied.
  - o (8) Facilities Capital Cost of Money (FCCM) – If the Offeror proposes FCCM, the Offeror shall submit with its proposal a completed DD Form 1861 “Contract Facilities Capital and Cost of Money” with supporting documentation.

#### **L-23.1.3.4 Offeror Support for Asserting Data and Software Restrictions and Proposed Prices**

If the offeror identifies in its completed Section K clause entitled “Identification and Assertion of Use, Release, or Disclosure Restrictions” (DFARS 252.227-7017) that it will deliver any of the CDRLS listed in Section B, Table 3 with less than Unlimited Rights, the offeror shall fully support: 1) its rationale for asserting the identified restrictions, and 2) its rationale for any price other than “\$0” proposed in Section B, Table 3 Section B. This section should be sufficiently detailed to provide the Government with a complete understanding of the circumstances that led the contractor to assert that other than unlimited rights will be provided to the Government, and that led the contractor to propose any price other than “0”. To explain its asserted restrictions and/or proposed prices, the offeror shall describe and disclose amounts of any IR&D funding or other contractor funding invested, or any other factors that support the asserted restrictions and/or proposed prices.

**L-23.1.3.5** In addition to the above requirements, the Offeror may provide other type of cost data or formats that would aid in the evaluation of its proposal.

#### **NEW CLAUSE**

#### **L-24. REQUIRED SUBCONTRACTING ARRANGEMENTS**

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations’ designated national contractors. To that end, the prime U.S. vendor participants responding to this RFP must subcontract with one of the following “Integrator” industries to be eligible for award of a contract for this requirement:

- France: Thales Communications (“Integrator”)
- Italy: Marconi Selenia Communications (“Integrator”)

The prime U.S. vendors must each select a different European integrator. At a minimum, the role of the European “integrator” will be to assemble and qualify terminals at a European facility for delivery to the European nations.

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Additionally, the following European companies must be included as a subcontractor under one or more of the prime U.S. vendor proposals and resulting contracts:

- Spain: Indra Sistemas S.A.
- Germany: EADS Deutschland GmbH

**SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

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**TEMPLATE A – Total Cost by CLIN, CWBS and Cost Element**

CLIN No.
----------

CWBS No.	Direct Materials	Material Overhead	Direct Labor Hours	Total Unburdened Labor Cost	Fringe Benefits	Overhead	Other Direct Cost	Subtotal	G&A	Total Cost	Fixed Fee	Total Cost Plus Fixed Fee

**SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

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**TEMPLATE B – Total Cost by CLIN, CWBS, Cost Element, and Month**

CLIN No.
CWBS No.

Cost Element	February 2004 (example)	March 2004	April 2004	May 2004	June 2004	July 2004	August 2004	September 2004	October 2004
Direct Material									
Material Overhead									
Direct Labor Hours									
Direct Labor									
Fringe Benefits									
Overhead									
Other Direct Cost									
Subtotal									
G&A									
Total Cost									
Fixed Fee									
FCCM									
Total Cost Plus Fixed Fee									

**SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

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**TEMPLATE C – Total Cost by CLIN, Cost Element, and Month**

CLIN No.
----------

Cost Element	February 2004 (example)	March 2004	April 2004	May 2004	June 2004	July 2004	August 2004	Septemb er 2004	October 2004
Direct Material									
Material Overhead									
Direct Labor Hours									
Direct Labor									
Fringe Benefits									
Overhead									
Other Direct Cost									
Subtotal									
G&A									
Total Cost									
Fixed Fee									
FCCM									
Total Cost Plus Fixed Fee									

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**STATEMENT OF WORK**

**PHASE 2B DEVELOPMENT**

**MIDS JOINT TACTICAL RADIO SYSTEM**

**5 March 2004**

**Revision U**

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## 1. SCOPE

This Statement of Work (SOW) defines the tasks to be performed, and the hardware and software to be delivered by the contractor in the Development Phase 2B of the Multifunctional Information Distribution System (MIDS) Joint Tactical Radio System (JTRS) cooperative development.

The objective of the MIDS JTRS cooperative development program is to enable the participating contractors to produce equipment that will meet the MIDS JTRS Functional Baseline (FBL) requirements. Since the intent of this contract is to enable two U.S. and two European producers of MIDS JTRS terminals, no limitations will be imposed on the European subcontractors from producing and delivering MIDS JTRS terminals. The resulting MIDS JTRS Terminal, hereafter referred to as the "Terminal", shall be capable of porting and simultaneous operating multiple communications waveforms and shall be compliant with the JTRS Software Communications Architecture (SCA). There shall be two configurations, a "Main" configuration and an "Expanded Modular Function (EMF)" configuration. The "Main" configuration Terminal shall be capable of stand alone operation or operation in conjunction with a "EMF" configuration Terminal. The "EMF" configuration Terminal shall only be capable of being used in conjunction with a "Main" configuration Terminal.

For the purposes of this procurement, the term "contractor" shall encompass the prime U.S. contractor and its European and U.S. subcontractors and the phrase "other participating contractors" shall mean all other prime contractors together with their subcontractors.

The objective of the Development Phase 2B is to develop, build, and qualify a Terminal that meets all the requirements specified in the FBL consisting of the System Specification (SS) for the MIDS JTRS, the System/Segment Interface Control Specification (S/SICS) for MIDS JTRS, the System Specification for Link 16 Waveform (SSL16W) for MIDS JTRS, and the System Specification for TACAN Waveform (SSTW) for MIDS JTRS; and all other requirements applicable to the Terminal as specified elsewhere in the contract and to develop the capabilities and support programs to a level where the Terminal can be produced and/or delivered by each prime contractor and European integrator and supported by each participating nation. The two Terminal configurations shall be as specified in the SS and the S/SICS.

The contractor, in conjunction with the other participating contractors, shall develop the Terminal. In addition, the contractor shall perform the tasks to achieve First Article Approval. The contractor shall designate a U.S. Terminal integrator and a European Terminal integrator. The contractor shall conduct all the activities necessary for First Article Approval of the Terminal configurations resulting from the activities of the designated integrators. A Preliminary Design Review (PDR), a Critical Design Review (CDR), and a Test Readiness Review (TRR) with each contractor shall be conducted. The Technical Data Package (TDP) may also be ordered.

The data to be delivered as a result of performing the tasks prescribed by this SOW are specified in the Contract Data Requirements List (CDRL).

## **2. APPLICABLE DOCUMENTS**

The following documents of the exact issue shown form a part of this SOW to the extent specified herein. In the event of conflict between the documents referenced here and the contents of this SOW, the conflict shall be resolved according to the order of precedence given in Section H, Clause H-1.2 of the contract. For the specifications and references shown below without a release date or version number, this SOW assumes the last revision at the time of award is applicable.

### **2.1 SPECIFICATIONS**

ICS-J-10002	System/Segment Interface Control Specification for MIDS JTRS
MSRS-5000SCA Version 2.2 17 November 2001	Software Communications Architecture
SS-J-10001	Performance Specification, System Specification for MIDS JTRS
SS-J-10002	Performance Specification, System Specification for LINK-16 Waveform for MIDS JTRS
SS-J-10003	Performance Specification, System Specification for TACAN Waveform for MIDS JTRS
TSRD No. ___ - ___ 17 September 2003 (DRAFT)	Telecommunications Security Requirements Document for the Multifunctional Information Distribution System (MIDS) Joint Tactical Radio System (JTRS)
UIC	Unified Information Security (INFOSEC) Criteria
DoD	EMC Features Certification Performance Specification
Revision 1D 11 April 2002	SINGARS/ESIP Waveform Development Specification

### **2.2 STANDARDS**

ANSI/EIA-632-1998 7 January 1998	Processes for Engineering a System
ANSI/EIA-649-1998	National Consensus Standard for Configuration Management
ANSI/EIA-748-1998	Standard for Earned Value Management Systems

19 May 1998

AQAP-2110  
Edition 1  
June 2003

NATO Quality Assurance Requirements for Design,  
Development and Production

ARMP-1  
Edition 2  
October 1993

NATO Requirements for Reliability and Maintainability

IEEE/EIA 12207  
1998

Software Life Cycle Processes

ISO 9001-2000

Quality Systems – Model for Quality Assurance in  
Design/Development, Production, Installation and Servicing

ISO 10012-1  
2003

Quality Assurance Requirements for Measuring Equipment –  
Part 1: Metrological Confirmation System for Measuring  
Equipment

FED-STD-313D  
3 April 1996  
Notice 1  
21 March 2000

Material Safety Data, Transportation Data, and Disposal Data  
for Hazardous Materials Furnished to Government Activities

MIL-STD-196E  
17 February 1998

Joint Electronics Type Designation System

MIL-STD-461E  
20 August 1999

Requirements for the Control of Electromagnetic Interference  
Characteristics of Subsystems and Equipment

MIL-STD-961D  
22 March 1995

Defense Specifications

MIL-STD-1686C  
25 October 1995

Electrostatic Discharge Control Program for Production of  
Electrical and Electronic Parts, Assemblies, and Equipment

MIL-STD-2218  
20 May 1992

Thermal Design, Analysis, and Test Procedures for Airborne  
Electronic Equipment

### 2.3 HANDBOOKS

MIL-HDBK-61A  
7 February 2001

Configuration Management Guidance

MIL-HDBK-189

Reliability Growth Management

13 February 1981  
Notice 1  
24 October 2000

MIL-HDBK-217F      Reliability Prediction of Electronic Equipment  
Notice 1  
10 July 1992  
Notice 2

MIL-HDBK-338B      Electronic Reliability Design  
1 October 1998

MIL-HDBK-470A      Designing and Developing Maintainable Products and Systems  
4 August 1997

MIL-HDBK-472      Maintainability Prediction  
24 May 1966  
Notice 1  
12 January 1984

MIL-HDBK-781A      Reliability Test Methods, Plans, and Environments for  
1 April 1996      Engineering Development, Qualification, and Production

MIL-HDBK-2165      Testability Program for Systems and Equipment  
31 July 1995

#### 2.4    **OTHER DOCUMENTS**

C-M (55) 15      North Atlantic Defense System (NADS) Program Security  
15 November 1984      Classification Guide

December 2000      MIDS Configuration and Data Management Plan

Current Version      MIDS LVT System Level Maintenance Plan  
is applicable

January 1999      Program Security Instruction for Multifunctional Information  
Distribution System

DoD 5000.2      Operation of the Defense Acquisition System  
Regulation

### **3. REQUIREMENTS**

Unless a Contract Line Item Number (CLIN) number is specifically referenced after a section number or at the end of a paragraph in this SOW, all sections of this SOW shall apply to CLIN 3000.

#### **3.1 COOPERATIVE PROGRAM**

**3.1.1 Responsibilities.** The contractor, in conjunction with the other participating contractors, shall cooperatively develop the Main and EMF Terminal. The contractor, in conjunction with the other participating contractors, shall define the relationships and responsibilities among the participating contractors to design and develop the Terminals and its component modules. The contractor, in conjunction with the other participating contractors, shall ensure that all design, development, test, logistics, manufacturing and producibility, and quality assurance disciplines are active participants in the design and development process. The relationships and responsibilities among the participating prime contractors and their subcontractors to design and develop the Terminal shall be defined in a single System Engineering Management Plan (SEMP) developed by all the participants. The contractor, in conjunction with the other participating prime contractors, shall report and discuss these elements at the Post Award Conference.  
(CDRL JA01)

## 3.2 ENGINEERING

**3.2.1 Terminal Design.** The contractor, in conjunction with the other participating contractors, shall provide the design of the Terminal, hardware configuration items, and software configuration items. The Terminal design shall comply with the FBL requirements and all other requirements applicable to Terminal as specified elsewhere in the contract.

**3.2.2 Reserved.**

**3.2.3 Systems Engineering.**

**3.2.3.1 Systems Engineering Management.** The contractor, in conjunction with the other participating contractors, shall perform systems engineering management activities in accordance with the single SEMP developed by all the participants, and shall conduct analysis to identify support functions and requirements needed to develop, test, operate, and maintain the Terminal. The contractor, in conjunction with the other participating contractors, shall prepare, update, maintain, and implement the MIDS JTRS SEMP as guided by ANSI/EIA-632. The contractor shall adhere to the SEMP. (CDRL JA01)

**3.2.3.2 Systems Engineering Requirements.** The systems engineering effort during the period of the contract shall be the definition and development of the Terminal. The Terminal shall be production representative.

**3.2.3.2.1 Requirements Analysis.** The Terminal requirements shall be as specified in the SS, the S/SICS, SSL16W, and the SSTW composing the FBL (see 3.4.1.1.1) and all other requirements applicable to Terminal as specified elsewhere in the contract.

**3.2.3.2.2 Requirements Allocation.** Beginning with the preliminary Allocated Baseline (ABL) previously developed under Phase 2A, the contractor, in conjunction with the other participating contractors, shall complete the allocation of performance and design requirements to each function and subfunction on an iterative basis as the system development progress towards the PDR. The allocated requirements shall be stated in sufficient detail for allocation to hardware and computer resources. Allocated requirements shall be traceable through the analysis by which they were derived to the system requirement they are designed to fulfill.

**3.2.3.2.3 Reserved.**

**3.2.3.2.4 Reserved.**

**3.2.3.2.5 Interchangeability.** The contractor, in conjunction with the other participating contractors, shall provide systems engineering to assure interchangeability at the Shop Replaceable Unit (SRU) and Line Replaceable Unit (LRU) levels between Terminals produced by all participating integrators as specified in Clause C-2.1.

**3.2.3.2.6 National Waveforms (CLIN 3014).**

- a. The contractor, in conjunction with the other participating contractors, shall ensure that the Terminal design allows the porting and instantiation of national SCA compliant waveforms, such as PR4Gs, in the three programmable Terminal waveform channels.
- b. The contractor, in conjunction with the other participating contractors, shall ensure that the Terminal design supports instantiation of national cryptographic algorithms and devices.

**3.2.3.2.7 Reserved.**

**3.2.3.2.8 Hardware Configuration Items (HWCIs).** The contractor's system engineering activity, in conjunction with the other participating contractors, shall designate HWCIs. The contractor, in conjunction with the other participating contractors, shall designate all Terminal LRUs and SRUs to be HWCIs.

**3.2.3.2.9 Reserved.**

**3.2.3.2.10 Generation of Specifications.** The contractor's system engineering activity, in conjunction with the other participating contractors, shall:

- a. Complete, update, and maintain the Terminal LRU and SRU Item Performance Specifications (IPSs) previously drafted under Phase 2A of the Terminal development in accordance with section 4 and Appendix A of MIL-STD-961. (CDRL JA02)
- b. Generate, update, and maintain any Terminal LRU and SRU IPSs not previously developed in accordance with Section 4 and Appendix A of MIL-STD-961. This applies only to the EMF Terminal. (CDRL JA02) (CLIN 3013)
- c. Generate, update, and maintain Software Requirements Specifications (SRSs) in accordance with 3.2.8.1.2. A separate SRS is required for each Computer Software Configuration Item (CSCI). (CDRL JA03)
- d. Generate the Software Design Descriptions (SDDs) in accordance with 3.2.8.1.2. A separate SDD is required for each CSCI. (CDRL JA0W)
- e. Generate the Software Product Specifications (SPSs) in accordance with 3.2.8.1.2. A separate SPS is required for each CSCI. (CDRL JA05)

The contractor's plan, in conjunction with the other participating contractors, for generating, completing, updating and maintaining the specifications, including the

schedule for Government review and approval (when required by the CDRL), shall be provided in the SEMP. (CDRL JA01)

**3.2.3.2.11 Generation of Interface Documents.** The contractor's system engineering activity, in conjunction with the other participating contractors, shall:

- a. Complete, update, and maintain the internal Interface Control Document (ICD) for the Receiver Transmitter (RT) LRU previously developed under Phase 2A of the Terminal development in accordance with the external interface content requirements guidelines of Appendix A, Section A.3.18 of MIL-STD-961. (CDRL JA06)
- b. Generate, update, and maintain the software Interface Requirements Specifications (IRSs) in accordance with 3.2.8.1.2. A separate IRS is required for each CSCI. (CDRL JA07)
- c. Generate the software Interface Design Documents (IDDs)/Application Program Interfaces (APIs) between CSCIs and between CSCIs and HWCIs in accordance with 3.2.8.1.2. A separate IDD/API is required for each CSCI. (CDRL JA08)

The contractor's plan, in conjunction with the other participating contractors, for generating, completing, updating and maintaining the interface documents, including the schedule for Government review and approval (when required by the CDRL), shall be provided in the SEMP. (CDRL JA01)

### **3.2.3.3 System Engineering/Design Reviews.**

**3.2.3.3.1 Technical Reviews.** The contractor, in conjunction with the other participating contractors, shall conduct systems engineering reviews with the Government. These reviews shall be conducted at the contractors' facilities.

If contractor prerequisites which impact any formal technical review have not been fulfilled as a result of contractor action, the Government shall have the option of postponement of that formal technical review without prejudice to other contractual schedule requirements. In addition to requirements stated for each review, formal technical reviews or meeting shall not be considered closed until all associated action items within the scope of the contract have been resolved to the Government's satisfaction. The contractor, in conjunction with the other participating contractors, shall prepare minutes and presentation materials for each technical review and meeting. The schedule for these reviews shall be presented at the Program Management Reviews (PMRs).

At the request of the contractor, the Government may conduct separate final technical review sessions attended only by the contractor and the Government for the purpose of

discussing information that the contractor does not wish to disclose to the other participating contractors.

(CDRL JD09, CDRL JD0A)

**3.2.3.3.1.1 Reserved.**

**3.2.3.3.1.2 Preliminary Design Review.** The contractor, in conjunction with the other participating contractors, shall conduct the hardware PDR in accordance with Appendix B. The contractor, in conjunction with the other participating contractors, shall conduct the software PDR in accordance with Appendix B. PDRs for portions of HWCIs or CSCIs are unacceptable. The PDR shall not take place until the specifications and documents identified in the ABL have been submitted to the Government in accordance with the CDRL. The PDR shall not be closed until the Government has reviewed the ABL specifications and documents, all resulting Government comments have been resolved, and the ABL specifications and documents authenticated by the Government.

**3.2.3.3.1.3 Critical Design Review.** The contractor, in conjunction with the other participating contractors, shall conduct a hardware and software CDR in accordance with Appendix C. CDRs for portions of HWCIs and CSCIs are unacceptable. At the CDR, the contractor shall propose to the Government for approval their entrance criteria for First Article Qualification Test (FAQT). A production readiness assessment shall be part of the CDR.

**3.2.3.3.1.4 Test Readiness Review.** The contractor shall conduct a TRR and present to the Government status of all the contractor FAQT test plans and test procedures; test results from module level tests and system integration tests; and status of completion of all of the entrance criteria for FAQT established at the CDR. The contractor shall conduct the TRR in accordance with Appendix E. The contractor shall also present test tool development status and other test data that demonstrates to the Government that the contractor's Terminal is ready to enter FAQT.

**3.2.3.3.1.5 Reserved.**

**3.2.3.3.1.6 Subcontractor/Vendor Reviews.** The contractor shall review equipment developed by subcontractors for common development items only. The contractor shall assure that actions required as a result of these design reviews are accomplished. The Government may participate as an observer in subcontractor and vendor design reviews at its option.

**3.2.3.4 Technical Interchange Meetings (TIMs).** The Government will conduct TIMs after a request for a TIM by the Government or the contractor. TIMs shall be held at the contractor's facility or a Government facility at the direction of the Government. For Government called TIMs, the Government will provide the contractor with a list of topics to be discussed at the TIM; otherwise, the contractor shall provide an agenda. The documentation support requirements in paragraph 3.2.3.3.1 shall apply. A maximum of 9

TIMs shall be required. The contractor shall document each meeting's significant events, results, and action items in minutes. (CDRL JD09, CDRL JD0A)

**3.2.3.5 Reserved.**

**3.2.3.6 System Safety.**

**3.2.3.6.1 System Safety Program.** The contractor, in conjunction with the other participating contractors, shall extend the System Safety program established under the MIDS Low Volume Terminal (LVT) program to include the Terminal. The contractor, in conjunction with the other participating contractors, shall perform an analysis on the impact to systems safety due to the Terminal design. The contractor, in conjunction with the other participating contractors, shall present the results of the analysis at the PDR and CDR.

**3.2.3.6.2 Hazardous Materials.** Any hazardous material as defined in FED-STD-313 which may be used in, supplied with, or required in support of any supplied product shall be approved by the Government. Prior to approval, the contractor shall provide a Hazardous Material Summary Report to the Government. This report shall identify all hazardous material and include justification for its use. Additionally, it shall include the necessity for the type, container size, and quality of hazardous material (or material that results in hazardous waste) together with a listing of less hazardous potential substitutes that were considered and the reasons why these substitutes cannot be used. The order of precedence for acceptance shall be:

- a. Non-hazardous material
- b. Material that is recyclable
- c. Material that results in hazardous waste that can be treated to reduce it to a non-hazardous state.

The contractor shall submit a Hazardous Material Summary Report to the Government for review and approval. The submittal shall include a Material Safety Data Sheet (MSDS) (OSHA Form 174) for all material listed in the report, other than those sheets submitted prior to contract award as required by Federal Acquisition Regulation (FAR) Clause 52.223-3 and as listed in contract section D and I. (CDRL JA0B)

**3.2.3.7 Reserved.**

**3.2.3.8 Reliability and Maintainability (R&M).**

**3.2.3.8.1 Requirements.** The contractor, in conjunction with the other participating contractors, shall conduct a reliability and maintainability program for the Terminal in accordance with ARMP-1 paragraphs 313, 314 and 326. For purposes of this procurement, the term "Purchaser" where used in ARMP-1 shall be considered

synonymous with “Government” where used elsewhere in this SOW. The following requirements supplement the referenced paragraphs of ARMP-1:

- a. Section 6.3 of MIL-HDBK-338 and section 4.4.1.6.2 of MIL-HDBK-470 may be used as guidance to supplement paragraph 313, R&M Allocations, of ARMP-1. The contractor, in conjunction with the other participating contractors, shall provide allocations to the LRU and SRU levels.
- b. Section 6.4.5 of MIL-HDBK-338 and section 4.4.1.6.1 of MIL-HDBK-470 may be used as guidance to supplement paragraph 314, R&M Predictions, of ARMP-1. The contractor, in conjunction with the other participating contractors, may use the operating environments as defined in table 3.2 of MIL-HDBK-217 for the reliability predictions. The contractor, in conjunction with the other participating contractors, may use the procedures of MIL-HDBK-217, parts stress analysis method, for the reliability prediction and procedure V of MIL-HDBK-472 for the maintainability prediction. If the contractor, in conjunction with the other participating contractors, elects to use MIL-HDBK-217, but when, in the contractors’ judgment, the data in MIL-HDBK-217 is dated, incomplete, or otherwise inadequate, the contractor, in conjunction with the other participating contractors, shall use additional sources, of the contractors’ choosing, that, in the contractors’ judgment, provide more accurate data for the prediction of reliability. The contractor, in conjunction with the other participating contractors, shall identify these additional sources in the Reliability Predictions and Documentation of Supporting Data. The reliability prediction model shall consist of all the subsystems and assemblies in series. The contractor, in conjunction with the other participating contractors, shall have as a goal the achievement of a reliability prediction with a Terminal Mean Time Between Failure (MTBF) of 1250 hours.

The contractor, in conjunction with the other participating contractors, shall perform the reliability prediction with two different cooling conditions:

- For condition A, which corresponds to the worse case cooling conditions, the Terminal shall be assumed to transmit Link 16 packed-2 double pulse messages in 50 percent of the Link 16 Time Division Multiple Access (TDMA) time slots and to receive in all remaining time slots, the inlet cooling air shall be assumed to be +29.4° C (+85° F), the exit cooling air temperature shall be assumed to be +71° C (+160° F), and the flow rate characteristics of the cooling air shall be assumed to the characteristics specified in 3.20.3.1 of the SS.
- For condition B, which corresponds to the nominal cooling conditions, the Terminal shall be assumed to transmit Link 16 packed-2 double pulse messages in 50 percent of the Link 16 TDMA time slots and to receive in all remaining time slots, the Single Channel Ground to Air

Radio System (SINCGARS) ESIP Waveform is operating in channels 2-4, the inlet cooling air shall be assumed to be +29.4° C (+85° F), with a cooling air flow rate of 15 grams/second for the RT LRU and 2.6 grams/second for the Remote Power Supply (RPS) LRU.

The contractor, in conjunction with the other participating contractors, shall use Condition B to evaluate the effect of power dissipation changes on the reliability predictions. The contractor, in conjunction with the other participating contractors, shall perform reliability predictions for the RT LRU and the RPS LRU for the two conditions described above (A, B), assuming an airborne uninhabited fighter environment. Use of other procedures shall be subject to Government approval. The contractor shall perform a thermal survey on the RT LRU and the RPS LRU with the results to be used to update the reliability prediction. The thermal survey shall be performed at Terminal operating and temperature conditions as specified for Condition A above for reliability predictions. As actual experience and test data become available in addition to the results of the thermal survey, the contractor shall update the reliability predictions. This shall not be interpreted as requiring the contractor to perform more than a single thermal survey. (CDRL JA0F)

- c. MIL-HDBK-189, section 8.5 of MIL-HDBK-338 and sections 5.2.1.1, 5.3.1, and 5.5 of MIL-HDBK-781 may be used as guidance to supplement paragraph 326, Reliability Growth Test (RGT) Program, of ARMP-1. The RGT program shall be conducted to enhance life cycle and mission reliability. The RGT program shall be equivalent to a Test, Analyze, And Fix (TAAF) program. The contractor shall focus the RGT program on reliability growth through the identification, analysis, and correction of failures and the verification of the corrective action effectiveness. The contractor shall direct the efforts to determine the relevance of failures towards reliability growth rather than towards deciding whether some specific reliability measure has been achieved or not. The contractor shall identify and describe the use of the growth model that will be employed, including confidence bounds and the methods to be used to estimate the projected reliability of the Terminal, in the reliability test plan. No specific growth rate or reliability requirement is required to be demonstrated as part of the RGT. (CDRL JA0J, CDRL JA0K) (CLIN 3015)
- d. Failure analysis and corrective action systems will be in accordance with the contractor's internal policies and processes. The failure analysis and corrective action system will be utilized during all contractor build and test activities including First Article Qualification Testing. Results of the failure analysis and corrective action will be presented at PMR's and in test reports (FAQT).

**3.2.3.8.2 Built-In-Test (BIT) Development.** The contractor, in conjunction with the other participating prime contractors, shall develop, establish, and conduct a BIT

development program for the Terminal to insure that the Terminal meets the maintainability and fault isolation requirements of the SS. The contractor, in conjunction with the other participating contractors, shall integrate the BIT development program with the other design efforts. The contractor, in conjunction with the other participating contractors, shall provide the BIT development plan in the SEMP. (CDRL JA01)

**3.2.3.8.2.1 BIT Development Study.** The contractor, in conjunction with the other participating prime contractors, shall conduct a study of Terminal BIT considering design factors, including reliability, performance, Electromagnetic Interference (EMI)/Electromagnetic Compatibility (EMC), computer sizing and timing, and such other design factors deemed appropriate by the prime contractors. MIL-HDBK-2165 may be used for guidance in conducting the BIT development study. The study shall include, but not be limited to, an analysis of the internal BIT signals to determine the suitability of using averaging, majority logic, or other statistical techniques in the processing of the internal BIT signals leading to the resulting BIT pass or BIT fail reports to the platform. The objective of evaluating statistical techniques is to refine the BIT pass/BIT fail criteria in order to minimize the Terminal BIT false alarm rate relative to BIT false alarm rates achieved using traditional methods of processing internal BIT signals. The study shall result in the BIT baseline design for the Terminal including performance monitoring. The contractor, in conjunction with the other participating prime contractors, shall complete and submit the BIT development study prior to the PDR and report the results at the PDR.

**3.2.3.8.2.2 BIT Development Reviews.** The contractor, in conjunction with the other participating prime contractors, shall review the BIT development of the Terminal at the PDR, the CDR, and at the TIMs when either the Government or the contractor requests the TIM. In addition to the BIT development study review at PDR, these reviews shall include:

- a. BIT development status;
- b. BIT design of the Terminal;
- c. The BIT performance monitoring features of the Terminal;
- d. Projected BIT isolation capabilities; and
- e. Plans for BIT verification.

**3.2.3.8.2.3 BIT Report.** The contractor, in conjunction with the other participating contractors, shall prepare and submit a detailed technical report describing the Terminal BIT. This technical report shall describe the BIT architecture of the Terminal, the LRUs, and the SRUs; each and every test executed as part of BIT; the flow of BIT and BIT related data within the Terminal; each and every internal data structure for BIT information; and each and every internal and external BIT data report. (CDRL JA0M)

**3.2.4 Reserved.**

**3.2.5 Thermal Survey (CLIN 3016).** As part of the design process, the contractor shall conduct thermal engineering testing using MIL-STD-2218 as a guide. The contractor shall prepare and present a report containing the results of the thermal engineering testing. (CDRL JA0Q)

**3.2.6 Electromagnetic Compatibility.**

**3.2.6.1 Requirements.** The contractor, in conjunction with the other participating contractors, shall design and develop the Terminal in accordance with the EMC requirements of the SS. The contractor, in conjunction with the other participating contractors, shall prepare an EMC Control Plan (EMCCP). (CDRL JA0R)

**3.2.7 Telecommunications Security.** The contractor, in conjunction with the other participating contractors, shall design the Terminal to meet the performance requirements required by the Telecommunications Security Requirements Document (TSRD) and the Unified Information Security Criteria (UIC). The contractor shall coordinate these telecommunications security performance requirements with the National Security Agency (NSA). (CDRL JS03, CDRL JS04, CDRL JS08, CDRL JS0C, CDRL JS0L, CDRL JS0P, CDRL JS0Q, CDRL JS0S, CDRL JS0T)

**3.2.8 Computer Resources Management.** The contractor, in conjunction with the other participating contractors, shall designate CSCIs in three categories:

- a. Category I CSCIs shall be limited to the Government Furnished Property (GFP) Link 16 and SINCGARS ESIP waveform software applications as developed under the JTRS program. (The porting of additional SCA Waveforms may be ordered under CLIN 3008. The contractor, in conjunction with the other participating contractors, shall begin the process to port, rehost, and adapt each Category I CSCI immediately upon receipt of the corresponding JTRS waveform software application from the Government.)
- b. Category II CSCIs shall be the operating environment CSCIs. These CSCIs shall be provided by the Government, and modified for the Terminal. In the event that the Government does not provide these CSCIs, these CSCIs shall be developed exclusively for the Terminal under CLIN 3005, when ordered by the Government.
- c. Category III CSCIs shall be those other CSCIs developed exclusively for the Terminal.

The contractor, in conjunction with the other participating contractors, shall modify if and to the extent necessary the Category I, modify or develop Category II CSCIs as necessary, develop the Category III CSCIs, and select computer resources to meet the requirements of this contract. All computer programs whose instructions reside in any

type of Read-Only-Memory (ROM), whether called software or firmware, shall be designated CSCIs. The contractor, in conjunction with the other participating contractors, shall not document any computer software or firmware as a HWCI without the prior written approval of the Government regardless of whether that software or firmware is treated as separate from or integral to its host hardware for configuration management purposes.

**3.2.8.1 Software Development.** The contractor, in conjunction with the other participating contractors, shall modify the Category I, modify or develop Category II CSCIs, and develop the Category III CSCIs in accordance with IEEE 12207 and the MIDS JTRS Software Development Plan (SDP). The contractor, in conjunction with the other participating contractors, shall port, rehost, and adapt the Category I and Category II CSCIs to ensure the successful operation of these CSCIs in the Terminal and shall describe the processes for porting, rehosting, and adapting the Category I and Category II CSCIs in the SDP. The contractor, in conjunction with the other participating contractors, shall develop single configurations of each CSCIs. The contractor, in conjunction with the other participating contractors, shall ensure the overall Terminal software architecture and the Terminal CSCIs, as designed and implemented, are in compliance with the JTRS SCA version 2.2. (CDRL JA0U)

**3.2.8.1.1 Software Development Plan.** The contractor, in conjunction with the other participating contractors, shall develop and implement a MIDS JTRS SDP and shall manage the modifications of the Category I CSCIs, the modifications or the development of the Category II CSCIs, and the development of the Category III CSCIs in accordance with the MIDS JTRS SDP. (CDRL JA0U)

**3.2.8.1.2 Generation of Terminal Software Documentation.** The contractor, in conjunction with the other participating contractors, shall generate, update, and maintain software documentation and specifications in accordance with the CDRL. Preparation of Terminal software documentation and specifications shall be in accordance with IEEE 12207. Documentation and specifications for Category I CSCIs shall be modifications and updates to the documentation and specifications developed under the JTRS program. Documentation and specifications for Category II CSCIs shall be modifications and updates to the documentation and specifications developed under the JTRS program if these CSCIs are provided by the Government. The contractors' plan for modifying and updating the documentation and specifications for the Category I, for updating or generating the documentation and specifications for the Category II CSCIs, and for generating the documentation and specifications for the Category III CSCIs, including the schedule for Government review and approval, shall be provided in the SDP. (CDRL JA03, CDRL JA05, CDRL JA07, CDRL JA08, CDRL JA0W)

**3.2.8.1.3 Terminal Software Maintenance.** The contractor, in conjunction with the other participating contractors, shall maintain each version of modified Category I CSCIs, and each version of Category II CSCIs and Category III CSCIs until the end of the contract subject to the provision of 3.2.8.4.

**3.2.8.1.4 Software Development System.** The contractor, in conjunction with the other participating contractors, shall make maximum use of commercially available hardware and software in the implementation, development, and documentation of computer software. The contractor, in conjunction with the other participating contractors, shall identify and define the software development system in the SDP. (CDRL JA0U)

**3.2.8.1.4.1 Software Development System Maintenance.** The contractor, in conjunction with the other participating contractors, shall provide for the maintenance of all computer software, firmware, hardware, associated documentation, needed rights, and licensing agreements developed, procured, or provided as GFP to design, develop, code, test, modify, maintain, and use Terminal software and firmware. The contractor, in conjunction with the other participating contractors, shall maintain any and all modified GFP. The Government will provide software maintenance for unmodified GFP.

**3.2.8.1.5. Reserved.**

**3.2.8.1.6 Software Formal Qualification Test (SFQT).** The contractor shall plan and conduct the SFQT on the Terminal CSCIs. SFQTs shall be executed on FAQT representative hardware. The SFQT shall be completed prior to the start of the functional portion of contractor FAQT and the results shall be presented at the TRR. The functional portion is defined as all tests except EMI/EMC and environmental tests.

**3.2.8.2 Computer Hardware Requirements.**

**3.2.8.2.1 Computer Resource Reserve Capacity.** The contractor, in conjunction with the other participating contractors, shall present at the PDR and the CDR the estimates of the computer resource reserve capacity (memory, throughput, and processing power) per channel as specified in the SS.

**3.2.8.2.2 Reserved.**

**3.2.8.2.3 Trade Studies and Analyses.** The contractor, in conjunction with the other participating contractors, shall perform the following trade studies and analyses to provide documented evidence that the computer resources of the Terminal meet the specified performance criteria.

**3.2.8.2.3.1 Sizing and Timing Analyses.** The contractor, in conjunction with the other participating contractors, shall analyze the sizing and timing for each Terminal CSCI, for each processor where multiple processors support the same CSCI, and for each processor where the processor supports multiple CSCIs. This analysis shall be based on the mission load specified in the SSL16W. The contractor, in conjunction with the other participating contractors, shall report the results of the sizing and timing analyses at the CDR and at the TIMs.

**3.2.8.3 Computer Software Requirements.** The contractor, in conjunction with the other participating contractors, shall meet the following requirements to ensure

supportable software over the system life cycle, and optimize the software design for reusability.

**3.2.8.3.1 Software Development Reports.** The contractor, in conjunction with the other participating contractors, shall prepare periodic reports for the Government on the planned and actual status of software development including requirements analysis, design, coding, and testing and shall, in addition, present the status at PMRs. These software metrics shall be in accordance with IEEE 12207.

**3.2.8.3.2 Software Delivery.** The contractor, in conjunction with the other participating contractors, shall deliver all developed and modified software and all Commercial-Off-The-Shelf (COTS) software procured under this contract to the Government subject to license restrictions. In support of the software delivery, the contractor shall prepare and submit a Software Version Description for each CSCI. (CDRL JA0Y, CDRL JA0Z)

**3.2.8.3.2.1 Support Software (CLIN 3009).** The contractor shall also deliver all additional support software used to design, develop, debug, test, and analyze the Terminal operational and support software. This support software shall be compatible with the software development facility of the target system. For COTS used in the Terminal the contractor, in conjunction with the other participating contractors, shall provide all up-to-date commercially available manuals and supplement all of these commercial documents with all updates correcting discrepancies, operating procedures, etc. received from the vendors during the period of the instant contract, subject to license restrictions. (CDRL JA0Y, CDRL JA0Z)

**3.2.8.4 Terminal Software Design and Release.** The contractor, in conjunction with the other participating contractors, shall deliver all Terminals with the most recent version of the Terminal software. The contractor, in conjunction with the other participating contractors, shall maintain and provide user support for each version of the Terminal software not longer than the release of the most recent version of the Terminal software.

**3.2.9 Reserved.**

**3.2.10 Specialized Test Equipment (STE).** The contractor, in conjunction with the other participating contractors, shall identify any STE that will be developed as part of the MIDS JTRS design, development, and qualification effort and the associated STE development plans and schedules in the SEMP. The contractor, in conjunction with the other participating contractors, shall present the technical characteristics and capability and the functional design of the STE as part of all design reviews. The contractor, in conjunction with the other participating contractors, shall present and review the development status of the STE at all PMRs. (CDRL JA01)

### 3.3 FIRST ARTICLE APPROVAL

**3.3.1 First Article Approval.** First Article Approval shall be achieved through successful completion of contractor FAQT, Government FAQT, and through the attainment of the Telecommunications Security Approval for Use, EMC Features Approval, and Air Worthiness Certification. All requirements for First Article Approval in accordance with Clause H-23.2 must be successfully fulfilled prior to the first terminal delivery.

#### 3.3.1.1 Contractor FAQT.

**3.3.1.1.1 Contractor FAQT Program.** The contractor shall provide the facilities, services, materials, and equipments required to conduct the Terminal Contractor FAQT.

- a. The contractor shall provide all Terminal HWCIs and CSCIs required to conduct the Contractor FAQT.
- b. The contractor shall develop a system level test plan called the System Test Plan. The System Test Plan shall consist of a Verification Cross Reference Matrix (VCRM). This VCRM shall identify the formal qualification verification activities with which each SS, SSL16W, SSTW, and SINGARS/ESIP requirement will be verified.

**3.3.1.1.2 General Rules for Contractor FAQT.** The following general rules shall apply for all Contractor FAQT activities:

- a. Contractor FAQT shall be performed in accordance with test procedures as required by the CDRL. Test witnessing by Government representatives shall be allowed and shall be at the discretion of the Government. The contractor shall prepare and submit FAQT test procedures. (CDRL JB03, CDRL JB0A, CDRL JB0C)
- b. The single contractor FAQT may consist of tests conducted by each Integrator for the purpose of qualifying both U.S. and European Terminal integrators.
- c. The contractor shall post to the Government Virtual Program Office (VPO) a detailed schedule of Contractor FAQT activities to facilitate Government witnessing. The contractor shall post an updated schedule whenever the scheduled dates of the Contractor FAQT activities change, but no more frequently than once per week. The contractor is not required to delay any scheduled Contractor FAQT activity to accommodate Government witnessing.
- d. The contractor shall prepare and submit test reports of Contractor FAQT activity results. Separate test reports are required for the tests conducted by the U.S. integrator and, if applicable, for the tests conducted by the European integrator. (CDRL JB04, CDRL JB0B, CDRL JB0D).

- e. The contractor shall prepare and submit a technical report for all Contractor FAQT verifications performed by inspection, analysis, or demonstration rather than test. Separate technical reports are required for the verifications conducted by the U.S. integrator and, if applicable, for the verifications conducted by the European integrator. (CDRL JB05).
- f. The contractor shall record and track any out-of-specification issues uncovered during Contractor FAQT. The contractor shall post these out-of-specification issues to the Government VPO.
- g. The contractor shall keep logs to record all events that have occurred during the conduct of the Contractor FAQT.
- h. The contractor shall maintain configuration control of the test units used during Contractor FAQT.
- i. During Contractor FAQT, the contractor shall provide an informal weekly status of Contractor FAQT progress and completion to the Government.

**3.3.1.1.3 Contractor FAQT Execution.** The contractor shall conduct the Contractor FAQT in accordance with section 4 of the SS, section 4 of the SSL16W, and section 4 of the SSTW and the test requirements in the SINCGARS/ESIP Waveform Development Specification (WDS).

- a. The contractor shall conduct Terminal Contractor FAQT using a waveform configuration consisting of Link-16 and TACAN with SINCGARS/ESIP instantiated on all universal channels for the Main Terminal configuration.
- b. The EMF Terminal waveform configuration shall consist of the SINCGARS/ESIP instantiated on all universal channels. (CLIN 3013)
- c. The contractor shall evaluate all design corrections from all verifications activities and any other design modifications as to the effect on the prior verification of Terminal requirements. The contractor shall present evaluation results to the Government at PMRs. When the Government judges that prior verifications are affected, the contractor shall incorporate design changes in the Terminals to be used for Contractor FAQT and shall conduct reverifications of the affected Terminal requirements.

(CDRL JB03, CDRL JB04)

**3.3.1.1.3.1 MIDS LVT Interchangeability Verification.** The Contractor FAQT shall include Terminal and RT LRU level interchangeability (backward compatibility) with the MIDS LVT in accordance with Clause C2.1. During this interchangeability qualification

verification the Terminal shall successfully run MIDS LVT(1) Acceptance Verification (AV) at ambient temperature.

**3.3.1.1.3.1.1 Vendor To Vendor Interchangeability Verification.** As part of FAQT, the contractor, in conjunction with the other participating contractors, shall plan and conduct Vendor to Vendor interchangeability qualification verifications to verify compliance with the interchangeability requirements of the FBL and Clause C-2.1.

**3.3.1.1.3.2 FAQT EMI Qualification Verifications.** The FAQT EMI qualification verifications shall be conducted by a laboratory accredited to conduct MIL-STD-461 compliance verifications by the National Voluntary Laboratory Accreditation Program (NVLAP). All FAQT EMI qualification verifications shall be under the guidance of National Association of Radio and Telecommunication Engineers (NARTE).

**3.3.1.2 Government FAQT.** The Government FAQT will consist of functional and interchangeability tests. The contractor shall complete Contractor FAQT functional performance testing prior to shipping Terminals to the Government. Upon verifying Terminal compliance with Contractor FAQT requirements, the contractor shall notify the Government. The contractor shall ship the Terminals to a Government designated facility for Government FAQT.

**3.3.1.2.1 Government FAQT Support (CLIN 3010).** During Government FAQT, the contractor shall provide support for Terminal troubleshooting, repair, and replacement.

**3.3.1.3 Contractor Approvals.** The contractor shall perform the necessary tasks to attain the following approvals:

**3.3.1.3.1 Telecommunications Security Approval for Use.** The contractor shall take all the actions and provide all the information required to attain Telecommunications Security Approval for use in accordance with Clause H-17, H-17.2 and H-17.3as applicable. The term "Telecommunication Security" as used in this SOW and the terms "Communications Security" and "COMSEC [Communications Security]" as used in Clause H-17 are equivalent. As part of this effort, the contractor shall plan and conduct qualification verifications of the telecommunication functions of the Terminal as required by the TSRD including security verification, TEMPEST testing, software testing, and Information Security (INFOSEC) Boundary testing. The contractor shall coordinate the requirements for these telecommunications security qualification verifications with the applicable security authority. (CDRL JS01, CDRL JS02, CDRL JS03, CDRL JS04, CDRL JS05, CDRL JS06, CDRL JS07, CDRL JS08, CDRL JS09, CDRL JS0A, CDRL JS0B, CDRL JS0C, CDRL JS0D, CDRL JS0E, CDRL JS0F, CDRL JS0G, CDRL JS0H, CDRL JS0J, CDRL JS0K, CDRL JS0L, CDRL JS0M, CDRL JS0N, CDRL JS0P, CDRL JS0Q, JS0R, CDRL JS0S, CDRL JS0T)

**3.3.1.3.2 EMC Features Approval.** The contractor shall take all the actions and provide all the information required to attain EMC Features approval in accordance with

Clause H-16.1. As part of this effort, the contractor shall plan and conduct EMC Features qualification verifications to verify Terminal compliance with the EMC features requirements of the SSL16W and the Department of Defense (DoD) EMC Features Certification Performance Specification. PEO-C4I&S or its designated representative will witness the EMC features qualification test and any related retesting required to certify the EMC features data. The contractor shall notify the program office at least 60 days before the EMC Feature qualification test. (CDRL JB0C, CDRL JB0D)

**3.3.1.3.3 Air Worthiness Certification.** The contractor shall submit an Airworthiness certification in accordance with Clause H-15.

**3.3.1.3.4 SCA Certification.** The contractor shall take all the actions and provide all the information required to attain SCA certification in accordance with Clause H-17.1.

### 3.4 CONFIGURATION AND DATA MANAGEMENT

**3.4.1 Configuration Management.** The contractor shall identify a single authority/Point of Contact (POC) within its organization who shall be responsible for all configuration management and control. The contractor, in conjunction with the other participating contractors, shall prepare a MIDS JTRS Configuration Management Plan (CMP) for Government approval. Upon approval by the Government, the contractor, in conjunction with the other participating contractors, shall establish the configuration management program defined by the CMP. The contractor, in conjunction with the other participating contractors, shall provide any updates to the CMP to the Government for approval. Configuration management shall be in accordance with ANSI/EIA-649, the MIDS Configuration and Data Management Plan (CDMP) and as tailored below. MIL-HDBK-61 may be used for guidance in meeting these configuration management requirements. The contractors' CMP must also provide details of the processes and interfaces required among the other participating MIDS JTRS contractors and the Government. (CDRL JC01)

**3.4.1.1 Configuration Identification and Baselines.** The contractor, in conjunction with the other participating contractors, shall comply with the requirements of section 5.2 of ANSI/EIA-649 to achieve configuration traceability for all equipment, components, computer software/firmware, facility sites, and spares. The contractor, in conjunction with the other participating contractors, shall assign configuration identifiers to each deliverable HWCI and CSCI. Configuration identification is required for the Terminal. The configuration of the Terminal shall be controlled at three baselines: the FBL, the ABL, and the Product Baseline (PBL). The contractor, in conjunction with the other participating contractors, shall prepare, update and maintain a Baseline Description Document to fully describe the documents required to establish each baseline and their status. (CDRL JC02)

**3.4.1.1.1 Functional Baseline.** The FBL shall consist of the SS, the S/SICS, the SSL16W, and the SSTW. The interface between the RT LRU and the RPS LRU shall be considered an external interface, documented in the S/SICS, and controlled as part of the FBL. The FBL shall be under Government configuration control and maintenance. Any proposed changes to the FBL shall be processed in accordance with the requirements as described in paragraph 3.4.1.2.

**3.4.1.1.2 Allocated Baseline.** The ABL shall consist of the LRU and SRU IPSs, the internal ICD, SRSs and the IRSs. The ABL shall constitute the complete allocation of the functional requirements defined by the FBL to the identified HWCIs and CSCIs. The contractor shall update and finalize the ABL documents previously developed under Phase 2A and shall create and finalize any ABL documents not previously developed under Phase 2A for submittal to the Government for approval. The ABL shall be established when these IPSs, ICD, SRSs, and IRSs are authenticated by the Government as part of the PDR. After authentication, the IPSs, the internal ICD, the SRSs, and the IRSs shall be under contractor configuration control and the contractor will maintain each specification and the ICD from the time of authentication to first terminal delivery at

which time the ABL will be placed under Government configuration control. Once under configuration control, any proposed changes to the ABL shall be processed in accordance with the requirements as described in paragraph 3.4.1.2. (CDRL JA02, CDRL JA03, CDRL JA06, CDRL JA07)

**3.4.1.1.3 Product Baseline.** The contractor's PBL shall consist of the common SPSs, and the common IDD/APIs; and the contractor's MIDS JTRS product drawings and associated lists. The contractor's PBL shall be established when the common PBL documents are approved by the participating MIDS JTRS contractors and the contractor approves its product drawings and associated lists as part of the CDR for release to manufacturing per Clause H-56 of this contract. The contractor, in conjunction with the other participating contractors, shall maintain the PBL until completion of effort under CLIN 3000.

**3.4.1.1.4 Reserved.**

**3.4.1.1.5 Part Numbers.** The contractor shall assign part numbers to each Terminal and each HWCI at the System, LRU, and SRU levels. The contractor shall use a part numbering system that will ensure traceability and provide visibility to the version of the Government controlled FBL, the version of the contractor controlled ABL, and the version of contractor controlled PBL applicable to the manufacture of each Terminal, LRU, and SRU. The contractor shall ensure that all part number re-identifications are appropriately rolled up to the next higher assembly. CSCIs that remain resident to an LRU or SRU, and are not reprogrammable via an external interface shall be treated as firmware. All firmware shall be treated as a hardware component of the HWCI on which it resides. CSCIs that are reprogrammable via an external interface shall not change the part number of the HWCI on which they reside.

**3.4.1.1.6 Serial Numbers.** The contractor shall assign serial numbers to each Terminal HWCI manufactured at the System, LRU and SRU levels. Serial numbers shall be unique for each HWCI manufactured. The original serial numbers of a HWCI shall not be changed. Once assigned, a serial number shall not be reused for another HWCI.

**3.4.1.1.7 Reference Designators.** The contractor shall provide the assignment of electrical and electronic reference designations by preparing a Reference Designation Assignment Plan to the Government. The contractor shall maintain reference designators in accordance with the plan. The contractor shall maintain the plan and shall provide any proposed updates of the plan to the Government. (CDRL JC03)

**3.4.1.1.8 Nomenclature.** The contractor, in conjunction with the other participating contractors, shall request assignment of Joint Electronic Type Designation (JETDES) nomenclature in accordance with MIL-STD-196 for the Terminal and each associated LRU. The contractor, in conjunction with the other participating contractors, shall request revised assignments of nomenclature whenever the data on the approved nomenclature form, DD Form 61, changes. (CDRL JC04)

**3.4.1.1.9 Version Numbers.** The contractor, in conjunction with the other participating contractors, shall assign version numbers to each Terminal CSCI. The contractor, in conjunction with the other participating contractors, shall develop a version number assignment system that will ensure traceability and provide visibility to the version of the Government controlled FBL, the version of the contractor controlled ABL, and the version of PBL. The contractor, in conjunction with the other participating contractors, shall assign version numbers that provide each build of a CSCI with a unique identifier. Engineering builds shall be given a distinguishing identifier as a part of the version number that will ensure it is readily identifiable as an engineering build.

**3.4.1.2 Configuration Control.** The contractor, in conjunction with the other participating contractors, shall comply with the requirements of section 5.3 of ANSI/EIA-649 to ensure configuration control shall be accomplished. Government configuration control of the ABL shall be initiated upon first terminal delivery. The contractor, in conjunction with the other participating contractors, shall maintain configuration control on each ABL document until that time. While under contractor configuration control, all proposed changes to the ABL must be mutually approved by each of the participating MIDS JTRS contractors. The contractor, in conjunction with the other participating contractors, shall maintain configuration control of the common elements of its PBL throughout the contract. The contractor shall maintain configuration control of the unique elements of its PBL throughout the contract. However, once the common elements of the PBL are approved by the participating MIDS JTRS contractors, any proposed change to the common PBL documentation must be mutually approved by each of the participating MIDS JTRS contractors. Further, upon the contractor's first system delivery to the Government following the Government FAQT, the contractor's PBL will be considered finalized and all proposed PBL changes shall be processed through the Government as established herein. Also, once approved by the Government, any proposed changes to the Acceptance Test Procedures shall be submitted to the Government for approval.

**3.4.1.2.1 Engineering Change Proposals.** The contractor, in conjunction with the other participating contractors, shall prepare proposed changes as Engineering Change Proposals (ECPs) in accordance with section 5.3 of ANSI/EIA-649 and using MIL-HDBK-61 for guidance. The contractor, in conjunction with the other participating contractors, shall use DD Form 1692 as the format for all ECPs that are to be submitted to the Government. (CDRL JC05)

**3.4.1.2.1.1 Classification of ECPs.** ECPs shall be classified as Class I or Class II in accordance with section 5.3.1.2 of ANSI/EIA-649 where a major change shall be classified as Class I ECP and where a minor change shall be classified as a Class II ECP. The contractor, in conjunction with the other participating contractors, shall use MIL-HDBK-61 Table 62 for further clarification of ECP classification. All proposed changes to an FBL or ABL document under Government configuration control shall be processed as Class I ECPs and require Government approval by the MIDS CCB. Only administrative corrections to the FBL and ABL documentation may be processed as Class II ECPs and require Government approval by the MIDS Configuration Manager. In

addition to the definitions set forth in ANSI/EIA-649 and MIL-HDBK-61, the contractor shall classify any proposed change to its PBL as Class I if any of the following items are affected: security posture (or areas of the terminal that store or process common carrier data), Telecommunications Security, EMC, EMI or environmental factors.

**3.4.1.2.1.2 Content of ECPs.** The contractor, in conjunction with the other participating contractors, shall use MIL-HDBK-61 for guidance to define the information that shall be provided in each ECP. For all proposed changes to Government controlled FBL and ABL documents, the contractor, in conjunction with the other participating contractors, shall submit Notices of Revision (NORs) with the ECP for each document affected.

**3.4.1.2.1.3 Processing of ECPs.** Once Government configuration control has been established, the contractor, in conjunction with the other participating contractors, shall submit all Class I ECPs with proposed changes to the FBL and ABL to the Government for approval. The contractor, in conjunction with the other participating contractors, shall not implement a change that deviates from FBL and/or ABL requirements prior to the approval of the ECP by the Government. Any proposed change to the contractor's PBL that creates a non-conformance to an FBL and/or ABL specification requirement, or can be identified as a functional or allocated requirement that was not previously identified, shall not be processed by the contractor as a PBL ECP until the contractor has first submitted a Class I FBL/ABL ECP and obtained Government approval. Upon finalization of the contractor's PBL at the first system delivery, the contractor shall not implement any Class I PBL ECPs without prior written consent from the Government. Written consent shall not be granted prior to the completion of the regression verification requirements established in paragraph 3.4.1.2.3. The contractor shall provide all Class II PBL ECPs to the Government Defense Contract Management Agency (DCMA) representative for concurrence in classification. Additionally, the Government Program Office will conduct reviews of Class II changes, as required, to ensure that the contractor is meeting the classification requirements established herein.

**3.4.1.2.2 Notices of Revision.** The contractor, in conjunction with the other participating contractors, shall submit NORs for all proposed changes to FBL and ABL documents under Government configuration control with the ECP that proposes the change. The NORs shall delineate the "From:" and "To:" condition for each document. The contractor, in conjunction with the other participating contractors, shall use MIL-HDBK-61 for guidance on NOR preparation. The contractor, in conjunction with the other participating contractors, shall use DD Form 1695 as the format for all NORs that are to be submitted to the Government. (CDRL JC06)

**3.4.1.2.2.1 NOR Numbers.** The contractor, in conjunction with the other participating contractors, shall assign NOR numbers by using a combination of the base document number to which they apply followed by the new revision as assigned by that NOR.

**3.4.1.2.2.2 NOR Revisions.** The current revision to be indicated on the NOR is that of the last approved release of the document, plus any outstanding approved or pending NORs upon which NOR is created. The new revision is the next available revision

letter/number following the last known revision currently assigned by an outstanding approved or pending NOR for that document; or, if there are no outstanding NORs, the new revision will be the next revision letter/number following that currently assigned to the document. In the event that a pending NOR is disapproved for technical content, the NOR shall be revised and approved to reflect only the rolling of the revision of the document being changed so that the revision sequence may be retained.

**3.4.1.2.3 Regression Verification.** For all Class I PBL ECPs, the contractor shall determine the impact on its system qualification requirements and shall develop a Regression Verification Procedure (RVP) to define the necessary analysis and testing to ensure the qualification requirements are validated for the new configuration. Requirements in Temperature/Altitude, Random Vibration (endurance), Gunfire Vibration, Crash Safety, Explosive Atmosphere, EMI, and Electrical Power are safety of flight requirements and their verification is mandatory. Verification may be accomplished either by test, analysis or a combination of both methods. The RVP shall include the detailed procedures for any testing required and the details of any analyses to be performed, and the details for any combination thereof. The contractor shall additionally include a table that depicts: (a) the requirements in the SS to be verified as a part of the regression verification, (b) the original verification methods used during FAQT, (c) the regression verification method to be used, and (d) the rationale for the regression verification method to be used if it is different than that used during FAQT. The contractor shall submit the RVP to the Government for approval with the Class I PBL ECP. The contractor's analysis of the required regressive testing shall follow the guidance used in qualifying the terminal. The contractor shall record a Regression Verification Report (RVR) and provide it to the Government. The RVR shall include the results of all tests conducted and analyses performed. Any failures will require corrective action and retesting by the contractor. All regression testing and analyses, based on a Government approved RVP, shall be successfully completed before delivering an RVR to the Government. (CDRL JC07, CDRL JC08)

**3.4.1.2.3.1 EMC and Telecommunications Security.** The contractor shall consider the impact of all proposed changes to their EMC certification and Telecommunications Security Approval for Use and is responsible for obtaining all required certifications and endorsements in accordance with Sections H-16 and H-17 of this contract prior to implementing any such change.

**3.4.1.2.4 Requests for Deviation (RFDs).** The contractor shall submit RFDs that fully document all non-compliances with the FBL and ABL for all Configuration Items (CIs) delivered to the Government and shall be approved by the MIDS CCB. Any non-compliance for which the Government does not approve an RFD, the contractor shall correct the non-compliance. All non-compliances with the approved common PBL, for CIs delivered to the Government, shall be submitted to and approved by the participating MIDS JTRS contractors, and shall further be submitted to the Government for concurrence of classification. The contractor shall use MIL-HDBK-61 for guidance on RFD classification and content. The contractor shall use DD Form 1694 as the format for all RFDs that are to be submitted to the Government. (CDRL JC09)

**3.4.1.2.5 Investigation Requests (IRs) (CLIN 3011).** Any designated user of the Terminal may request investigations into changes to the Functional and Allocated Baselines via an IR. The contractor, in conjunction with the other participating contractors, shall review all IRs submitted for technical feasibility and validity. The contractor, in conjunction with the other participating contractors, shall also evaluate cost and schedule impact of each IR reviewed. The results of these reviews shall be provided to the Government within 30 days after receipt of the IR. In the event that the contractor, in conjunction with the other participating contractors, recommends additional analysis or testing, the Government will evaluate the need to issue a Delivery Order for an Engineering Investigation. The Government estimates that the contractor will be required to review approximately thirty (30) IRs per year.

**3.4.1.3 Interface Control.** The contractor, in conjunction with the other participating contractors, shall comply with the requirements of ANSI/EIA-649 for identifying and defining the functional and physical external, internal, and installation interfaces.

**3.4.1.4 Reserved.**

**3.4.1.5 Configuration Status Accounting.**

**3.4.1.5.1 Configuration Management Accounting Report (CMAR).** The contractor shall develop a CMAR that meets the requirements of section 5.4 of ANSI/EIA-649 and using MIL-HDBK-61 for guidance. The contractor's CMAR shall include such items as ECPs, deviations, conditional acceptance terms, and software definition for the as-built configurations. Additionally, the contractor shall include an equipment tree drawing that documents all approved part number changes to a configuration item and that lists the version numbers for all CSCIs and the changes thereto. The initial delivery of the CMAR shall include top-level assembly drawings and associated parts lists for each HWCI. Subsequent deliveries of the CMAR shall include updated top-level assembly drawings and associated parts lists for each HWCI for which these drawings or parts lists have changed since their prior submittal. (CDRL JC0C)

**3.4.1.5.2 Configuration Data Information.** The contractor shall document the as-built configuration of each HWCI delivered to the Government. The documentation shall include hardware, software, and firmware and shall accompany each HWCI delivery. (CDRL JC0D)

**3.4.2 Data Management.** The contractor shall identify a POC within the organization for data management efforts. (This person may be the same as the Configuration Management POC.) The contractor's Data Management team shall possess a thorough understanding of current data management techniques. The contractor shall work with the Government to resolve all computer related compatibility issues. The contractor shall be responsible for obtaining and maintaining any Public Key Infrastructure (PKI) certificates necessary to access the Government maintained data management systems.

**3.4.2.1 Contract Data Requirements.** The contractor shall provide one (1) electronic copy of all data deliverables. The contractor shall utilize the Government maintained data management systems for delivery of all CDRL items. All data shall be submitted in a universal viewer format (e.g. html, pdf, tif). The contractor shall provide the native format data (preferably Microsoft Office Suite) to the Government upon request at no extra cost. The contractor shall provide e-mail notification of all data submittals.

**3.4.2.2 Data Accession List.** All documentation produced or prepared by the contractor, its subcontractors or vendors under this contract shall be accessible to the Government. The Data Accession List is a complete listing of all data, computer software and documentation generated by the contractor for use during the course of performing or in fulfillment of the contract requirements herein. The contractor shall prepare and update quarterly a Data Accession List for all data, software and documentation generated. This list shall be provided to the Government. At all times, throughout the life of the contract, the contractor shall provide Government personnel full access to this documentation including providing copies to the Government as requested per Section H-22 of this contract. (CDRL JC0E)

**3.4.3 Technical Data Package (CLIN 3007).** See Appendix A.

### 3.5 PROGRAM MANAGEMENT

**3.5.1 Program Manager.** The contractor shall designate a single program manager who shall have overall responsibility for control and coordination of all work performed. This manager shall act as the single focal point within the contractor's activity for all required program status information. The contractor, in conjunction with the other participating contractors, shall define and implement a cooperative management structure to support the development effort. A single program management POC will be established. The management structure shall provide the governance of the cooperative development effort and shall include the processes for the resolution of disputes and other conflicts that occur during the execution of the program.

**3.5.2 Program Planning and Control.** The contractor shall establish, maintain, and use in the performance of this contract Earned Value Management Systems (EVMS)/Cost Schedule Control Systems (CSCS). The contractor shall establish, maintain, and use in the performance of this contract a management control system that provides for planning and control of cost, measurement of performance (value for completed tasks), and generation of timely and reliable information for input into the Cost Performance Report (CPR) in compliance with 3.5.7.1. The contractor shall employ an EVMS/CSCS meeting the criteria specified in DoDI 5000.2 (Operation of the Defense Acquisition System) in accordance with the guidelines in ANSI/EIA-748. The contractor shall establish a formal organization responsible for accomplishing the tasks outlined in this SOW. The contractor shall ensure that all plans and procedures required by this SOW and the CDRL and that require approval by the Government are adhered to by the contractor and its subcontractors. A clear line of project authority shall exist between all organizational elements and the program manager. The contractor shall identify each Contract Work Breakdown Structure (CWBS) element and SOW task against one or more positions or elements within the contractor's (to include subcontractors) organization that will perform the corresponding work. The contractor shall identify and maintain, throughout the acquisition period, a list of key personnel who have management and task accomplishment responsibility, including the key personnel of the major subcontractors. The contractor shall ensure expeditious transfer of appropriate technical data among subcontractors.

**3.5.3 Program Schedule.** The contractor, in conjunction with the other participating contractors, shall prepare and maintain a master schedule of program events. Back-up schedules detailing the sub-events required to achieve milestones in the master schedule shall also be prepared and maintained. Schedules shall be updated monthly and augmented with an explanation addressing all updates. Schedules shall be keyed to the CWBS and SOW and reported in the program milestones report. The contractor, in conjunction with the other participating contractors, shall address the effect on interrelated milestones. The status of program schedules shall be briefed during program management and design reviews. (CDRL JD01)

**3.5.4 Post Award Conference.** The contractor, in conjunction with the other participating contractors, shall host a Post Award Conference not later than two (2)

Months After Receipt of Order (MARO). The Government shall establish the specific dates in conjunction with the contractor. The agenda include, but not be limited to, the following:

- a. Introduction and identification of key Government and contractor management and engineering personnel,
- b. The contractor's management organization, plans, procedures, and schedules,
- c. Government's management organization, plans, procedures, and schedules,
- d. The results of Phase 2A and how these results will be incorporated into the Phase 2B program,
- e. The elements of the cooperative program including the partition of the Terminal into common and unique modules and the designation of the lead prime contractor for each common module,
- f. Government concerns,
- g. Contractor concerns,
- h. Host platform integrators (program) status (Government),
- i. Status of submittals and approvals of regulatory, i.e. export, security, etc. (Government),
- j. Status of subcontracts,
- k. The Integrated Baseline Review (IBR) of the contractor's EVMS, and
- l. Other items established by the Government in conjunction with the contractor.

(CDRL JD09, CDRL JD0A)

**3.5.5 Risk Assessment and Management.** The Government MIDS JTRS Program Office has selected the U.S. Navy's Program Managers WorkStation (PMWS) tool Technical Risk Identification and Mitigation System (TRIMS) as its risk management tool. The Program Office, assisted by the Best Manufacturing Practices Center of Excellence (BMPCOE) will conduct a process-oriented technical risk management program utilizing TRIMS.

The contractor, in conjunction with the other participating contractors, shall support:

- a. A site survey and risk assessment of the prime contractor by the Government assisted by BMPCOE prior to the CDR and of the prime contractor and its

subcontractors post CDR as part of the overall risk management process. These surveys will initially baseline the TRIMS models for use and the database will be provided to the contractor.

- b. Commencing twelve months after the Post-CDR TRIMS site survey, the Government will conduct an annual site risk assessment update of the prime contractor assisted by BMPCOE to update TRIMS baseline files and reassess program risks.

The contractor, in conjunction with the other participating contractors, shall use a process oriented risk assessment tool for risk management. The contractor, in conjunction with the other participating contractors, shall present a risk assessment at PDR, CDR and at each quarterly PMR.

### 3.5.6 Program Management Reviews.

3.5.6.1 **Requirement.** The contractor, in conjunction with the other participating contractors, shall present and administratively support program management reviews every four months commencing four (4) months after the Post Award Conference. All PMRs shall be held at a contractor's facility. Alternate reviews shall be an expanded PMR to include an executive session. To the maximum extent possible, the PMRs shall be held jointly with design and technical reviews.

3.5.6.2 **Program.** The contractor, in conjunction with the other participating contractors, shall develop agendas and minutes for the PMRs. The PMR agendas shall include, but not be limited to, the PMR items identified in Appendix D. The Government will have the right to modify or add items to the PMR agenda. At the PMRs, the contractor, in conjunction with the other participating contractors, shall determine and report detailed program status information, keyed to the CWBS, the SOW, and the CDRL, including subcontractor work. Program progress as identified by integrated product teams will be included in the status presented. (CDRL JD09, CDRL JD0A)

### 3.5.7 Security.

3.5.7.1 **Classified Information.** The contractor as a United States company shall comply with its industrial security manual. The contractor's European subcontractors shall comply with corresponding national industrial security procedures. The contractor shall comply with the Program Security Instruction for Multifunctional Information Distribution System Program. Classified information shall be handled and controlled in accordance with provisions of C-M(55) 15 (Final) "Security Within the North Atlantic Treaty Organization" and supplemented by local procedures. The contractor shall ensure that individuals requiring access to classified information pertaining to this project have proper clearance for access to North Atlantic Treaty Organization (NATO) classified information. Telecommunications Security/TEMPEST classified and unclassified information shall be handled and controlled on a Government-to-Government basis

between the National Security Agency and the Cryptological Authorities of the participating nations.

**3.5.8 Financial Reports.** The contractor shall develop the following financial reports in accordance with the Contractor Cost Data Reporting (CCDR) Plan.

**3.5.8.1 Cost Performance Reports.** The contractor shall provide monthly reports from its EVMS detailing the integrated cost and schedule status of work progress on the contract for the prime and each subcontractor. The prime contractor shall report the combined costs and shall provide a separate report for each European subcontractor costs. The report shall be prepared in accordance with the CDRL. The contractor shall also relate technical accomplishment with cost and schedule accomplishment in contract performance reports and meetings. In the report, the contractor shall provide an analysis of significant critical risk elements that will be periodically updated throughout the life of the contract. The analysis shall address the critical issues that effect cost, schedule, and technical performance. Cost reporting in the CPR shall be at the appropriate contract CWBS level for prime and key subcontractors according to the risk associated with a particular effort. Most elements shall be reported at level three of the CWBS except for the specific SRU elements listed at Level 3. These SRUs shall be reported at appropriate control account levels. The contractor shall ensure subcontractor data is properly integrated into a consolidated report for all formats of the CPR. Format 1 shall reflect the integrated product information. Format 2 shall reflect the functional information which may break out the subcontractors as separate reporting elements. Files shall be submitted in accordance with the format specified for the X.12 839 ANSI file format. (CDRL JD02)

**3.5.8.2 Contract Funds Status Report (CFSR).** The contractor shall submit a CFSR (DD Form 1586) in accordance with the CDRL. The prime contractor shall report the combined funds status and shall provide a separate report for each European subcontractor funds status. The CFSR reporting level shall be to the CWBS level three except for the specific SRUs listed at Level 3. These SRUs shall be reported at the contractor's derived CWBS Level 5 or lower. (CDRL JD03)

**3.5.8.3 Cost Data Summary Report (CDSR).** The contractor shall provide a CDSR in accordance with the CDRL. The prime contractor shall report the combined cost data summary and shall provide a separate report for each European subcontractor cost data summary. The CDSR (DD Form 1921) shall incorporate the total incurred costs at completion of units against the applicable CWBS elements as reported in the CCDR Plan (DD Form 2794). Reporting criteria applicable to the contractor shall also be applicable to major subcontractors. The contractor shall obtain CCDR information from its subcontractors for the MIDS JTRS contract. (CDRL JD04)

**3.5.8.4 Functional Cost-Hour and Progress Curve Report.** The contractor shall provide a Functional Cost-Hour and Progress Curve Report in accordance with the CDRL. The prime contractor shall report the combined functional cost-hour and progress curve and shall provide a separate report for each European subcontractor functional cost-

hour and progress curve. The Functional Cost-Hour and Progress Curve Report (DD Form 1921-1) shall provide actual costs of the corresponding CWBS elements with respect to engineering, tooling, quality control, etc. and direct labor hours and costs as applied with direct labor, material, and overhead. A separate DD Form 1921-1 shall be required for recurring and non-recurring costs. The contractor shall provide the Progress Curve data in terms of unit size. Reporting criteria applicable to the Contractor shall also be applicable to major subcontractors. The contractor shall obtain CCDR information from its subcontractors for the MIDS JTRS contract. (CDRL JD05)

**3.5.8.5 Earned Value Measurement System.** The contractor shall perform the contract technical effort using a criteria-compliant EVMS that correlates cost and schedule performance with technical progress. Progress and problems shall be presented and discussed at periodic program management reviews. Technical issues shall be covered in terms of performance goals, exit criteria, schedule progress and/or cost impact. The data presented in monthly cost reports shall be derived from the Contractor's mainstream accounting system. To accommodate the mapping of this data, report requirements shall be tailored at the IBR to maximize consistency with the Contractor's in-house system. The contractor's in-house management control system shall comply with the 32 Industry Standard Guidelines for Earned Value Measurement Systems as found at <http://www.acq.osd.mil/pm/currentpolicy/currentpolicy.html>.

**3.5.9 Contract Work Breakdown Structure.** The contractor shall provide a CWBS to reflect how the contractor plans to accomplish the entire contract work scope. The CWBS shall serve as the framework for contract planning, budgeting, and reporting of cost and schedule status to the Government. The contractor shall identify major elements of subcontracted work in the CWBS. At the Post Award Conference, the Contractor shall present the CWBS and a briefing on the corporate cost performance and schedule management procedures. Subsequent changes to the CWBS must be approved by the Government and shall be submitted in accordance with the CDRL. The supporting CWBS dictionary, which describes the efforts and tasks associated with each CWBS element and correlates SOW paragraphs and contract line items, is subject to Government review as part of the IBR process and the Integrated Process Team (IPT) process. (CDRL JD07)

**3.5.10 Presentation Material.** The contractor, in conjunction with the other participating contractors, shall provide selected viewgraphs and photographic materials to support program office briefing requirements for documenting program activities. (CDRL JD09)

**3.5.11 Integrated Product Teams.** The contractor, in conjunction with the other participating contractors, shall establish and participate in joint contractor /Government IPTs. These IPTs will integrate schedule, and technical data to provide a global perspective and detailed insight to management and technical personnel, in both Government and industry. An objective of the IPT concept is to reduce the levels of formal, periodic, Government design reviews while maintaining the necessary Government program controls and understanding of program progress.

**3.5.11.1 IPT Structure.** To achieve these objectives, these IPTs will be structured to foster a close working relationship between the contractor, in conjunction with the other participating contractors, and the Government. The establishment and membership of individual IPTs will depend on the phase of the program and joint Government and contractor determinations of program issues and needs. Sufficient IPTs will be established and managed to accomplish the design and development of the Terminal, manage program risk, and ensure affordability of the Terminal during production and support phases of the program. Subcontractor participation will be consistent with the responsibilities of the respective team. The contractor, in conjunction with the other participating contractors, and Government shall each identify an individual to act as team leader or assistant team leader, consistent with the scope of responsibility of the team, and by agreement between the contractors' and Government's program managers.

**3.5.11.2 IPT Responsibilities.** IPT responsibilities will include:

- a. Monitoring of the accomplishment of program work and progress using information from all available sources, including schedule data,
- b. Identification of technical and program risks, and formulation of risk mitigation recommendations,
- c. Expediting resolution of problems, and
- d. Participation in PMR activities as agreed to by the contractors' and Government's program managers.

The IPTs will communicate the status of their activities to the program managers and raise critical issues for discussion at PMRs.

**3.5.11.3 Meetings.** Meetings will be held as deemed necessary by the team leaders. Appropriate notification will be made to team members so that visit clearances may be submitted in advance to the security personnel of the hosting activity.

**3.5.11.4 Availability of Documentation.** In order to increase the members' understanding of the contractor efforts and status and reduce the time for government review (or approval if required), the IPTs may have access to in process working draft documents, subject to export regulations per the International Traffic in Arms Regulations (ITAR). Information exchanged and used as a part of the IPT process will be used only in connection with the objectives and charter of the IPT.

## 3.6 LOGISTICS

**3.6.1 Integrated Logistics Support (ILS).** The contractor, in conjunction with the other participating contractors, shall establish and maintain an ILS Program to support the Terminal. The contractor, in conjunction with the other participating contractors, shall insure that logistics considerations and logistics planning are integrated in the system/equipment engineering and design process to obtain optimum cost effectiveness and maximum support readiness. The contractor shall identify an ILS Manager (ILSM) to manage the Terminal ILS Program. The contractor's ILSM shall be the principal logistics point of contact for all ILS requirements. The contractor, in conjunction with the other participating contractors, shall establish procedures for an ILS Program to support the Terminal developed under this contract. The contractor, in conjunction with the other participating contractors, shall ensure that maintenance planning, supply support, technical data, support and test equipment, training, software support, facilities, manpower and personnel, packaging/handling, storage and transportation, design interface, pre-operational support, reliability and maintainability, testability, availability, human factors and system safety efforts are integrated into a total ILS Program.

**3.6.1.1 Integrated Support Plan (ISP).** The contractor's detailed approach to integrate logistics considerations and logistics planning for the Terminal shall be documented in the ISP. The contractor, in conjunction with the other participating contractors, shall develop the basic elements of the ISP. The contractor, in conjunction with the other participating contractors, shall develop the actual ISP. (CDRL JE01)

**3.6.1.2 Reserved.**

**3.6.1.3 Reserved.**

**3.6.1.4 Cataloging/Codification.** The contractor shall host and participate in a government cataloging/codification conference, within five months after CDR, for the assignment of NATO stock numbers for the MIDS JTRS LRUs and SRUs. The contractor shall initially provide, in accordance with 3.6.1.4.1, for assignment of stock numbers, top assembly drawings for each LRU and associated SRUs to contain at a minimum the following:

- a. Drawing title
- b. Drawing number
- c. Picture of the item
- d. Part number with suffix or dash number
- e. Revision letter
- f. Contract number

- g. Contractor name, address
- h. Commercial and Government Entity (CAGE) code
- i. Appropriate marking of data rights
- j. Next higher assembly or used on information
- k. Physical characteristics (length, width, height, weight)

The contractor shall provide the minutes of the cataloging/codification conference. (CDRL JD09, CDRL JD0A)

**3.6.1.4.1 Cataloging/Codification Data.** The contractor shall provide quarterly reports on system configuration (system tree) and part numbers (for all LRUs and SRUs) to the Primary Inventory Control Activity (PICA) by means of the CMAR. See 3.4.1.5.1.

**3.6.1.5 Contractor Database.** The contractor shall be responsible during the length of the contract for maintaining accurate availability and reliability data in the contractor database, developed under the MIDS LVT production contract. The database shall be made available to the Government via the internet. The contractor shall obtain and provide all data required to effectively assess availability, maintainability and reliability. This data will be presented at each PMR. (CDRL JD09, CDRL JD0A)

**3.6.2 System Level Maintenance Plan.** The contractor shall update the existing MIDS LVT System Level Maintenance Plan to address the MIDS JTRS support concepts and planning. (CDRL JE02).

**3.6.3. Reserved.**

**3.6.4. Reserved.**

**3.6.5 Telecommunication Security Maintenance Training and Manuals (CLIN 3012).** The contractor shall plan and implement telecommunication security maintenance training and develop maintenance manuals as required by the TSRD. The contractor shall coordinate the requirements for the telecommunications security maintenance training and maintenance manuals with the NSA. (CDRL JS0H, CDRL JS0J)

### 3.7 MANUFACTURING AND ACCEPTANCE VERIFICATION

**3.7.1 Manufacturing.** The contractor shall fabricate Terminals and spare LRUs and SRUs. The contractor shall fabricate all Terminals and all spare LRUs and SRUs in a typical production environment. Terminals and spare LRUs and SRUs manufactured for delivery to the Government shall be fabricated to a configuration that incorporates corrections to all deficiencies identified during FAQT and Acceptance Tests.

**3.7.2 Manufacturing Management Program.** The contractor shall implement an effective manufacturing management program for the Terminal and the spare LRUs and SRUs.

**3.7.2.1 Production Representative Controls.** In order that the fabricated Terminals and spare LRUs and SRUs are production representative, the contractor shall ensure that:

- a. The Terminal manufacturing drawing package is greater than 95% complete prior to initial unit fabrication.
- b. The processes and materials are well documented,
- c. The workforce is stable and trained,
- d. The design including software is mature,
- e. Actual operational procedures have been developed and are used, and
- f. Production is to the appropriate system configuration.

**3.7.2.2 Defect Control Program.** As part of the manufacturing program, the contractor shall implement an effective defect control program for the Terminal. The contractor shall use its internal processes for this requirement.

**3.7.3 Manufacturing Program Planning.** The contractor shall perform manufacturing planning throughout the program to assure early risk identification and resolution. As part of the manufacturing program planning, the contractor shall ensure that the manufacturing program includes:

- a. Documented and validated manufacturing processes, (CLIN 3000, CLIN 3001)
- b. Documented material used in the manufacturing, (CLIN 3000, CLIN 3001)
- c. A stable and trained workforce, (CLIN 3000, CLIN 3001)
- d. Identification of the technical orders, spare parts, tools, and support equipment that will be used in the manufacturing, (CLIN 3000, CLIN 3001)

- e. Identification of personnel with representative skill levels, (CLIN 3000, CLIN 3001)
- f. Identification of the Terminal configurations that will be manufactured. (CLIN 3000, CLIN 3001)
- g. A plan for the re-layout and fabrication of circuit card Circuit Card Assemblies (CCAs) as needed to eliminate white wires on CCAs for the CLIN 3001 deliveries. (CLIN 3001)

The contractor shall report the status and results of the manufacturing program planning at the PDR, the CDR and the PMRs.

**3.7.4 Manufacturing Surveillance (CLIN 3001).** The contractor shall maintain an effective, timely, and responsive manufacturing surveillance operation. As part of the manufacturing surveillance operation, the contractor shall collect data sufficient to track the following metrics as applicable to the individual contractor's production line:

- a. Defects at unit acceptance verification for units received from each subcontractor,
- b. First Time test yields on each SRU, LRU, and Terminal,
- c. Rework (percentage of total touch and test labor hours charged to rework),
- d. STE down time,
- e. Running total number of CCAs, SRUs, LRUs, and Terminals in build, repair, retrofit, and inventory.
- f. Average and worse case repair times,
- g. Terminal unit integration and test time,
- h. Total number of individual inspections and tests,
- i. Productivity (output per total labor hours input),
- j. Work shifts planned for scheduled work,
- k. On schedule and late deliveries, and
- l. Longest lead time for material needed.

The contractor shall report the status and results of the manufacturing surveillance operation including the above listed metrics at the PMRs. The contractor shall prepare

and submit the report of the status and results of the manufacturing surveillance operation. (CDRL JF01)

**3.7.5 Production Rate STE (CLIN 3001).** The contractor shall design and develop STE to deliver terminals at a rate of five per month.

**3.7.6 Manufacturing Operations Management.**

**3.7.6.1 Work Management System.** The contractor shall provide the Government with access to the documentation, data, and reports generated by any existing work measurement system applied to the production of the Terminal.

**3.7.6.2 Electrostatic Discharge Control Program.** The contractor shall establish and maintain an electrostatic discharge control program in accordance with MIL-STD-1686.

**3.7.6.3 Telecommunication Security Assurance.** The contractor shall prepare and implement a Security Production Assurance (SPA) program to ensure the security integrity of all Terminals manufactured by the contractor as required by the TSRD. The contractor shall coordinate the requirements for the SPA program with the NSA. (CDRL JS0K)

**3.7.7 Reserved.**

**3.7.8 Technical Data Package (CLIN 3007).** See Appendix A.

**3.7.9 Acceptance Verifications.** Acceptance verification shall include ESS and functional tests. The contractor shall use the LRU Environmental Stress Screening (ESS) environmental profile as specified in the SS. The contractor shall derive the functional test requirements from the requirements specified in the FBL and ABL specifications. The contractor shall develop SRU, LRU, and system level acceptance verifications based on these requirements.

**3.7.9.1 Terminal Acceptance Verification.** The contractor shall plan and conduct AV on each Terminal to be delivered to the Government.

- a. Acceptance verification shall be conducted using Government approved acceptance test procedures.
- b. In the event that the Government approved AV test procedures are inadequate to perform the required AV tests, the contractor is authorized to modify the AV test procedures provided that the contractor notifies the Government of the modifications to the AV test procedures within 30 calendar days from the incorporation of the modifications.
- c. The contractor shall maintain all results from each AV test conducted for Government inspection.

The contractor shall prepare and submit acceptance verification test plans, test procedures, and test report. Separate test plans, test procedures, and test reports are required for the acceptance verification conducted by the U.S. integrator and for the acceptance verifications conducted by the European integrator. (CDRL JF04, CDRL JF05, CDRL JF06)

**3.7.9.1.1 Link 16 Spectral Characteristics and EMC Features.** The contractor shall plan and conduct elements of the AV on each Terminal delivered to the Government to ensure that the Link 16 spectral characteristics are within specification and the EMC features monitors are working properly. The following test may be performed at the SRU or the LRU acceptance test stations. (CDRL JE07, CDRL JF08, CDRL JF09)

**3.7.9.1.1.1 Output Power.** At nine Radio Frequency (RF) carrier frequencies; 969, 990, 1008, 1053, 1065, 1113, 1146, 1176, and 1206 MHz; the AV shall record the transmitted Link 16 peak forward output power at each antenna port when the Terminal is operated in the highest Link 16 output power mode (200 watts or less) for each antenna selection mode. The AV shall verify that the sum of the Link 16 output powers does not exceed the nominal power level +1 dB.

**3.7.9.1.1.2 Pulse Spectrum.** While the Terminal is operating in each of the Link 16 output power modes, the AV shall record plots of the individual transmitted pulse power spectrum at nine RF carrier frequencies; 969, 990, 1008, 1053, 1065, 1113, 1146, 1176, and 1206 MHz; at each antenna when operating in the single antenna mode. The AV shall measure the Link 16 transmitted spectrum in 300 kHz bandwidth segments. For each RF carrier frequency, the plot shall cover a 50 MHz span centered on the carrier. The AV shall verify that the pulse spectra comply with the spectrum requirements specified in the SS.

**3.7.9.1.1.3 Full Band Spectrum.** While the Terminal is operating in each of the Link 16 output power modes and in communication mode 1, the AV shall record spectrum plots over the following frequency bands at each antenna when operating in the single antenna mode. The AV shall measure the spectrum in 300 kHz bandwidth segments.

- a. 100 MHz span centered on 925 MHz,
- b. 60 MHz span centered on 1030 MHz,
- c. 60 MHz span centered on 1090 MHz,
- d. 100 MHz span centered on 1250 MHz, and
- e. 960 to 1215 MHz.

The AV shall verify the spectra between 920 MHz and 1266 MHz comply with the spectrum requirement specified in the SS.

**3.7.9.1.1.4 Capability to Transmit Detection.** For each Link 16 power mode, the AV shall measure and record the following at each component element, including any and all monitors that verify Link 16 TDMA isolation, that the Terminal monitors to detect when it is capable of Link 16 transmission:

- a. The signal level into the monitor when not transmitted or isolated,
- b. The signal level into the monitor above which it reports that the amplifier stage is capable of transmitting, and
- c. The signal level into the monitor during normal pulse transmissions.

The contractor shall use the AV results to verify that the operating thresholds of the component elements and monitors used for the Link 16 Capability to Transmit Detection function of like deliverable units are within 10% of their nominal acceptance test thresholds.

**3.7.9.1.1.5 1030/1090 MHz Low Level Emissions Detector.** The AV shall measure and record the following:

- a. The peak power level of the lowest power pulsed Continuous Wave (CW) signal emitted at 1030 MHz that causes a Link 16 1030/1090 MHz Emissions Fault Report.
- b. The peak power level of the lowest power pulsed CW signal emitted at 1090 MHz that causes a Link 16 1030/1090 MHz Emissions Fault Report.

The AV shall measure the Link 16 peak power level using a spectrum analyzer in 3 MHz bandwidth segments. The pulse shape of the injected CW signals shall be as close as possible to the shape of the normally transmitted Link 16 pulses. The AV shall verify that the peak CW power level that causes a Link 16 1030/1090 MHz Emissions Fault Report is no greater than  $-7$  dBm at the MIDS JTRS output ports.

**3.7.9.1.1.6 1030/1090 MHz Low Level Emissions Detector Built-In-Test.** The AV shall inject a test signal into the Terminal that results in an output at the 1030 MHz and 1090 MHz monitor that has the same signal level as the level of the monitor self test signal at those monitor outputs. The width and shape of the injected test signal shall be the same as the Terminal self test signal. The AV shall measure and record the peak power of the injected test signal at the antenna ports using a spectrum analyzer in 3 MHz bandwidth segments. The AV shall verify that the injected signal level is no greater than  $-5$  dBm at the antenna output.

**3.7.9.1.1.7 Pulse Width.** At nine RF carrier frequencies; 969, 990, 1008, 1053, 1065, 1113, 1146, 1176, and 1206 MHz; while operating the Terminal in the highest Link 16 output power mode (200 watts or less), measure and record the following:

- a. The average Link 16 pulse width at the 95% voltage level,
- b. The average Link 16 pulse width at the level at which the Terminal measures pulse width, and
- c. The average of the difference between the results for 3.7.9.1.1.7a and b for the nine RF carrier frequencies. The AV shall denote this average as  $\Delta$ .

For each of the nine RF frequencies, at the level the Terminal measures pulse width, the AV shall measure and record the following:

- d. The narrowest width for which the Terminal will identify pulses as being acceptable width. The AV shall record the average value of these pulse widths for the nine RF frequencies. This AV shall denote this average by NA.
- e. The widest width for which the Terminal will identify the pulses as being acceptable width. The AV shall record the average value of these pulse widths for the nine RF frequencies. The AV shall denote this average by WA.

The AV shall verify that  $NA - \Delta \geq 6080 \text{ ns} - 50 \text{ ns}$  and  $WA - \Delta \leq 6720 \text{ ns} + 50 \text{ ns}$ .

**3.7.9.1.1.8 Frequency Monitor.** With the Terminal operating in the Link 16 multiple antenna mode and at the highest Link 16 output power mode (200 watts or less), the AV shall measure and record the following:

- a. The frequency of an emitted pulse in the vicinity of 1023 MHz above which the Terminal declares a Link 16 1030/1090 MHz fault and below which the Terminal declares a Link 16 Out-Of-Band fault.
- b. The frequency of an emitted pulse in the vicinity of 1097 MHz below which the Terminal declares a Link 16 1030/1090 MHz fault and above which the Terminal declares a Link 16 Out-Of-Band fault.
- c. The frequency of an emitted pulse in the vicinity of 969 MHz below which the Terminal declares a Link 16 Out-Of-Band fault.
- d. The frequency of an emitted pulse in the vicinity of 1206 MHz above which the Terminal declares a Link 16 Out-Of-Band fault.

The AV shall verify that the frequencies measured are within 200 kHz of 1023 MHz, 1097 MHz, 967 MHz, and 1208Mhz.

**3.7.9.1.1.9 Output Power Restriction.** The AV shall verify that the Terminal will indicate excess power when the peak Link 16 pulse output power exceeds 200 watts +2 dB at any Link 16 pulse carrier frequency.

**3.7.9.2 LRU and SRU Acceptance Verification.** The contractor shall plan and conduct acceptance verification on each LRU and SRU to be delivered to the Government separate from complete Terminals. The contractor shall prepare and submit LRU and SRU acceptance verification test plans, test procedures, and test report. Separate test plans, test procedures, and test reports are required for the LRU and SRU acceptance verification conducted by the U.S. integrator and for the LRU and SRU acceptance verifications conducted by the European integrator. (CDRL JF04, CDRL JF05, CDRL JF06)

### 3.8 QUALITY ASSURANCE

3.8.1 **Quality Assurance (QA) Program.** The contractor shall implement quality assurance in accordance with International Standards Organization (ISO) 9001 as supplemented by AQAP-2110.

3.8.2 **Stipulations.** The following stipulations apply:

- a. The contractor shall make available for review, and retention if required by the Government, all records associated with the establishment, implementation, and operation of a quality system compliant with the documents listed above.
- b. The contractor shall monitor the preparation, maintenance, and compliance with work and inspection instructions as a function of the quality program.

3.8.3 **Calibration System.** The contractor shall maintain a calibration system in accordance with ISO 10012-1 and shall develop and maintain a written description of his calibration system covering measuring and test equipment standards.

3.8.4 **Reserved.**

3.8.5 **Corrective Action and Disposition System.** The contractor shall maintain a corrective action and disposition system for nonconforming material in accordance with ISO 9001 as supplemented by AQAP-2110.

3.8.6 **Subcontractor/Vendor Quality.** The contractor shall implement a subcontractor/vendor quality program in accordance with ISO 9001 as supplemented by AQAP-110.

### **3.9 DELIVERY**

**3.9.1 Delivery.** The contractor shall deliver to the Government all Terminals and Terminal LRUs, SRUs, assemblies, subassemblies, and parts. Contract residual assets will be delivered “as is”.

### 3.10 PREOPERATIONAL SUPPORT (CLIN 3006)

3.10.1 **Preoperational Support.** The contractor shall provide and perform engineering, technical, maintenance, supply, field retrofit, and test support through the duration of the Terminal Development Phase 2B contract task for:

- a. Host platform and laboratory integration testing which is platform integrator-conducted, contractor-supported testing done at platform integrator facilities to integrate the Terminal with the host platforms.
- b. Flight testing and Government field testing which is Government and platform integrator-conducted, contractor-supported testing done at Government and platform integrator facilities to demonstrate completion of the Terminal development and to identify deficiencies.
- c. Depot level maintenance.
- d. During all host platform and laboratory integration testing, and all flight testing and Government field testing, the contractor shall record information required by 3.6.2.

3.10.2 **Engineering Services.** The contractor shall furnish the services of engineers knowledgeable of the operation, maintenance, and functional and performance characteristics of the Terminal during all host platform and laboratory integration testing and all flight testing and Government field testing. Engineering services shall include both on site engineering support including platform application studies and in-plant engineering support. These engineering services shall be provided at the locations and for the time periods including permanent assignments as designated by the Government. These contractor engineers shall be responsible for:

- a. All field maintenance and repair of the Terminal. The contractor engineers shall perform this maintenance and repair at the Terminal and LRU levels through LRU and SRU replacement. The Government will provide Spare LRUs and SRUs.
- b. Operation of the Terminal as requested.
- c. Assistance in the planning for and the execution of integration testing, flight testing, and field testing as requested, including equipment installation. This assistance includes helping to develop test objectives, test plans, test procedures, and test criteria; and participating in Test Planning Working Groups (TPWGs).
- d. Installation, test, and verification of all field changes to the Terminal.

- e. Analysis and evaluation of integration test results, flight test results, and field test results as requested.
- f. Depot repair coordination, including the shipment of all Terminal components that cannot be repaired at the field locations to the contractor's depot for repair and the replenishment of Government spares.
- g. Field site administration and record keeping, including failure reports, configuration records, problem reports, technical observations, and recommendations. At all times, each of these contractor engineers shall be able to identify the exact configuration of each and every Terminal for which he or she has responsibility.
- h. Retrofit of hardware and software updates.

The contractor shall provide these engineering services at the designated test locations. The contractor shall provide all documentation, tools, training, and test equipment necessary for the performance of these engineering services dependent on Government procurement decisions. The contractor shall be responsible for the maintenance and calibration for these tools and test equipment.

**3.10.3 Depot Level Maintenance.** The contractor shall establish and operate a repair depot capability. As part of the depot operation, the contractor shall perform the following:

- a. Repair all Terminal components that cannot be repaired at field locations such that those components are returned to the fully functional status. For the purposes of pre-operational support, the contractor shall identify long lead and high cost items. Long lead refers to those items (repair parts/components) that create repair turn around times of greater than 30 days. High cost refers to those items (repair parts/components) which is repurchased have greater than 20% cost increase over the original procurements. Long lead and high cost repair items will be provide by the Government.
- b. Establish and operate bonded storerooms for receiving and storing failed components, repaired components, and Government long lead and high cost repair items.
- c. Upgrade all returned Terminal components to their most recent approved configurations as mutually agreed by the Government and the contractor.
- d. Perform acceptance tests on all repaired and upgraded Terminal components.
- e. Replenish Government spares with components of the most recent approved configuration.

- f. Administration and record keeping, including failure reports, configuration records, status of depot repairs, problem reports, technical observations, recommendations, and repair/consumption /usage reports for Government spares and repair parts. At all times, the contractor shall be able to identify the exact configuration of all Terminal components shipped from the depot.

The contractor shall provide the facilities and all documentation, tools, training, and test equipment necessary to operate the depot through the duration of this MIDS JTRS Delivery Order. The contractor shall be responsible for the maintenance and calibration for these tools and test equipment.

#### 4. NOTES

4.1 **Definitions.** This section provides definitions for some of the terms used in this SOW:

a. **EMF Configuration Terminal.** A Terminal configuration consisting of a RT LRU and a RPS LRU where the RT LRU contains four 2 - 2000 MHz Transceiver SRUs. The EMF Configuration Terminal does not contain a Link 16 Radio Frequency Amplifier (RFA) SRU or a TACAN/Global Positioning System (GPS) SRU. An EMF Configuration Terminal may only be used in conjunction with a Main Configuration Terminal.

b. **Line Replaceable Unit.** An item that is to be functionally isolated and physically removed during on-platform maintenance. An LRU consists of one or more Shop Replaceable Units. The LRU is equivalent to the Weapons Replaceable Assembly (WRA) terminology used by the U.S. Navy.

c. **Main Configuration Terminal.** A Terminal configuration consisting of a RT LRU and a RPS LRU where the RT LRU contains a Link 16 RFA SRU, three 2 - 2000 MHz Transceivers SRUs, and a TACAN/GPS SRU. A Main Configuration Terminal may be used for stand alone operation or in conjunction with a EMF Configuration Terminal.

d. **Shop Replaceable Unit.** An item within an LRU that can be functionally isolated and physically removed. The SRU is equivalent to the Shop Replaceable Assembly (SRA) terminology used by the U.S. Navy.

e. **Specialized Test Equipment.** Test equipment that is part of the FAQT/acceptance test equipment or the factory test equipment and that has no application other than testing of the Terminal.

f. **Common Modules.** Common modules are modules that are built using a single design that is shared among all contractors

g. **Unique Modules.** Unique modules are modules that are built using a contractor-specific design that is not shared with the other contractors.

4.2 **Abbreviations and Acronyms.** The following is a list of abbreviations and acronyms used in the SOW:

ABL	Allocated Baseline
ANSI	American National Standards Institute
API	Application Program Interface
AV	Acceptance Verification
BIT	Built In Test

BMPCOE	Best Manufacturing Practices Center of Excellence
CAGE	Commercial and Government Entity
CCA	Circuit Card Assembly
CCB	Configuration Control Board
CCDR	Contractor Cost Data Reporting
CDMP	Configuration and Data Management Plan
CDR	Critical Design Review
CDRL	Contract Data Requirements List
CDSR	Cost Data Summary Report
CFSR	Contract Funds Status Report
CI	Configuration Item
CLIN	Contract Line Item Number
CMAR	Configuration Management Accounting Record
CMP	Configuration Management Plan
COMSEC	Communication Security
COTS	Commercial-Off-The-Shelf
CPR	Cost Performance Report
CSCI	Computer Software Configuration Item
CSCS	Cost Schedule Control System
CW	Continuous Wave
CWBS	Contractor Work Breakdown Structure
DCMA	Defense Contracts Management Agency
DoD	Department of Defense (U.S.)
ECP	Engineering Change Proposal
EIA	Electronic Industries Alliance
EMC	Electromagnetic Compatibility
EMCCP	Electromagnetic Compatibility Control Plan
EMF	Expanded Modular Function
EMI	Electromagnetic Interference
ESIP	Enhanced SINCGARS Improvement Program
ESS	Environmental Stress Screening
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulations
FAQT	First Article Qualification Test
FBL	Functional Baseline
GFP	Government Furnished Property
GPS	Global Positioning System
HWCI	Hardware Configuration Item
IBR	Integrated Baseline Review
ICD	Interface Control Document
IDD	Interface Design Document
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
ILS	Integrated Logistics Support
ILSM	Integrated Logistics Support Manager
INFOSEC	Information Security

IPS	Item Performance Specification
IPT	Integrated Product Team
IR	Investigation Request
IRS	Interface Requirements Specification
ISP	Integrated Support Plan
ISO	International Standards Organization
ITAR	International Traffic in Arms Regulations
JETDES	Joint Electronic Type Designation
JTRS	Joint Tactical Radio System
LRU	Line Replaceable Unit
LVT	Low Volume Terminal
MARO	Months After Receipt of Order
MIDS	Multifunctional Information Distribution System
MSDS	Material Safety Data Sheet
MTBF	Mean Time Between Failure
NARTE	National Association of Radio and Telecommunication Engineers
NADS	North Atlantic Defense System
NATO	North Atlantic Treaty Organization
NOR	Notice of Revision
NSA	National Security Agency (U.S.)
NVLAP	National Voluntary Laboratory Accreditation Program
OSHA	Occupational Safety and Health Administration
PBL	Product Baseline
PDR	Preliminary Design Review
PICA	Primary Inventory Control Activity
PKI	Public Key Infrastructure
PMR	Program Management Review
PMWS	Program Mangers WorkStation
POC	Point of Contact
QA	Quality Assurance
RF	Radio Frequency
RFA	Radio Frequency Amplifier
RFD	Requests for Deviation
RGT	Reliability Growth Test
R&M	Reliability and Maintainability
ROM	Read Only Memory
RPS	Remote Power Supply
RT	Receiver Transmitter
RVP	Regression Verification Procedure
RVR	Regression Verification Report
SCA	Software Communications Architecture
SDD	Software Design Description
SDP	Software Development Plan
SECAN	NATO Military Committee Communications and Information Systems
SEMP	Systems Engineering Management Plan
SFQT	Software Formal Qualification Test

SINCGARS	Single Channel Ground to Air Radio System
SOW	Statement of Work
SPA	Security Production Assurance
SPS	Software Product Specification
SRA	Shop Replaceable Assembly
SRS	Software Requirements Specification
SRU	Shop Replaceable Unit
SS	System Specification
S/SICS	System/Segment Interface Control Specification
SSL16W	System Specification for Link 16 Waveform
SSTW	System Specification for TACAN Waveform
STDI	Special Technical Development Investigation
STE	Specialized Test Equipment
STP	Software Test Plan
TAAF	Test, Analyze, and Fix
TDP	Technical Data Package
TDMA	Time Division Multiple Access
TIM	Technical Interchange Meeting
TLCSC	Top Level Computer Software Components
TRIMS	Technical Risk Identification and Mitigation System
TRR	Test Readiness Review
TSRD	Telecommunications Security Requirements Document
UIC	Unified INFOSEC Criteria
U.S.	United States
VCRM	Verification Cross Reference Matrix
VPO	Virtual Program Office
WDS	Waveform Development Specification
WRA	Weapons Replaceable Assembly

## APPENDIX A

### (CLIN 3007)

#### Technical Data Package

10.0 **Scope.** This appendix defines the required additional efforts associated with the delivery of a manufacturing TDP.

10.1 **Reserved.**

10.2 **Technical Data Package.** The contractor, individually and in conjunction with the other participating contractors, shall maintain the elements of the TDP not under Government configuration control as they are developed as a composite set.

The contractor shall maintain the following documents:

- a. The product drawings and associated lists, exclusive of COTS items and non-developed equipment,
- b. The special tooling drawings and associated lists.

In the event that the contractor develops specialized test equipment (special inspection equipment) (see 10.3) as part of the factory test equipment or the acceptance test equipment, the contractor shall also maintain the following documents as they are developed as part of the same composite set listed above:

- c. Special inspection equipment drawings and associated lists,
- d. Special inspection equipment operating instructions,
- e. Special inspection equipment descriptive documentation, and
- f. Special inspection equipment calibration procedures.

When completed, this composite set of TDP documents together with the FBL and ABL documents under Government configuration control, the SPSs, the IDD/APIs, the acceptance test plans, and the acceptance test procedures shall constitute a complete design disclosure for the Terminal. In the event that the above list of documents together with the documents composing the FBL and ABL, the SPSs, the IDD/APIs, the acceptance test plans, and the acceptance test procedures does not constitute a complete design disclosure for the Terminal, the contractor, in conjunction with the other participating contractors, shall promptly identify the deficiencies and shall prepare and submit a proposal containing additional data items which shall provide for a complete design disclosure. As delivered the TDP shall exactly represent the design configuration

and the manufacturing processes of the Terminal that successfully completed contractor FAQT. The TDP shall not include any COMSEC/TEMPEST information. (CDRL JC0G)

**10.3 Specialized Test Equipment.** The contractor shall provide the design, operating instructions, description, and calibration procedures of all STE (special inspection equipment) developed under this contract for the Terminal as part of the factory test equipment or the acceptance equipment. For all STE the contractor shall provide the software internal documentation through the data accession list as soon as it is available and prior to the formal use of this test equipment. (CDRL JC0G)

**10.4 Reserved.**

**10.5 Product Drawings and Associated Lists.** The contractor shall prepare, revise, and maintain the product drawing and associated lists.

## APPENDIX B

### Preliminary Design Review

20.0 **Scope.** This appendix defines the requirements for the PDR.

20.1 **General.** The PDR shall be a technical review of the basic design approach for the Terminal and its composite HWCIs and CSCIs.

20.2 **Items to be Reviewed.** The contractor, in conjunction with the other participating contractors, shall present the following for review:

20.2.1 **HWCIs:**

- a. The preliminary design synthesis of the hardware IPSs for the Terminal HWCIs.
- b. Trade studies and design studies results.
- c. Functional flow, requirements allocation data, and schematic diagrams.
- d. Terminal Conceptual Drawings and Associated Lists.
- e. Any proprietary or restricted design/process/components and information.
- f. Environmental control and thermal design aspects.
- g. Electromagnetic compatibility of the preliminary design.
- h. Power dissipation, power capacity, power distribution, and grounding design aspects.
- i. Preliminary mechanical and packaging design.
- j. Safety engineering considerations.
- k. Security engineering considerations.
- l. Survivability/Vulnerability considerations.
- m. Preliminary lists of materials, parts, and processes.
- n. Pertinent reliability and maintainability data.

- o. Preliminary size and weight data.
- p. Development test data to the extent such exists.
- q. Interface requirements contained in IPSs and ICDs, and interface control data (e.g. Interface Control Drawings) derived from these requirements.
- r. Configuration item development schedules.
- s. Mock-ups, models, breadboards, or prototype hardware to the extent such exists.
- t. Producibility and manufacturing considerations (e.g. materials, tooling, test equipment, processes, facilities, skills, and inspection techniques). Identify single source, sole source, diminishing source.
- u. Transportability, packaging, and handling considerations.
- v. Human engineering considerations.
- w. Standardization considerations.
- x. Platform compatibility.
- y. Corrosion prevention/control considerations.
- z. Quality assurance considerations.
- aa. Support equipment requirements.

#### 20.2.2 CSCIs:

- a. Functional flow. The computer software functional flow embodying all of the requirements allocated from the SRSs and IRSs to the individual Top-Level Computer Software Components (TLCSCs) of each CSCI shall be presented.
- b. Storage allocation data. This information shall be presented for each CSCI as a whole, describing the manner in which available storage is allocated to individual TLCSCs. Timing, sequencing requirements, and relevant equipment constraints used in determining the allocation shall be included.
- c. Control function descriptions. A description of the executive control and start/recovery features of each CSCI shall be available, including method of initiating system operation and features enabling recovery from system malfunction.

- d. CSCI structure. The top-level structure of each CSCI, the reasons for choosing the components described, the development methodology which will be used within the constraints of the available computer resources, and any support program which will be required in order to develop/maintain the CSCI structure and allocation of data storage.
- e. Security. An identification of unique security requirements and a description of the techniques to be used for implementing and maintaining security within each CSCI shall be provided.
- f. Reentrancy. An identification of any reentrancy requirements and a description of the techniques for implementing reentrant routines shall be available for review.
- g. Computer software development facilities. The availability, adequacy, and planned utilization of the computer software development facilities shall be addressed.
- h. Computer software development facility versus the operational system. Information relative to unique design features which may exist in a TLCSC in order to allow use within the computer software development facility, but which will not exist in the TLCSC installed in the operational system shall be provided. Information on the design of support programs not explicitly required for the operational system but which will be generated to assist in the development of the CSCIs shall be provided. Details of the Software Development Library controls shall be provided.
- i. Development tools. Descriptions of any special simulation, data reduction, of utility tools that are not deliverable under the terms of the contract, but which are planned for use during software development shall be provided.
- j. Test tools. Descriptions of any special test system, test data, data reduction tools, test computer software, or calibration and diagnostic software that are not deliverable under the terms of the contract, but which are planned for use during product development shall be provided.
- k. Descriptions and characteristics of commercially available computer resources, including any optional capabilities such as special features, interface units, special instructions, controls, formats, etc. shall be provided. Limitations of commercially available equipment such as failure to meet human engineering, safety, and maintainability requirements of the SRS shall be include. Deficiencies shall be identified.
- l. Existing documentation (technical orders, commercial manuals, etc.) for commercially available computer resources and copies of contractor specifications used to procure computer resources shall be made be provided.

m. Review considerations applicable to 20.2.1 as appropriate.

**20.2.3 Additional PDR Elements.** The contractor shall present:

- a. The development status and configuration of the FAQT/acceptance test equipment and the factory test equipment; the status of the recommendation for and the configuration of hardware and software for the Terminal support facility; the commonality between the FAQT/acceptance test equipment, the factory test equipment, and the COTS hardware and software selected.
- b. The producibility status of the Terminal including the results of the producibility analysis.
- c. The identification of the critical items.
- d. The results of the analysis on the impact to system safety due to the Terminal design.
- e. The results of the analysis on the impact to human engineering due to the Terminal design.
- f. The status of the reliability and maintainability program in accordance with 3.2.3.8.1.
- g. The results of the BIT development study in accordance with 3.2.3.8.2.1.
- h. A review of the BIT development of the Terminal in accordance with 3.2.3.8.2.2
- i. The estimates of computer reserve capacity (memory, throughput, and processing power) per channel for the processors hosting Terminal CSCIs in accordance with 3.2.8.2.1.
- j. The contractor's risk assessment.

## APPENDIX C

### Critical Design Review

30.0 **Scope.** This appendix defines the requirements for the CDR.

30.1 **General.** The CDR shall be a technical review of the detail design for the Terminal and its composite HWCIs and CSCIs.

30.2 **Items to be Reviewed.** The contractor, in conjunction with the other participating contractors, shall present the following for review:

#### 30.2.1 HWCIs:

- a. Adequacy of the detail design reflected in the developmental drawings in satisfying the requirements of the IPSs for the HWCIs.
- b. Developmental Drawings and Associated Lists.
- c. Adequacy of the detailed design in the following areas:
  1. Electrical design.
  2. Mechanical design.
  3. Environmental control and thermal aspects.
  4. Electromagnetic compatibility.
  5. Power generation and grounding.
  6. Electrical and mechanical interface compatibility.
  7. Mass properties.
  8. Reliability and maintainability.
  9. System safety engineering.
  10. Security engineering.
  11. Survivability.
  12. Producibility and manufacturing.
  13. Transportability, packaging, and handling.
  14. Human engineering.
  15. Standardization.
  16. Design versus logistics trade-offs.
  17. Support equipment requirements.
  18. Testability.
  19. Parts derating.
- d. Interface control drawings.
- e. Mock-ups, breadboards, and prototype hardware.

- f. Design analysis and test data.
- g. Initial manufacturing readiness (for example: manufacturing engineering; development and proofing of new materials; processes; methods; tooling; test equipment; procedures; reduction of manufacturing risks to acceptable level; personnel identification, training, and qualification).
- h. Verify corrosion prevention/control to insure materials have been chosen that will be compatible with operating environment.
- i. Quality assurance considerations.

#### 30.2.2 CSCIs:

- a. The software detail design, data base design, and interface design together with the associated documents. In the event that the CDR is conducted in increments, complete documents to support that increment shall be available.
- b. Supporting documentation describing results of analysis, testing, etc., as mutually agreed by the Government and the contractor.
- c. Progress on activities required by CSCI PDR. See section 20.2.2
- d. Schedules for the remaining milestones.
- e. Updates since the last review to all previously delivered software related CDRL items.

#### 30.2.3 Additional CDR Elements. The contractor shall present:

- a. The development status and configuration of the FAQT/acceptance test equipment and the factory test equipment; the status of the recommendation for and the configuration of hardware and software for the Terminal support facility; and the COTS hardware and software selected.
- b. The producibility status of the Terminal including the results of the producibility analysis.
- c. The results of the analysis on the impact to system safety due to the Terminal design.
- d. The results of the analysis on the impact to human engineering due to the Terminal design.

- e. The status of the reliability and maintainability program with special emphasis on RGT (CLIN 3015), in accordance with 3.2.3.8.1.
- f. A review of the BIT development of the Terminal in accordance with 3.2.3.8.2.2.
- g. The estimates of computer reserve capacity (memory, throughput, and processing power) per channel for the processors hosting Terminal CSCIs in accordance with 3.2.8.2.1.
- h. The contractor's Risk assessment.
- i. The status and results of the defect control program in accordance with 3.7.2.2.
- j. The status and results of the manufacturing program planning in accordance with 3.7.3.
- k. [The status and results of the manufacturing surveillance operation in accordance with 3.7.4. (CLIN 3001)]
- l. The status of PBL approval per Clause H-56.
- m. The proposed FAQT entrance criteria.

## APPENDIX D

### Program Management Reviews

**40.0 Scope.** This appendix defines the program status information to be reported at the PMRs.

**40.1 General.** Each PMR shall be a formal management review of the Terminal development and production program.

**40.2 Items to be Reviewed.** The contractor, in conjunction with the other participating contractors, shall present the following for review:

**40.2.1 The Technical Status:**

- a. Summary of action items from all formal meetings and reviews.
- b. Technical areas that are a risk to meeting Terminal FBL performance requirements.
- c. Technical areas that are a risk to cost and schedule.
- d. Proposed corrective actions to minimize risk.
- e. LRU technical status broken out to the SRU level.
  1. Reporting information to include quantity to date; deliverables and non-deliverables.
  2. Break out design vs. fabrication, assembly, integration, test and provide current percent complete of process.
- f. Software technical presentation to include current period productivity and cumulative project productivity; percentage complete by CSCI for design, code, test, integration, current line of code sizing projections by existing, modified, deleted, new; and risk analysis.

**40.2.2 The Schedule Status:**

- a. Status of work relative to the Government approved baseline schedule.
- b. Risk of missing milestones.
- c. Cause and effect of tardy performance of work.

- d. Proposed corrective action to schedule problems.
- e. Current software schedule status.
- f. Schedule for formal technical reviews and subcontractor/vendor reviews.

**40.2.3 The Cost Status:**

- a. Financial allocations and staffing.
- b. Deviations between planned and actual progress.
- c. Status of SRU design costs and SRU fabrication, assembly, integration, test costs with a current percentage of total cost breakout by SRU.

**40.2.4 The Test Status:**

- a. Summary of test discrepancy reports.
- b. Corrective action planned and accomplished.
- c. Retest schedule.

**40.2.5 The Configuration Management Program Status.**

**40.2.6 Logistics and ISP Status.**

**40.2.7 The Manufacturing Status:**

- a. Manufacturing surveillance.
- b. Producibility engineering and planning.
- c. Effectiveness of the ESS plan.

**40.2.8 The Status of the Contract Data Required.**

**40.2.9 The Status of the Acceptance and Factory Test Equipment.**

**40.2.10 The Recommended Hardware and Software for the Terminal Support Facility.**

**40.2.11 Additional PMR Elements:**

- a. The development status and configuration of the FAQT/acceptance test equipment and the factory test equipment; and the COTS hardware and software selected.
- b. The producibility status of the Terminal including the results of the producibility analysis.
- c. The schedules for all technical reviews in accordance with 3.2.3.3.1 and subcontractor/vendor reviews in accordance with 3.2.3.3.1.6.
- d. The planned and actual status of software development in accordance with 3.2.8.3.1.
- e. The development status of the STE in accordance with 3.2.10.
- f. The contractor's risk assessment.
- g. The status and results of the defect control program in accordance with 3.7.2.2.
- h. The status and results of the manufacturing program planning in accordance with 3.7.3.
- i. [The status and results of the manufacturing surveillance operation in accordance with 3.7.4. (CLIN 3001)]
- j. Quality assurance considerations.

40.2.12 **Corrective Actions.** Proposed corrective actions to any problems identified in the other items to be reviewed as listed above and to minimize costs throughout the lifecycle of the Terminal.

## APPENDIX E

### Test Readiness Review

50.0 **Scope.** This appendix defines the requirements for the TRR.

50.1 **General.** The TRR shall be a formal review of the contractor's readiness to begin FAQT. The TRR shall be conducted after the FAQT test procedures are available and the integration of the HWCIs and CSCIs comprising the Terminal is complete. The purpose of the TRR is for the Government to determine whether the contractor is in fact ready to begin the FAQT.

50.2 **Items to be Reviewed.** The contractor shall present the following for review:

50.2.1 **Requirements Changes.** Any and all changes to the FBL that have been approved since the CDR and which impact the conduct of the FAQT.

50.2.2 **Design Changes.** Any and all changes to the designs of the HWCIs and CSCIs comprising the Terminal that have been made since the CDR and which impact the conduct of the FAQT.

50.2.3 **Configuration Identification.** The part number of the Terminal configuration that will be subjected to the FAQT plus the part numbers of the HWCIs and the version numbers of the CSCIs that comprise this Terminal configuration.

50.2.4 **FAQT Test Procedures.** The test procedures to be used in conducting the FAQT including retest procedures for test anomalies and corrections.

50.2.5 **Traceability.** The traceability between the Terminal requirements as specified in the FBL and the qualification activities and events comprising the FAQT as identified and documented in the System Test Plan and the FAQT test procedures.

50.2.6 **FAQT Schedule.** The schedule and sequence for all qualification activities and events comprising the FAQT.

50.2.7 **Locations.** Identification and availability status of the facilities where the FAQT will be conducted. For those facilities available to multiple programs where use of each facility must be reserved, the contractor shall present the periods reserved for the Terminal FAQT and demonstrate that those reserved periods are consistent with the overall Terminal FAQT schedule. Identification of the qualification activities and events to be conducted at each location.

50.2.8 **Test Equipment.** Identification and availability status of all test equipment to be used in the conduct of the FAQT including, but not limited to: functional test sets/stations, instrumentation, environmental chambers and specialized environmental

test equipment, and EMI/EMC and TEMPEST test chambers and specialized test equipment. For those test equipments available to multiple programs where use of each test equipment must be reserved, the contractor shall present the periods reserved for the Terminal FAQT and demonstrate that those reserved periods are consistent with the overall Terminal FAQT schedule. Test equipment identification shall be by description, manufacturer, nomenclature, and (if known at the time of the TRR) individual serial numbers.

**50.2.9 Test Software.** Identification and availability status of all test software to be used in the conduct of the FAQT. Test software identification shall be by description, vendor/supplier, and nomenclature or version number as applicable.

**50.2.10 Personnel.** Identification, availability status, and qualifications of the personnel that will conduct the FAQT.

**50.2.11 FAQT Limitations.** Identification of all known FAQT limitations.

**50.2.12 Terminal Problems.** Identification and summary of Terminal problem status including all known discrepancies between the performance of the Terminal configuration that will be subjected to the FAQT and the requirements specified in the FBL.

**50.2.13 Security.** Identification of any security measures or guidelines that will be observed.

**50.2.14 Acceptance Test Results.** The results of the acceptance tests conducted prior to the TRR.

## Phase 2B CDRLs List

Amendment 0006

ITEM	CATEGORY	CLIN #	CDRL #	DESCRIPTION	*Del.	Rev T	App
1	Engineering	3002	JA01	SYSTEM ENGINEERING MANAGEMENT PLAN (SEMP)	C	3.1.1, 3.2.3.1, 3.2.3.2.10, 3.2.3.2.11, 3.2.3.8.2, 3.2.10	N
2	Engineering	3002, 3020	JA02	PROGRAM UNIQUE SPECIFICATION DOCUMENTS - ITEM PERFORMANCE SPECS(SUBTITLE)	C	3.2.3.2.10a, 3.2.3.2.10b, 3.4.1.1.2	A
3	Engineering	3002	JA03	SOFTWARE REQUIREMENTS SPECIFICATIONS	C	3.2.3.2.10c, 3.2.8.1.2, 3.4.1.1.2	A
4	Engineering	N/A	JA04	RESERVED			
5	Engineering	3002	JA05	SOFTWARE PRODUCT SPECIFICATIONS	C	3.2.3.2.10e, 3.2.8.1.2	A
6	Engineering	3002	JA06	INTERFACE CONTROL DOCUMENT (ICD) - INTERNAL ICD (SUBTITLE)	C	3.2.3.2.11a, 3.4.1.1.2	A
7	Engineering	3002	JA07	INTERFACE REQUIREMENTS SPECIFICATIONS	C	3.2.3.2.11b, 3.2.8.1.2, 3.4.1.1.2	A
8	Engineering	3002	JA08	INTERFACE DESIGN DESCRIPTION - APPLICATION PROGRAM INTERFACE (SUBTITLE)	C	3.2.3.2.11c, 3.2.8.1.2	A
9	Engineering	N/A	JA09	RESERVED			
10	Engineering	N/A	JA0A	RESERVED			
11	Engineering	3002	JA0B	HAZARDOUS MATERIAL SUMMARY REPORT (SUBTITLE)	I	3.2.3.6.2	A
12	Engineering	N/A	JA0C	RESERVED			
13	Engineering	N/A	JA0D	RESERVED			
14	Engineering	N/A	JA0E	RESERVED			
15	Engineering	3002	JA0F	RELIABILITY PREDICTIONS & DOCUMENTATION OF SUPPORTING DATA	C	3.2.3.8.1b	N
16	Engineering	N/A	JA0G	RESERVED			
17	Engineering	N/A	JA0H	RESERVED			

\*C: COMMON, I: INDIVIDUAL

C-US: COMMON US, I-US: INDIVIDUAL US

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## Phase 2B CDRLs List

Amendment 0006

ITEM	CATEGORY	CLIN #	CDRL #	DESCRIPTION	*Del.	Rev T	App
18	Engineering	3021	JA0J	RELIABILITY TEST PLAN - RELIABILITY GROWTH TEST PLAN (SUBTITLE) (NON-CORE)	I	3.2.3.8.1c	A
19	Engineering	3021	JA0K	RELIABILITY DEVELOPMENT GROWTH TEST REPORT (NON-CORE)	I	3.2.3.8.1c	A
20	Engineering	N/A	JA0L	RESERVED			
21	Engineering	3002	JA0M	BIT DESIGN REPORT	C	3.2.3.8.2.3	N
22	Engineering	N/A	JA0N	RESERVED			
23	Engineering	N/A	JA0P	RESERVED			
24	Engineering	3022	JA0Q	THERMAL SURVEY REPORT	C	3.2.5	N
25	Engineering	3002	JA0R	ELECTROMAGNETIC INTERFERENCE CONTROL PROCEDURE		3.2.6.1	N
26	Engineering	N/A	JA0S	RESERVED			
27	Engineering	N/A	JA0T	RESERVED			
28	Engineering	3002	JA0U	SOFTWARE DEVELOPMENT PLAN	C	3.2.8.1, 3.2.8.1.1, 3.2.8.1.4	N
29	Engineering	N/A	JA0V	RESERVED			
30	Engineering	3002	JA0W	SOFTWARE DESIGN DESCRIPTION	C	3.2.8.1.2, 3.2.3.2.10d	N
31	Engineering	N/A	JA0X	RESERVED			
32	Engineering	3002, 3018	JA0Y	COMPUTER SOFTWARE PRODUCT END ITEMS - SOFTWARE EXECUTABLES (SUBTITLE) (NON-CORE)		3.2.8.3.2, 3.2.8.3.2.1	N
33	Engineering	3002, 3018	JA0Z	SOFTWARE VERSION DESCRIPTION (SVD) (NON-CORE)	C	3.2.8.3.2, 3.2.8.3.2.1	A

\*C: COMMON, I: INDIVIDUAL  
 C-US: COMMON US, I-US: INDIVIDUAL US

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## Phase 2B CDRLs List

Amendment 0006

ITEM	CATEGORY	CLIN #	CDRL #	DESCRIPTION	*Del.	Rev T	App
34	FAQT	N/A	JB01	RESERVED			
35	FAQT	N/A	JB02	RESERVED			
36	FAQT	3002, 3020	JB03	TEST PROCEDURE - QUALIFICATION TEST PROCEDURE (SUBTITLE)	I	3.3.1.1.2a, 3.3.1.1.3	A
37	FAQT	3002, 3020	JB04	TEST/INSPECTION REPORT - QUALIFICATION TEST REPORT(SUBTITLE)	I	3.3.1.1.2d, 3.3.1.1.3	N
38	FAQT	3002	JB05	SCIENTIFIC AND TECHNICAL REPORT - FAQT ANALYSIS (SUBTITLE)	I	3.3.1.1.2e	N
39	FAQT	N/A	JB06	RESERVED			
40	FAQT	N/A	JB07	RESERVED			
41	FAQT	N/A	JB08	RESERVED			
42	FAQT	N/A	JB09	RESERVED			
43	FAQT	3002	JB0A	TEST PROCEDURE - QUALIFICATION INTERCHANGEABILITY TEST PROCEDURE (SUBTITLE)	C	3.3.1.1.2a	A
44	FAQT	3002	JB0B	TEST/INSPECTION REPORT - QUALIFICATION INTERCHANGEABILITY TEST REPORT (SUBTITLE)	C	3.3.1.1.2d	N
45	FAQT	3002	JB0C	TEST PROCEDURE - EMC FEATURES TEST PROCEDURE (SUBTITLE)	I	3.3.1.1.2a, 3.3.1.3.2	A
46	FAQT	3002	JB0D	TEST/INSPECTION REPORT - EMC FEATURES TEST REPORT(SUBTITLE)	I	3.3.1.1.2d, 3.3.1.3.2	A

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## Phase 2B CDRLs List

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ITEM	CATEGORY	CLIN #	CDRL #	DESCRIPTION	*Del.	Rev T	App
47	Configuration and Data Management	3002	JC01	CONTRACTOR'S CONFIGURATION MANAGEMENT PLAN	C	3.4.1	A
48	Configuration and Data Management	3002	JC02	BASELINE DESCRIPTION DOCUMENT	C	3.4.1.1	N
49	Configuration and Data Management	3002	JC03	REFERENCE DESIGNATION ASSIGNMENT PLAN	C	3.4.1.1.7	N
50	Configuration and Data Management	3002	JC04	REQUEST FOR NOMENCLATURE	C	3.4.1.1.8	A
51	Configuration and Data Management	3002	JC05	ENGINEERING CHANGE PROPOSAL	I	3.4.1.2.1	A
52	Configuration and Data Management	3002	JC06	NOTICE OF REVISION	I	3.4.1.2.2	A
53	Configuration and Data Management	3002	JC07	REGRESSION VERIFICATION PROCEDURE (RVP) (SUBTITLE)	I	3.4.1.2.3	A
54	Configuration and Data Management	3002	JC08	REGRESSION VERIFICATION REPORT (RVR) (SUBTITLE)	I	3.4.1.2.3	N
55	Configuration and Data Management	3002	JC09	REQUEST FOR DEVIATION	I	3.4.1.2.4	A
56	Configuration and Data Management	N/A	JC0A	RESERVED			
57	Configuration and Data Management	N/A	JC0B	RESERVED			
58	Configuration and Data Management	3002	JC0C	CONFIGURATION MANGEMENT ACCOUNTING REPORT (SUBTITLE)	I	3.4.1.5.1	N
59	Configuration and Data Management	3002	JC0D	AS-BUILT CONFIGURATION LIST (ABCL)	I	3.4.1.5.2	N
60	Configuration and Data Management	3002	JC0E	DATA ACCESSION LIST	I	3.4.2.2	N
61	Configuration and Data Management	N/A	JC0F	RESERVED			
62	Configuration and Data Management	3007	JC0G	TECHNICAL DATA PACKAGE	I/C	10.2, 10.3	A

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## Phase 2B CDRLs List

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ITEM	CATEGORY	CLIN #	CDRL #	DESCRIPTION	*Del.	Rev T	App
63	Program Management	3002	JD01	INTEGRATED MASTER SCHEDULES	C	3.5.3	N
64	Program Management	3002	JD02	COST PERFORMANCE REPORT	I	3.5.8.1	N
65	Program Management	3002	JD03	CONTRACT FUNDS STATUS REPORT, (CFSR)	I	3.5.8.2	N
66	Program Management	3002	JD04	COST DATA SUMMARY REPORT, (DD FORM 1921)	I	3.5.8.3	N
67	Program Management	3002	JD05	FUNCTIONAL COST HOUR AND PROGRESS CURVE REPORT (DD FORM 1921-1)	I	3.5.8.4	N
68	Program Management	N/A	JD06	RESERVED			
69	Program Management	3002	JD07	CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)	C	3.5.9	A
70	Program Management	N/A	JD08	RESERVED			
71	Program Management	3002	JD09	PRESENTATION MATERIALS	C	3.2.3.4, 3.5.4, 3.5.6.2, 3.5.10, 3.6.1.4, 3.6.1.5	N
72	Program Management	3002	JD0A	CONFERENCE MINUTES	C	3.2.3.4, 3.5.4, 3.5.6.2, 3.6.1.4, 3.6.1.5	N
73	Logistics	3002	JE01	INTEGRATED SUPPORT PLAN (ISP)	C-US	3.6.1.1	N
74	Logistics	3002	JE02	SYSTEM MAINTENANCE PLAN		3.6.2	A

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## Phase 2B CDRLs List

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ITEM	CATEGORY	CLIN #	CDRL #	DESCRIPTION	*Del.	Rev T	App
75	Manufacturing and Acceptance Verification	3017	JF01	METRICS REPORT		3.7.4	N
76	Manufacturing and Acceptance Verification	N/A	JF02	RESERVED			
77	Manufacturing and Acceptance Verification	N/A	JF03	RESERVED			
78	Manufacturing and Acceptance Verification	3002	JF04	ACCEPTANCE TEST PLAN	C	3.7.9.1, 3.7.9.2	A
79	Manufacturing and Acceptance Verification	3002	JF05	ACCEPTANCE TEST PROCEDURE (SUBTITLE)	I	3.7.9.1, 3.7.9.2	A
80	Manufacturing and Acceptance Verification	3002	JF06	ACCEPTANCE TEST REPORT (SUBTITLE)	I	3.7.9.1, 3.7.9.2	N
81	Manufacturing and Acceptance Verification	3002	JF07	EMC FEATURES ACCEPTANCE TEST PLAN (SUBTITLE)	I	3.7.9.1.1	A
82	Manufacturing and Acceptance Verification	3002	JF08	EMC FEATURES ACCEPTANCE TEST PROCEDURE (SUBTITLE)	I	3.7.9.1.1	A
83	Manufacturing and Acceptance Verification	3002	JF09	EMC FEATURES ACCEPTANCE TEST REPORT	I	3.7.9.1.1	N

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## Phase 2B CDRLs List

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ITEM	CATEGORY	CLIN #	CDRL #	DESCRIPTION	*Del.	Rev T	App
84	Engineering	3002	JS01	CONTRACTOR'S TARGET PROGRAM SCHEDULE REPORT	I	3.3.1.3.1	A
85	Engineering	3002	JS02	FAIL SAFE DESIGN ANALYSIS DOCUMENTATION	I-US	3.3.1.3.1	A
86	Engineering	3002	JS03	THEORY OF DESIGN AND OPERATION DOCUMENTATION	C-US	3.3.1.3.1, 3.2.7	A
87	Engineering	3002	JS04	THEORY OF COMPLIANCE	I-US	3.3.1.3.1, 3.2.7	A
88	Engineering	3002	JS05	SECURITY VERIFICATION PLAN	C-US	3.3.1.3.1	A
89	Engineering	3002	JS06	SECURITY VERIFICATION REPORT	I-US	3.3.1.3.1	A
90	Engineering	3002	JS07	SECURITY VERIFICATION TEST PROCEDURE	C-US	3.3.1.3.1	A
91	Engineering	3002	JS08	TEMPEST CONTROL PLAN	C-US	3.3.1.3.1, 3.2.7	A
92	Engineering	3002	JS09	TEMPEST TEST PLAN	C-US	3.3.1.3.1	A
93	Engineering	3002	JS0A	TEMPEST TEST REPORT	I-US	3.3.1.3.1	A
94	Engineering	3002	JS0B	CONFIGURATION CONTROL DOCUMENTATION	I	3.3.1.3.1	A
95	Engineering	3002	JS0C	ENGINEERING DRAWINGS, SOFTWARE & CONFIGURATION ITEM DATABASE	I	3.3.1.3.1, 3.2.7	A
96	Engineering	3002	JS0D	PHYSICAL CONFIGURATION AUDIT PLAN AND REPORT	I	3.3.1.3.1	A
97	Engineering	3002	JS0E	IN-PROCESS ACCOUNTING PROCEDURES DOCUMENTATION	I	3.3.1.3.1	A
98	Engineering	3002	JS0F	KEY MANAGEMENT PLAN & KEY SPECIFICATION	I	3.3.1.3.1	A
99	Engineering	3002	JS0G	INTERFACE AND OPERATOR'S GUIDE	I	3.3.1.3.1	A
100	Engineering	3002, 3019	JS0H	MAINTENANCE TRAINING PLAN AND COURSE OF INSTRUCTION	I	3.3.1.3.1, 3.6.5	A
101	Engineering	3002, 3019	JS0J	MAINTENANCE MANUALS	I	3.3.1.3.1, 3.6.5	A
102	Engineering	3002	JS0K	SECURITY PRODUCTION ASSURANCE	I	3.3.1.3.1, 3.7.6.3	A
103	Engineering	3002	JS0L	SOFTWARE REQUIREMENTS SPECIFICATIONS	I	3.3.1.3.1, 3.2.7	A
104	Engineering	3002	JS0M	SOFTWARE TEST PLAN	I	3.3.1.3.1	A
105	Engineering	3002	JS0N	SOFTWARE TEST REPORT	I	3.3.1.3.1	A
106	Engineering	3002	JS0P	SOFTWARE DEVELOPMENT PLAN	I	3.3.1.3.1, 3.2.7	A
107	Engineering	3002	JS0Q	SOFTWARE PRODUCT SPECIFICATIONS	I	3.3.1.3.1, 3.2.7	A
108	Engineering	3002	JS0R	SOFTWARE TEST DESCRIPTION	I	3.3.1.3.1	A
109	Engineering	3002	JS0S	SOFTWARE DESIGN DESCRIPTION	I	3.3.1.3.1, 3.2.7	A
110	Engineering	3002	JS0T	SOFTWARE VERSION DESCRIPTION	I	3.3.1.3.1, 3.2.7	A

TOTAL (Including Reserved)	<b>110</b>	APPROVABLE	<b>54</b>
RESERVED	<b>28</b>	NOT APPROVABLE	<b>28</b>
TOTAL (Excluding Reserved)	<b>82</b>		<b>82</b>

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