

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 of 4
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE 8 April 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE 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>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			<input checked="" type="checkbox"/>	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 X 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.**

<input checked="" type="checkbox"/>	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 of 2.

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   <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

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

**1. 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

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 terminal A into a MIDS JTRS terminal B with no degradation of system, LRU or SRU performance, Terminals A and B can be either terminals from the same terminal integrator, terminals from the same contractor team or terminals from the other contractor team.

3) Interchangeability of LRUs and SRUs from a single terminal integrator

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

4) Interchangeability among the US and European Integrators on the same contractor team

All LRUs and SRUs manufactured under this contract by the same contractor team shall be interchangeable. The contractor shall be responsible for any and all retrofit activities resulting from contractor testing of this interchangeability or Government verification of interchangeability.

5) Interchangeability between contractor teams

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

6) 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.

**2. SECTION F:** Clause F-4, TIME AND PLACE OF DELIVERY – F.O.B. DESTINATION, the detailed schedule contained in the “\*” is changed in its entirety as follows:

\* The detailed delivery schedule and intended destination is as follows:

US Terminals (per Prime Contractor)

<u>Qty</u>	<u>MADO</u>	<u>Note</u>
2	26 MADO	
2	27 MADO	
3	28 MADO	
3	29 MADO	See Clause L-23-1.2. These three terminals for the US may or may not be included in the modification that incorporates CLIN 3000.

Thales-Delivered European Terminals (16)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 France	
2	27 MADO	2 Spain	
3	28 MADO	2 France / 1 Spain	
4	29 MADO	3 France / 1 Spain	See Clause L-23-1.2. These three terminals for France may or may not be included in the modification that incorporates CLIN 3000.
4	30 MADO	4 France	See Clause L-23-1.2. These four terminals for France may or may not be included in the modification that incorporates CLIN 3000.
1	31 MADO	1 France	See Clause L-23-1.2. This terminal for France may or may not be included in the modification that incorporates CLIN 3000.

Marconi-Delivered European Terminals (10)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 Italy	
2	27 MADO	2 Germany	
3	28 MADO	2 Italy / 1 Germany	
3	29 MADO	3 Italy	

**3 SECTION L:** Provision L-2, RECEIPT OF OFFERS/VALIDITY OF PROPOSALS, paragraph (a) is changed to read:

(a) Receipt of Offers. Proposals are due no later than 2:00PM Pacific Daylight Time on 28 April 2004.

**4. SECTION L:** Provision L-23, CONTENT OF VOLUME II PRICE/COST PROPOSAL, the notes at “\*\*\*” and “\*\*\*\*” are changed in their entirety as follows:

\*\*\* The prime offerors shall provide two proposal amounts for US quantities under CLIN 3000 as follows:

- (1) US: 7 first articles
- (2) US: 10 first articles

The prime offeror that subcontracts with Thales shall provide two proposal amounts for the French and Spanish quantities under CLIN 3000 as follows:

- (1) Thales: 8 first articles (four of which are for France, four of which are for Spain)
- (2) Thales: 16 first articles (twelve of which are for France, four of which are for Spain)

The prime offeror that subcontracts with Marconi shall provide a proposal amount for the Italian and German quantities under CLIN 3000 as follows:

- (1) Marconi: 10 first articles (seven of which are for Italy, three of which are for Germany)

\*\*\*\* 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 offerors shall provide two proposal amounts for US quantities under CLIN 3013 as follows:

- (1) US: 3 first articles
- (2) US: 5 first articles

The prime offeror that subcontracts with Thales shall provide a proposal amount for the French and Spanish quantities under CLIN 3013 as follows:

- (1) Thales: 3 first articles (one of which is for France, two of which are for Spain)

The prime offeror that subcontracts with Marconi shall provide a proposal amount for the Italian and German quantities under CLIN 3013 as follows:

- (1) Marconi: 3 first articles (all of which are for Italy)

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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 (4) above.

<u>RFP Page Number</u>	<u>Replace with page # or Version (attached hereto)</u>	<u>Description of Change</u>
C-4 through C-5	C-4 through C-5	See paragraph 1 above
F-5	F-5	See paragraph 2 above
L-1	L-1	See paragraph 3 above
L-13 through L-14	L-13 through L-14	See paragraph 4 above

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0009**

(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

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 terminal A into a MIDS JTRS terminal B with no degradation of system, LRU or SRU performance. Terminals A and B can be either terminals from the same terminal integrator, terminals from the same contractor team or terminals from the other contractor team.

3) Interchangeability of LRUs and SRUs from a single terminal integrator

LRUs and SRUs delivered for Government acceptance from a single terminal integrator shall be interchangeable with LRUs and SRUs previously accepted by the Government from that integrator under this contract, within the

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0009**

limits of the previous Functional and Allocated baselines.

4) Interchangeability among the US and European Integrators on the same contractor team

All LRUs and SRUs manufactured under this contract by the same contractor team shall be interchangeable. The contractor shall be responsible for any and all retrofit activities resulting from contractor testing of this interchangeability or Government verification of interchangeability.

5) Interchangeability between contractor teams

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

6) 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 F – CONTRACT ADMINISTRATION DATA**

**Amendment 0009**

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 and intended destination is as follows:

US Terminals (per Prime Contractor)

<u>Qty</u>	<u>MADO</u>	<u>Note</u>
2	26 MADO	
2	27 MADO	
3	28 MADO	
3	29 MADO	See Clause L-23-1.2. These three terminals for the US may or may not be included in the modification that incorporates CLIN 3000.

Thales-Delivered European Terminals (16)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 France	
2	27 MADO	2 Spain	
3	28 MADO	2 France / 1 Spain	
4	29 MADO	3 France / 1 Spain	See Clause L-23-1.2. These three terminals for France may or may not be included in the modification that incorporates CLIN 3000.
4	30 MADO	4 France	See Clause L-23-1.2. These four terminals for France may or may not be included in the modification that incorporates CLIN 3000.
1	31 MADO	1 France	See Clause L-23-1.2. This terminal for France may or may not be included in the modification that incorporates CLIN 3000.

Marconi-Delivered European Terminals (10)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 Italy	
2	27 MADO	2 Germany	
3	28 MADO	2 Italy / 1 Germany	
3	29 MADO	3 Italy	

\*\* 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.

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

**Amendment 0009**

**L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

**NOTICE.** The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-35	Submission of Offers in US Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice of Progress Payments	APR 1984

**DOD FEDERAL ACQUISITION REGULATION SUPPLEMENT 948 CFR CHAPTER 2) PROVISIONS:**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
252.234-7000	Notice of Earned Value Management Systems	MAR 1997

**L-2. RECEIPT OF OFFERS/VALIDITY OF PROPOSALS**

(a) Receipt of Offers. Proposals are due no later than 2:00PM Pacific Standard Time on 28 April 2004.

(b) Validity of Proposals. Proposals submitted in response to this solicitation shall be valid for 180 calendar days from the solicitation closing date.

**L-2.1. USE OF ADVISORS IN REVIEW AND EVALUATION OF OFFERS**

The Government will use non-government experts to provide advice and administrative support in conjunction with the evaluation of proposals. Non-disclosure and/or non-competition agreements will be executed with the individuals. The Government currently plans to use personnel from Anteon, SAIC, Booz-Allen Hamilton, Galaxy, MITRE, and Northrop-Grumman. The Government may choose to use non-government experts from companies other than those listed above. If this occurs, the Government will issue an amendment to this solicitation.

If the offeror has any objection to any of these firms having access to its proposal and assisting the Government during the evaluation process, it must notify the Contracting Officer of the objection and provide reason for the objection no later than seven days before proposal due date.

If the offeror does not object to the above firms assisting in reviewing the offeror's proposal, the offeror cover pages of each proposal volume shall contain the words: "(Insert Offeror name) consents to

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

**Amendment 0009**

- (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 offerors shall provide two proposal amounts for US quantities under CLIN 3000 as follows:

- (1) US: 7 first articles
- (2) US: 10 first articles

The prime offeror that subcontracts with Thales shall provide two proposal amounts for the French and Spanish quantities under CLIN 3000 as follows:

- (1) Thales: 8 first articles (four of which are for France, four of which are for Spain)
- (2) Thales: 16 first articles (twelve of which are for France, four of which are for Spain)

The prime offeror that subcontracts with Marconi shall provide a proposal amount for the Italian and German quantities under CLIN 3000 as follows:

- (1) Marconi: 10 first articles (seven of which are for Italy, three of which are for Germany)

\*\*\*\* 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 offerors shall provide two proposal amounts for US quantities under CLIN 3013 as follows:

- (1) US: 3 first articles
- (2) US: 5 first articles

The prime offeror that subcontracts with Thales shall provide a proposal amount for the French and Spanish quantities under CLIN 3013 as follows:

- (1) Thales: 3 first articles (one of which is for France, two of which are for Spain)

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

### **Amendment 0009**

The prime offeror that subcontracts with Marconi shall provide a proposal amounts for the Italian and German quantities under CLIN 3013 as follows:

- (1) Marconi: 3 first articles (all of which are for Italy)

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