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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 10 |
|---|--|---------------------|-----------------------|

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|---------------------------------------|--------------------------------------|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 0002 | 3. EFFECTIVE DATE 16 January 2004 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---------------------------------------|--------------------------------------|----------------------------------|--------------------------------|

| | | | |
|--|----------------|---|------|
| 6. ISSUED BY COMMAND, SPACE AND NAVAL SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 ATTN: MELISSA HAWKINS (858) 537-0346; EMAIL: melissa.hawkins@navy.mil | CODE N00039 | 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. N00039-04-R-0001 |
| | <input type="checkbox"/> | 9B. DATED (SEE ITEM 11) 26 November 2003 |
| | <input type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | <input type="checkbox"/> | 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.**

| | |
|-------------------------------------|---|
| <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. |
| <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | 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 10.

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

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

1. SECTION B: The CLIN 3000 description is changed to read:

“Design, Development, and Qualification of Multifunctional Information Distribution System Joint Tactical Radio System (MIDS JTRS), including first articles.”

2. SECTION B: The following SLINs are added to CLINs 3000 and 3005. These SLINs will delineate the amount for each participating nation, i.e., the US, France, Italy, Spain, and Germany.

| <u>CLIN/SubCLIN</u> | | <u>CLIN/SubCLIN</u> | |
|---------------------|---------------|---------------------|---------------|
| 3000 | | 3005 | |
| 3000AA | United States | 3005AA | United States |
| 3000AB | France | 3005AB | France |
| 3000AC | Italy | 3005AC | Italy |
| 3000AD | Spain | 3005AD | Spain |
| 3000AE | Germany | 3005AE | Germany |

3. SECTION B: Under the General Notes, the following Note (g) is added to more clearly define the quantities and configurations required by each transatlantic contractor team:

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

Prime Contractor: 15 first articles, 10 of which shall be in the “Master” configuration, 5 of which shall be in the “Slave” configuration

Thales: X first articles, Y of which shall be “Master,” Z of which shall be “Slave”*

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

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

Prime Contractor: 15 first articles, 10 of which shall be in the “Master” configuration, 5 of which shall be in the “Slave” configuration

Marconi: 15 first articles, 11 of which shall be in the “Master” configuration, 4 of which shall be in the “Slave” configuration

4. SECTION B: Under General Notes, the following Note (h) is added to explain the purpose of SLINs 3000AA-AE and 3005AA-AE:

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

5. SECTION B: Clause B-5 is changed to replace the term “MARO” with “MADO.” MADO is defined to mean “Months After Date of Order.”

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

| <u>Event</u> | <u>Date</u> | <u>Fee Amount</u> |
|--------------|-------------|-------------------|
| D | 24 MADO | TBD |

“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.”

7. SECTION C: Paragraph 1) of Clause C-2.1, REQUIREMENT FOR INTERCHANGEABILITY OF PARTS, is changed to read:

“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 installation kits of any of the LVT legacy host platforms.”

8. SECTION E: The applicability for Clause E-3 is changed to read: “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 terminals and Marconi-delivered terminals), 3001, 3005.” The following Clause E-3.1, INSPECTION AND ACCEPTANCE ORIGIN (APPLICABLE TO CLIN 3000 FOR THALES-DELIVERED TERMINALS) and Clause E-3.2, INSPECTION AND ACCEPTANCE ORIGIN (APPLICABLE TO CLIN 3000 FOR MARCONI-DELIVERED TERMINALS), are added to Section E:

“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.”

"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."

9. **SECTION F:** Clause F-3 is changed to delete CLINs 3000, 3001, and 3003 (note that CLIN 3003 was deleted from Section B in Amendment 0001). Clause F-4 is changed to include CLINs 3000 and 3001 as follows:

| <u>ITEMS</u> | <u>DESTINATION</u> | <u>QUANTITY</u> | <u>DELIVERY/SCHEDULE/PERIOD OF PERFORMANCE</u> |
|--------------|--------------------|-----------------|--|
| 3000 | IAW D.O. | 1 LOT | * |
| 3001 | IAW D.O. | IAW D.O. | NLT 23 Months after delivery order award ** |

* 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 |
| 4 at 29 MADO | 4 at 29 MADO |
| 4 at 30 MADO | 4 at 30 MADO |
| | 2 at 31 MADO |

Marconi-Delivered European Terminals

2 at 26 MADO
2 at 27 MADO
3 at 28 MADO
4 at 29 MADO
4 at 30 MADO

** All deliveries shall be completed NLT 23 months after delivery order award. A detailed delivery schedule for each individual terminal will be provided in the delivery order.

10. SECTION G: The following Clause G-10, INVOICING INSTRUCTIONS FOR SCHEDULE INCENTIVE FEE, is added to Section G:

“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 | * |

* 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”**

11. SECTION H: The first paragraph of Clause H-10, SEGREGATION OF COSTS, is changed to read:

“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.”

12. SECTION H: The applicability of Clause H-11 is changed to read:

“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”

13 SECTION H: The following Clause H-11.1 is added to Section H:

“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.

14. SECTION H: Paragraph (a) of Clause H-15, AIRWORTHINESS CERTIFICATE, is changed to read as follows (note: TACAN tests will be defined in a future amendment to the RFP):

(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.

15. SECTION H: The applicability of Clause H-16.1, ELECTROMAGNETIC COMPATIBILITY (EMC) FEATURES APPROVAL, is changed to read: "Applicable to ALL MIDS JTRS delivered under this contract."

16. SECTION H: Clause H-17.2, COMMUNICATIONS SECURITY (COMSEC) APPROVAL FOR USE, is deleted in its entirety and replaced with the following Clause H-17.2. INFORMATION SECURITY (INFOSEC) APPROVAL FOR USE:

"H-17.2 INFORMATION SECURITY (INFOSEC) APPROVAL FOR USE (Applicable to all European-produced MIDS JTRS delivered under this contract)

The Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the MIDS JTRS from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government European National INFOSEC verification and testing organizations are:

For Thales MIDS JTRS First Articles:

CELAR
Boîte Postale 7
35998 Rennes Armees

For Marconi MIDS JTRS First Articles:
TBD”

17. SECTION H: The CDRL referenced in paragraph (c) of Clause H-22, DATA ACCESSION LIST, is changed from “JC0E” to “E00J.”

18. SECTION H: Paragraphs (b)(2), (b)(5), (c)(1), (e)(1), and the first sentence of (e)(4)(b) of Clause H-23.2, FIRST ARTICLE APPROVAL, are changed as follows:

(b)(2) The Contractor has submitted the INFOSEC Approval for Use required by Clause H-17.2 (“INFOSEC Approval for Use”)

(b)(5) The contractor has successfully demonstrated SCA compliance (Clause H-17.1)

(c)(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.

(e)(1) The Contractor shall submit 2 US Master, 2 US Slave and 9 European Master (5 from Thales and 4 from Marconi) 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 4 US 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 the 5 THALES Terminals:
3 to:
CELAR (for LVT-JTRS interoperability and INFOSEC testing)
35998 Rennes Armees
France

2 to:
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 the 4 MARCONI Terminals:

2 to:

Italian Testing Facility TBD (for INFOSEC testing)

2 to:

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

(c)(4)(b) Within 60 calendar days after the Government receives the 9 European MIDS JTRS terminals for European Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT Testing.

19. SECTION H: The following Clause H-26.1 is added to Section H:

“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).”

20. SECTION H: Paragraphs (c) of Clause H-41.1, ACCESS TO GOVERNMENT TEST FACILITIES, is changed as follows:

(c) SPAWAR and CELAR are the designated facilities for Government First Article Qualification Test (FAQT) of Thales terminals. SPAWAR and TBD* are the designated facility for Government FAQT of Marconi terminals.

* The Italian test facility will be determined at time of contract award.

21. SECTION H: The following Clause H-58, REQUIRED SUBCONTRACTING ARRANGEMENTS, is added to Section H:

“H-58, REQUIRED SUBCONTRACTING ARRANGEMENTS (Applicable to MIDS JTRS)

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, each of the prime U.S. contractors must subcontract with one of the following “Integrator” industries:

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

The prime U.S. contractors must each subcontract with 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.

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

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

22. SECTION H: The following Clause H-59, REFERENCE CURRENCY AND FIXED RATES OF CURRENCY EXCHANGE, is added to Section H:

“H-59 REFERENCE CURRENCY AND FIXED RATES OF CURRENCY EXCHANGE (Applicable to MIDS JTRS)

Throughout the term of this Contract and only for the exclusive purposes of this Contract, a single currency (Reference Currency) and one fixed rate of currency exchange will be used to establish the cost basis of the Program.

The Reference Currency, expressed as equivalent contract dollars (US), generates parity values or reference values for the other participating currency (the European euro) when related to fixed exchange rates (e.g., to establish and maintain contract cost).

The fixed rate of currency exchange between the US Dollar and the European Euro is derived from the daily rate published in *The Wall Street Journal* on the date that the Request For Proposal (RFP) was issued, i.e., 26 November 2003:

$$0.8485\text{€} = \$1.00 \text{ (US)}”$$

23. SECTION H: Clause H-60 is added to Section H as follows:

“H-60 COST ACCOUNTING STANDARDS - MODIFIED COVERAGE (Applicable to MIDS JTRS)

Pursuant to FAR 30.201 and 48 CFR Chapter 99 Subpart 9903.201-2(e), foreign concerns which are a party to, or a subcontractor of, this Contract are exempt from all Cost Accounting Standards (CAS) requirements other than 48 CFR Chapter 99 Subpart 9904.401 (Consistency in Estimating, Accumulating, and Reporting Costs) and 48 CFR Chapter 99 Subpart 9904.402 (Consistency in Allocating Costs Incurred for the Same Purpose.)”

24. SECTION L: Provision L-22, paragraph (a) is changed to add the following sentence:

“All contractors and European subcontractors identified in Provision L-24 must agree on the contents of the combined technical proposal. These parties shall certify their agreement by signing the cover page of the combined technical proposal.”

25. SECTION L: Provision L-22 is changed to include the following paragraph “f” under Section L-22-1.1, Program Management:

“f. How the offeror plans to manage the protection of pre-existing Intellectual Property Rights (IPR) for both itself and its proposed subcontractors.”

26. SECTION L: Provision L-23, CONTENT OF VOLUME II PRICE/COST PROPOSAL, is amended to include the following sentence in Section L-23-1.1, General Information:

“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.”

27. SECTION L: Provision L-23, CONTENT OF VOLUME II PRICE/COST PROPOSAL, is amended to include the following paragraph in Section L-23-1.1, General Information:

“In the preparation of its proposal the offeror should assume that the twelve program management reviews 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, each company should host two PMRs. 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.”

28. SECTION L: Provision L-23, Section L-23-1.2, Proposed Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee or Prices (CLINs 3000, 3001, 3004, 3005), is changed to delete CLIN 3003, and paragraph (a) is changed to include the following proposal requirement for the prime offeror that teams with Thales:

“(a) an estimated cost and target fee for CLINs 3000***

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

- (1) US: In accordance with Section B, Note (g)
Thales: 9 first articles, 8 of which shall be in the “Master” configuration, 1 of which shall be in the “Slave” configuration
- (2) US: In accordance with Section B, Note (g)
Thales: 13 first articles, 12 of which shall be in the “Master” configuration, 1 of which shall be in the “Slave” configuration
- (3) US: In accordance with Section B, Note (g)
Thales: 17 first articles, 16 of which shall be in the “Master” configuration, 1 of which shall be in the “Slave” configuration

29. SECTION L: Provision L-24 is changed to include the following sentence:

“The prime offerors shall submit with their proposal all signed Teaming Agreements with the European subcontractors listed in this clause.”

30. STATEMENT OF WORK: Some of the changes made by this amendment affect the Statement of Work . Any required changes to the Statement of Work due to the changes made in this amendment will be addressed in a future amendment to the RFP.

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 (6) above.

| <u>RFP Page Number</u> | <u>Replace with page Number (attached hereto)</u> | <u>Description of Change</u> |
|------------------------|---|------------------------------|
| B-1 through B-8 | B-1 through B-9 | See paragraphs 1 - 6 above |
| C-4 | C-4 | See paragraph 7 above |
| E-1 through E-3 | E-1 through E-4 | See paragraph 8 above |
| F-3 through F-5 | F-3 t through F-4 | See paragraph 9 above |
| G-4 | G-4 | See paragraph 10 above |
| H-5 through H-27 | H-5 through H-31 | See paragraphs 11 - 23 above |
| L-9 through L-18 | L-9 through L-19 | See paragraphs 24 - 29 above |

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:

Amendment 0002

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:

| <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), 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 | "Master" Configuration | 20 EA | \$NTE | Represents an NTE Unit Price per MIDS JTRS |
| 3001AB | FFP | "Slave" Configuration | 5 EA | \$NTE | Represents an NTE Unit Price per MIDS JTRS |
| 3002 | CPIF | Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" | 1 LO | \$Not Separately Priced (NSP) | |
| 3003 | | RESERVED | | | |
| 3004 | FFP | Technical Data Rights, Computer Software Rights, and Computer Software Documentation Rights | 1 LO | \$See 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 | | \$ | |

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, 1000, and 2700 through 2901, and CLINs 3001, 3003, and 3004 are firm-fixed-price requirements provided via an indefinite-delivery-indefinite-quantity (IDIQ) arrangement. CLINs 0800 & 0801 are for fixed-price efforts. CLINs 0900-0905 are for cost-reimbursement services provided via an IDIQ arrangement. CLIN 3000 is a cost-plus-incentive-fee requirement provided via an IDIQ arrangement. CLIN

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:

Amendment 0002

3002 is Not Separately Priced provided via an IDIQ arrangement; the cost and fee associated with CLIN 3002 is included in the cost-plus-incentive-fee amount for CLIN 3000. Please note that a firm fixed price for CLIN 3001 will be negotiated and placed on contract during the ordering period for this CLIN. The "NTE" for this CLIN represents a unit price place holder for the MIDS JTRS that will not be exceeded during future negotiations.

(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 (7% of Target Cost) | \$ TBD in delivery order |
| COST PLUS INCENTIVE FEE | \$ TBD in delivery order |

| | |
|---|--------------------------|
| INCENTIVE ON COST | |
| INCENTIVE ON COST (NTE 7% of Target Cost) | \$ TBD in delivery order |
| MAXIMUM FEE (NTE 10% of Target Cost) | \$ TBD in delivery order |
| MINIMUM FEE | \$ 1,000,000 |

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 | 10% of Target Cost |
| Incentive on Schedule | \$3,000,000 |
| Total Fee Earnable | 10% of Target Cost Plus \$3,000,000 |

(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: 15 first articles, 10 of which shall be in the "Master" configuration, 5 of which shall be in the "Slave" configuration

Thales: X first articles, Y of which shall be "Master," Z of which shall be "Slave"*

* The quantities for "X," "Y," and "Z" will be completed upon award. See Section L-23 for instructions on quantities that should be proposed for Thales.

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

Prime Contractor: 15 first articles, 10 of which shall be in the “Master” configuration, 5 of which shall be in the “Slave configuration

Marconi: 15 first articles, 11 of which shall be in the “Master” configuration, 4 of which shall be in the “Slave” configuration

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

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>ALLOTED TO FIXED FEE</u> |
|----------------|-----------------------------|
| * _____ | * _____ |

(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>ALLOTED 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.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:

Amendment 0002

| <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 |

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.

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.

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 | PROGRAM UNIQUE SPECIFICATION DOCUMENTS - ITEM DETAIL SPECIFICATIONS (SUBTITLE) | Offeror to Complete | SOfferor to Complete |
| 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 | SYSTEM SAFETY PROGRAM PLAN | Unlimited | \$0 |
| JA0A | SYSTEM SAFETY HAZARD ANALYSIS REPORT | Unlimited | \$0 |
| JA0B | HAZARDOUS MATERIAL SUMMARY REPORT (SUBTITLE) | Unlimited | \$0 |
| JA0C | RELIABILITY AND MAINTAINABILITY PROGRAM PLAN | Unlimited | \$0 |
| JA0D | PARTS MANAGEMENT PLAN | Unlimited | \$0 |
| JA0E | RELIABILITY BLOCK DIAGRAMS & MATHEMATICAL MODELS REPORT | Unlimited | \$0 |
| JA0F | RELIABILITY PREDICTIONS & DOCUMENTATION OF SUPPORTING DATA | Unlimited | \$0 |
| JA0G | FAILURE MODES, EFFECTS, AND CRITICALITY ANALYSIS REPORT | Unlimited | \$0 |
| JA0H | FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT | Unlimited | \$0 |
| JA0J | RELIABILITY TEST PLAN | Unlimited | \$0 |
| JA0K | RELIABILITY DEVELOPMENT GROWTH TEST REPORT | Unlimited | \$0 |
| JA0L | BIT DEVELOPMENT STUDY | Unlimited | \$0 |
| JA0M | BIT REPORT (SUBTITLE) | Unlimited | \$0 |
| JA0N | STRUCTURAL ANALYSIS & MODELS REPORT (SUBTITLE) | Unlimited | \$0 |
| JA0P | THERMAL DESIGN ANALYSIS (SUBTITLE) | Unlimited | \$0 |
| JA0Q | THERMAL SURVEY REPORT | Unlimited | \$0 |
| JA0R | ELECTROMAGNETIC INTERFERENCE CONTROL PROCEDURE | Unlimited | \$0 |
| JA0S | DESIGN PRODUCIBILITY ANALYSIS REPORT (SUBTITLE) | Unlimited | \$0 |
| JA0T | RESERVED | Unlimited | \$0 |
| JA0U | SOFTWARE DEVELOPMENT PLAN | Unlimited | \$0 |
| JA0V | RESERVED | Unlimited | \$0 |
| JA0W | SOFTWARE DESIGN DESCRIPTION | Unlimited | \$0 |
| JA0X | SIZING AND TIMING ANALYSIS | Unlimited | \$0 |

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0002**

| JA0Y | COMPUTER SOFTWARE PRODUCT END ITEMS SOFTWARE EXECUTABLES (SUBTITLE) | Offeror to Complete | SOfferor to Complete |
|------|---|---------------------|-------------------------|
| JA0Z | SOFTWARE VERSION DESCRIPTION (SVD) | Unlimited | \$0 |
| JA10 | SOFTWARE USER MANUAL | Unlimited | \$0 |
| JA11 | SOFTWARE PROGRAMMER'S GUIDE | Unlimited | \$0 |
| JA12 | NUCLEAR SURVIVABILITY PROGRAM PLAN | Unlimited | \$0 |
| JA13 | NUCLEAR SURVIVABILITY DESIGN PARAMETERS REPORT | Unlimited | \$0 |
| JA14 | NUCLEAR SURVIVABILITY TEST PLAN | Unlimited | \$0 |
| JA15 | NUCLEAR SURVIVABILITY TEST REPORT | Unlimited | \$0 |
| JA16 | NUCLEAR SURVIVABILITY ASSURANCE PLAN | Unlimited | \$0 |
| JA17 | NUCLEAR HARDNESS AND SURVIVABILITY DESIGN ANALYSIS REPORT | Unlimited | \$0 |
| JB01 | TEST PLAN - SYSTEM TEST PLAN (SUBTITLE) | Unlimited | \$0 |
| JB02 | TEST PLAN - QUALIFICATION TEST PLAN (SUBTITLE) | Unlimited | \$0 |
| 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 | SOFTWARE TEST PLAN - SOFTWARE FORMAL QUALIFICATION TEST PLAN (SUBTITLE) | Unlimited | \$0 |
| JB07 | SOFTWARE TEST DESCRIPTION | Unlimited | \$0 |
| JB08 | SOFTWARE TEST REPORT | Unlimited | \$0 |
| JB09 | TEST PLAN - QUALIFICATION INTERCHANGEABILITY TEST PLAN (SUBTITLE) | Unlimited | \$0 |
| 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) (SUBTITLE) | Unlimited | \$0 |
| JC08 | REGRESSION VERIFICATION REPORT (RVR) (SUBTITLE) | Unlimited | \$0 |
| JC09 | REQUEST FOR DEVIATION | Unlimited | \$0 |
| JC0A | INVESTIGATION REQUESTS (IR) | Unlimited | \$0 |
| JC0B | CONFIGURATION AUDIT SUMMARY REPORT | Unlimited | \$0 |

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0002**

| | | | |
|------|---|---------------------|----------------------|
| JC0C | CONFIGURATION MANGEMENT ACCOUNTING REPORT (SUBTITLE) | Unlimited | \$0 |
| JC0D | AS-BUILT CONFIGURATION LIST (ABCL) | Unlimited | \$0 |
| JC0E | DATA ACCESSION LIST | Unlimited | \$0 |
| JC0F | CONFIGURATION AUDIT SUMMARY REPORT | Unlimited | \$0 |
| JC0G | TECHNICAL DATA PACKAGE | Offeror to Complete | SOfferor 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 | Unlimited | \$0 |
| JD07 | CONTRACT WORK BREAKDOWN STRUCTURE (CWBS) | Unlimited | \$0 |
| JD08 | CONFERENCE AGENDA | Unlimited | \$0 |
| JD09 | PRESENTATION MATERIALS | Unlimited | \$0 |
| JD0A | CONFERENCE MINUTES | Unlimited | \$0 |
| JE01 | INTEGRATED SUPPORT PLAN (ISP) | Unlimited | \$0 |
| JE02 | RESERVED | RESERVED | RESERVED |
| JE03 | CONTRACTOR DATABASE | Unlimited | \$0 |
| JE04 | LOGISTIC SUPPORT ANALYSIS PLAN | Unlimited | \$0 |
| JE05 | LSAR DATA TABLE EXCHANGE/DELIVERY | Unlimited | \$0 |
| JE06 | PROVISIONING LISTS (SUBTITLE) | Unlimited | \$0 |
| JF01 | METRICS REPORT | Unlimited | \$0 |
| JF02 | RESERVED | Unlimited | \$0 |
| JF03 | RESERVED | Unlimited | \$0 |
| 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 | QUALITY SYSTEM PLAN | Unlimited | \$0 |
| JG02 | MATERIAL IMPROVEMENT PROJECT REPORT | Unlimited | \$0 |
| JH01 | INTERCHANGEABILITY TEST PLAN | Unlimited | \$0 |
| JH02 | INTERCHANGEABILITY TEST PROCEDURE | Unlimited | \$0 |
| JH03 | INTERCHANGEABILITY TEST REPORT | Unlimited | \$0 |
| JJ01 | CONCEPTUAL DESIGN DRAWINGS AND ASSOCIATED LISTS | Offeror to Complete | SOfferor to Complete |
| JJ02 | DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS | Offeror to Complete | SOfferor to Complete |
| JS01 | CONTRACTOR'S TARGET PROGRAM SCHEDULE REPORT | Unlimited | \$0 |
| JS02 | FAIL SAFE DESIGN ANALYSIS DOCUMENTATION | Unlimited | \$0 |
| JS03 | THEORY OF DESIGN AND OPERATION | Unlimited | \$0 |

(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 installation kits of any of the LVT legacy host platforms.

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)
- US Master Chassis/Harness
- Slave Chassis/Harness
- European Master Chassis/Harness
- Black Core/COMSEC
- Red Processor/IO (with same IO configuration*)
- RFA/AIU/IPF
- L-16 Modem/Xcvr
- TACAN/GPS
- 2-2000 Modem/Xcvr

*All Red Processor/IO SRUs of the same configuration shall be interchangeable.

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.

(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-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)

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 | BAI Systems Information and Electronic |
| Government Systems Division | Systems Inc., Communication, Navigation, |
| 350 Collins Road N.E. | Identification and Reconnaissance (CNIR) |
| Cedar Rapids, IA 52498 | 150 Parish Drive |
| POC: Mike Kach (319/295-3214) | Wayne, NJ 07474-0932 |
| Cage Code: 13499 | 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, 3001, 3003, 3005)

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, and 3002)

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, and 3002)

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.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.

| ITEM(S) | QTY/UNIT | DELIVERY SCHEDULE/PERIOD OF PERFORMANCE |
|---|--|---|
| 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** |

* 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 this clause.

(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 |

* 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 |
| 4 at 29 MADO | 4 at 29 MADO |
| 4 at 30 MADO | 4 at 30 MADO |
| | 2 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 | |
| 4 at 30 MADO | |

** All deliveries shall be completed NLT 23 months after delivery order award. A detailed delivery schedule for each individual terminal will be provided in the delivery order.

SECTION G – CONTRACT ADMINISTRATION DATA

Amendment 0002

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 | * |

* 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**

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, and 3002)

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.

DELETE CLAUSE H-7 FROM CONTRACT

~~H-7. LIMITATION OF LIABILITY – HIGH VALUE ITEMS (APPLICABLE TO CLINS 0001, 0003, 0100, 0200, 0300, 0400, 0500, 0600, AND MAIN TERMINAL LRUs REPAIRED UNDER CLINS 0800)~~

~~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 and 3005)

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 LVT(1)s, MIDS-LVT(2)s, and US 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) APPROVAL FOR USE (APPLICABLE TO ALL EUROPEAN-PRODUCED MIDS JTRS DELIVERED UNDER THIS CONTRACT)**

The Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the MIDS JTRS from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government European National INFOSEC verification and testing organizations are:

For Thales MIDS JTRS First Articles:

CELAR
Boite Postale 7
35998 Rennes Armees

For Marconi MIDS JTRS First Articles:
TBD”

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; | 4. Cryptographic Keys; and |
| 2. AN/CYZ-10 Data Transfer Device; | 5. Related software, interface |
| 3. AN/KOI-18 Paper Tape Reader; | 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; | 19. Cryptographic Keys; and |
| 2. AN/CYZ-10 Data Transfer Device; | 20. E-HVM, MIDS SMP & docs |
| 3. AN/KOI-18 Paper Tape Reader; | 21. UIC, TEO, TOC, FSRs |

- | | |
|---|-------------------------------------|
| 4. AN/KOV-21, COMSEC CCA | 22. Key Management Infrastructure |
| 5. Secure DTD 2000 System | 23. Simple Key Loader |
| 6. Electronic Key Management System | 24. AN/KOK-22, Key Processor |
| 7. AN/KOK-13, Key Processor | 25. KGV-11 Crypto Unit |
| 8. KG-40A Crypto Unit | 26. KGV-8A/B/C Crypto Unit |
| 9. HAIPE, High Assurance Internet Protocol Encryption | |
| 10. KG-84 Crypto Unit | 27. STE & STU-3 |
| 11. KYK-13, Common Fill Device | 28. KOI-18, Paper Tape Reader |
| 12. Common Tier 3 DTD UAS | 29. CUAS, Common User App SW |
| 13. AIM Crypto Device | 30. Sierra Crypto Device |
| 14. JCE Crypto Device | 31. PSIAM Crypto Device |
| 15. PEIP II Crypto Device | 32. KIV-21 LLC, Link Level Crypto |
| 16. MIDS/JTRS COMSEC Test does | 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 "JCOE." 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) US First Article Approval Criteria. The Government will approve the US 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) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government and the Government has approved the report.

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

(6) 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) European First Article Approval Criteria. The Government will approve the European 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 INFOSEC Approval for Use required by Clause H-17.2 (“INFOSEC Approval for Use”),

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

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

(5) 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.

(c) 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.

(d) 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.

(e) Government Testing of First Articles.

(1) The Contractor shall submit 2 US Master, 2 US Slave and 9 European Master (5 from Thales and 4 from Marconi) 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 4 US 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 the 5 THALES Terminals:

3 to:
CELAR (for LVT-JTRS interoperability and INFOSEC testing)
35998 Rennes Armees
France

2 to:
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 the 4 MARCONI Terminals:

2 to:
Italian Testing Facility TBD (for INFOSEC testing)

2 to:
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

(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 2 US Master, 2 US Slaves 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.

(4) (b) Within 60 calendar days after the Government receives the 9 European MIDS JTRS terminals for European 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 US and/or European 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.

(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 0002

| <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 18 MADO 18 MADO 18 MADO | Contractor's Plant | Design document and source code will be provided "as is" |

SECTION H- SPECIAL CONTRACT REQUIREMENTS

Amendment 0002

| <u>SOURCE</u> | <u>DESCRIPTION</u> | <u>QTY</u> | <u>DATE</u> | <u>DESTINATION</u> | <u>NOTES</u> |
|----------------|--|------------|-------------|--------------------|--|
| 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 and 3005)

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

performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

NEW CLAUSE (Applicability)

H-41.1 ACCESS TO GOVERNMENT TEST FACILITIES (Applicable to 3000-series CLINs)

(a) Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN-SD) Systems Integration Facility (SIF) is the designated facility for US Government First Article Qualification Test (FAQT).

(b) Prior to completion of contractor FAQT, the Government will permit two periods in the SIF for each manufacturer to support verifications that manufacturers may want to conduct in the SIF. Each of the optional test periods shall not exceed a total of 40 SIF operating hours. SIF operating hours are defined as any time the SIF test bed is in use, including remote access.

(c) Written objectives and scheduling requests for the use of the SIF shall be submitted to the SIF Test Director at least two weeks in advance of proposed activities. Contact 1-619-553-4986 (Mr. Dave Roth) or send requests to ctbsched@spawar.navy.mil.

(d) All visitors to SPAWARSYSCEN are required to submit visit requests. Degree of access required is NATO Secret. Request for after-hours-access is also recommended. Information for visitor requests is available at the following website: <http://www.spawar.navy.mil/sandiego>

(e) SPAWAR and CELAR are the designated facilities for Government First Article Qualification Test (FAQT) of Thales terminals. SPAWAR and TBD* are the designated facility for Government FAQT of Marconi terminals.

* The Italian test facility will be determined at time of contract award.

(f) Prior to completion of contractor FAQT, the Government will permit two periods in the CELAR for each manufacturer to support verifications that manufacturers may want to conduct in the CELAR. Each of the optional test periods shall not exceed a total of 40 CELAR operating hours. CELAR operating hours are defined as any time the CELAR test bed is in use, including remote access.

(g) Written objectives and scheduling requests for the use of the CELAR shall be submitted to the CELAR Test Director at least two weeks in advance of proposed activities. Contact XXX or send request to CELAR at;

Anne Marie Pinel
Telephone: 33-29-94-29188

(h) All visitors to CELAR are required to submit visit requests. Degree of access required is NATO Secret. Request for after-hours-access is also recommended.

(CHANGE TO EXISTING CLAUSE (Applicability))

H-44 ASSOCIATE CONTRACTOR AGREEMENT (ACA) (Applicable to all CLINs except the 3000-series CLINs)

The offeror shall enter into an associate contractor agreement with _____ (fill in for each), a MIDS LVT ((1)& (2)) U.S. Production contractor. The offeror shall ensure that the ACA remains in effect through the period of performance of this contract, which will include the periods of performance for any and all options exercised. Although the Government will attempt to facilitate the exchange of information, the Contractors shall be solely responsible for obtaining and providing all information necessary to successfully perform the requirements of the contract. This ACA shall at a minimum but not limited to, include the following requirements:

- Vendor to Vendor interchangeability as defined in Section C-2
- Joint Interchangeability Plan
- Statement of Work (SOW) for First Article Qualifications as defined in Paragraph 3.4.
- Statement of Work for Production as defined in Paragraph 3.11. and 3.9
- Statement of Work for Non-Recurring Engineering as defined in paragraph 3.1.2
- Statement of Work for Configuration and Data Management as defined in Paragraphs 3.1, 3.2.3.6 and 3.2.3.7.
- MIDS Configuration and Data Management Integrated Process/Product Team (IPPT) functions
- MIDS Configuration and Data Management Interface Control Working Group (ICWG)functions

The ACA shall be executed and delivered to the Procurement Contracting Officer (PCO) within 30 calendar days after award of the letter contract. Any subsequent modifications to the ACA shall be submitted to the PCO within 30 calendar after execution. Execution of this requirement shall be considered a “material requirement” of the contract within the meaning of FAR Clause 52.232-16, “Progress Payment” incorporated by reference under Section I of this contract. In the event that a copy of the ACA is not provided to the PCO within 30 calendar days after award of this letter contract the PCO shall reduce or suspend progress payments for both Contractors as a result of the offeror’s failure to comply with this material requirement.

(NEW CLAUSE)**H-44.1 ASSOCIATE CONTRACTOR CLAUSE FOR MIDS-JTRS ACTIVITIES****(Applicable to the 3000-series CLINs)**

The MIDS JTRS prime contractors (DLS, ViaSat) shall enter into an associate contractor agreement which shall include as signatories the following European contractors: Thales, Indra, Marconi and EADS. The contractor shall ensure that the ACA remains in effect through the period of performance of the MIDS-JTRS delivery order(s). Although the Government will attempt to facilitate the exchange of information, the contractor shall be solely responsible for obtaining and providing all information necessary to successfully perform the requirements of the contract. The ACA shall at a minimum include the following requirements:

- Multi-Vendor to Vendor interchangeability as defined in Section C-2.1 and in the MIDS-JTRS Phase 2B delivery order Statement of Work.
- Development, design and configuration management of the MIDS-JTRS as defined in the MIDS-JTRS Phase 2B delivery order, including the submittal of joint CDRLs when required.
- Participation, as required in the MIDS-JTRS Phase 2B delivery order, in the Technical Working Group (TWG), Problem Review Board (PRB) and Interface Control Working Group (ICWG).

The ACA shall be executed and delivered to the Procurement Contracting Officer (PCO) within 60 calendar days after award of the MIDS-JTRS Phase 2B delivery order. Any subsequent modifications to the ACA shall be submitted to the PCO within 30 calendar days after execution.

(NEW CLAUSE)**H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)****(a) Office Equipment**

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage

machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Expendable Material

Expendable materials, such as clerical supplies and materials which are considered to be a normal cost of doing business, are considered to be overhead expenses and must be included in hourly labor rates shown in Section B and payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause. They shall not be billed as a separate material cost.

(f) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any, are specified in Section B of this contract. Material handling charge shall be shown in Section B only if the contractor's accounting system segregates that particular cost.

(NEW CLAUSE)**H-354 PROCEDURES FOR ISSUING ORDERS (DEC 1999) (Applicable to 3000-series CLINs)**

(a) *Ordering.* This is an indefinite quantity/indefinite delivery contract for the design, development, qualification, fabrication, assembly, acceptance testing, and delivery of MIDS JTRS. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, a delivery/task order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery/task orders on DD Form 1155. Orders shall be placed by the Contracting Officer or his/her representative. Delivery/task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures.*

(1) Delivery/task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The estimated cost plus fixed fee or ceiling price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date

(c) *Modification of Delivery/Task Orders.* Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery/Task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery/task order within one working day after receipt thereof.

(d) The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders.* Delivery/Task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

NEW CLAUSE

H-53. 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

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

NEW CLAUSE

H-54. 5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United

States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(c) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

NEW CLAUSE

H-55. WAIVER AND RELEASE OF DEFECTIVE TECHNICAL DATA PACKAGE CLAIMS

(a) CLIN 3002 requires the Contractor to deliver to the Government various items of technical data and computer software listed in Exhibit "J" to this contract. The Government intends to use that technical data and computer software for follow-on acquisitions for MIDS JTRS and MIDS JTRS RPS Adapter LRUs. Accordingly, if the Contractor is awarded a follow-on contract for MIDS JTRS or MIDS JTRS RPS Adapter LRUs, the Contractor agrees that it shall not submit any claim or request for equitable adjustment of the price, delivery schedule, or both, under any such follow-on contract based upon any alleged defects, errors, omissions, or nonconformities in CDRLs JC0G.

(b) Except as otherwise stated in paragraph (a) above, the Contractor for itself, 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, of any follow-on acquisitions for MIDS JTRS arising out of or relating to any alleged defects, errors, omissions, or nonconformities in CDRLs JC0G delivered under this contract. 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 this contract modification, 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 this contract modification, 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 CDRL JC0G.

(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).

(NEW CLAUSE)

H-56. CONTRACTOR VERIFICATION OF APPROVAL OF COMMON PRODUCT BASELINE FOR RELEASE TO MANUFACTURING

The contractor shall certify in writing to the Government that it has approved the common Product Baseline suitable for release to its manufacturing organization. This certification shall be provided to the Government when the last of the Product Baseline is approved for release to manufacturing (in the event that the release is done in a progressive manner). This certification shall document to the Government that the contractor has, in conjunction with all other participating contractors, released a Product Baseline to its manufacturing group that it agrees is complete and at an acceptable level of detail to initiate production. This certification shall be signed by DLS, ViaSat, Indra, Thales, Marconi and EADS and shall be included as part of the CDR exit criteria.

(NEW CLAUSE)

H-57. LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

(NEW CLAUSE)**H-58 REQUIRED SUBCONTRACTING ARRANGEMENTS (APPLICABLE TO MIDS JTRS)**

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, each of the prime U.S. contractors must subcontract with one of the following "Integrator" industries:

- France: Thales Communications ("Integrator")
- Italy: Marconi Selenia Communications ("Integrator")

The prime U.S. contractors must each subcontract with 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.

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

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

(NEW CLAUSE)**H-59 REFERENCE CURRENCY AND FIXED RATES OF CURRENCY EXCHANGE (APPLICABLE TO MIDS JTRS)**

Throughout the term of this Contract and only for the exclusive purposes of this Contract, a single currency (Reference Currency) and one fixed rate of currency exchange will be used to establish the cost basis of the Program.

The Reference Currency, expressed as equivalent contract dollars (US), generates parity values or reference values for the other participating currency (the European euro) when related to fixed exchange rates (e.g., to establish and maintain contract cost).

The fixed rate of currency exchange between the US Dollar and the European Euro is derived from the daily rate published in *The Wall Street Journal* on the date that the Request For Proposal (RFP) was issued, i.e., 26 November 2003:

$$0.8485\text{€} = \$1.00 \text{ (US)}$$

(NEW CLAUSE)

H-60 COST ACCOUNTING STANDARDS – MODIFIED COVERAGE (APPLICABLE TO MIDS JTRS)

Pursuant to FAR 30.201 and 48 CFR Chapter 99 Subpart 9903.201-2(e), foreign concerns which are a party to, or a subcontractor of, this Contract are exempt from all Cost Accounting Standards (CAS) requirements other than 48 CFR Chapter 99 Subpart 9904.401 (Consistency in Estimating, Accumulating, and Reporting Costs) and 48 CFR Chapter 99 Subpart 9904.402 (Consistency in Allocating Costs Incurred for the Same Purpose.)”

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paraphrasing the specifications or parts thereof, and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered insufficient. All contractors and European subcontractors identified in Provision L-24 must agree on the contents of the combined technical proposal. These parties shall certify their agreement by signing the cover page of the combined technical proposal.

(b) The combined technical proposal shall clearly delineate the tasks required to develop the MIDS-JTRS; define the agreed-to leadership, support roles and workshare for each task; and demonstrate how the participating MIDS JTRS vendors (DLS, ViaSat, Marconi, EADS, Indra and Thales) will work with each other to achieve a common design. The combined technical proposal shall include a program management plan that addresses how the program will be managed as a joint effort among the participating MIDS JTRS vendors. This joint program management plan shall provide a comprehensive and concise description of the offerors’ planned approach to effectively manage the MIDS-JTRS cooperative development program. The program management plan shall describe to the Government how the companies will manage the joint development program, determine workshare, resolve disputes, and manage risks and schedule. The combined management plan shall clearly identify the participating contractors and each contractor’s role and responsibilities. In accordance with the Government’s CDRL requirements, the offeror shall submit joint CDRLs in conjunction with the other offerors or individually. The offeror, in conjunction with the other offerors, shall identify and describe how it will ensure issues relating to export control licenses, transportation plans, technical data exchanges/agreements are minimized. The proposal shall identify which participating contractor will host the post-award conference. The combined technical proposal shall address the following elements:

L22-1.1 Program Management

The offerors shall demonstrate their capability for managing all aspects of the program. The offeror shall describe its understanding of the program requirements, scope of effort, and schedule dependencies required to meet the requirements. The offeror shall describe its understanding of manpower and skill resources needed to execute all phases of the MIDS JTRS program. The offerors, in their joint proposal, shall describe their approach to developing and executing a program management plan, clearly identifying the program management structure and roles and responsibilities of each participating offeror, their relationships with each other from contract award through the completion of design and design reviews, delivery of required documentation, and performance of required tests. With regard to the program management plan, describe:

- a. The organizational structure through a detailed program organization chart, identifying the key program management and technical personnel, from each participating company and their particular roles and functions.
- b. The program master schedule, including critical path, in PERT chart format, identifying key program events and milestones.
- c. Whether or not the organizations proposed were responsible for performance under the Phase 2A activities relevant to this solicitation and if those organizations have relocated since the accomplishment of previous cited efforts, including a description of any changes to key personnel, facilities and equipment.
- d. How the European subcontractors will be employed and what the planned US/European workshare will be.
- e. How the offerors plan to cooperatively resolve programmatic and technical issues that arise during the development program.
- f. How the offerors plan to manage and share data to ensure documents, which are jointly developed, meet CDRL requirements and delivery schedules
- g. How the offerors plan to cooperatively manage and share risk. Specifically, the offerors shall describe in detail how they will maintain schedule if one of the participating contractors falls behind schedule.
- h. How the offerors would bring other companies into the cooperative development program in the event such companies’ participation is desired after contract award.
- i. How the offeror will manage the unique security aspects of the MIDS JTRS cooperative development program, including COMSEC and TEMPEST.
- j. How the offeror will demonstrate compliance with SCA version 2.2.

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- k. How the offerors will ensure timely and accurate reporting of program status to the Government, including any issues that impact cost, schedule or performance. The offerors will describe how they will notify the Government, in a timely manner, of any MIDS JTRS deficiencies, system anomalies, deviations, configuration changes, CDRL submittals, etc. to ensure the Government has sufficient lead time to assess and evaluate the issues at hand and provide direction.
- l. How the offeror plans to manage the protection of pre-existing Intellectual Property Rights (IPR) for both itself and its proposed subcontractors.

L22-1.2 Systems Engineering

The offerors, in their joint proposal, shall describe their proposed systems engineering approach. The offerors shall describe how they intend to achieve a minimum-investment system. The offerors shall demonstrate how the SSPS, S/SICD and interchangeability requirements shall be met. The offerors, in their joint proposal, shall describe its approach to developing and executing a joint systems engineering management plan, clearly identifying the systems engineering activities to be performed by each contractor, through the completion of design and design reviews, delivery of required documentation, and performance of required tests. With regard to systems engineering management, the proposal shall describe:

- a. The current technical risks and how they will be mitigated.
- b. How the systems requirements will be allocated, tracked and maintained.
- c. How specification issues will be communicated to the Government and resolved.
- d. How Key Performance Parameters (KPPs) will be met and evaluated.
- e. What design trade studies will be conducted and what factors will be used to evaluate such design trade-offs.
- f. How technical progress in meeting all system-level requirements, including mechanical, reliability, maintainability, Built-In test (BIT) and false alarms will be tracked, maintained and monitored throughout the program.
- g. How logistics considerations and planning will be integrated into the system engineering process
- h. What processes will be used to ensure that a production representative and producible MIDS JTRS is achieved.
- i. The entrance and exit criteria for the PDR, CDR and TRR.
- j. Any known or potential platform interface, system safety and human engineering issues and ways to reduce or eliminate such issues.
- k. How the technical data package will be maintained and controlled.
- l. How the interchangeability requirements of Clause C-2.1 will be met, including the configurations that will be tested and the process to be used to plan the test activities, conduct tests, resolve issues and incorporate design changes among the participating offerors.

L22-1.3 System Design

The offerors in their joint proposal shall describe in detail the design processes to be used for the MIDS JTRS. The joint proposal shall demonstrate how the offerors plan to design, synthesize and optimize the MIDS JTRS design. Discuss design features that enable the MIDS JTRS to satisfy integration on current LVT platforms and how additional capabilities could be integrated with minimal impact to host platforms. The offerors shall describe their common hardware design that meets the functional and allocated baseline specifications. Describe the design ground rules and features that shall enable each participating contractor to produce the MIDS-JTRS on their own and the process that shall be used to review and approve the module designs by all participating contractors. The offeror shall describe the process to resolve technical design issues. In addition, the offerors' joint proposal shall address the following areas:

- m. The joint proposal shall describe the offeror's hardware architecture of the MIDS JTRS. The description of the architecture shall identify each module by name, function and design authority. The architecture shall include functional partitioning, allocation of requirements to each function, traceability of system-level requirements, internal interfaces, external interfaces and relationships to MIDS JTRS software modules.
- n. The joint proposal shall describe the offeror's software, middleware, and firmware architecture of the MIDS JTRS and support systems. The description of architecture shall identify Category I, II, and III software components by name, function and design authority. The proposed software/middleware/firmware architecture for the MIDS JTRS and its support systems shall include functional partitioning, allocation of requirements to each function, traceability to system-level requirements, internal

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interfaces, and external interfaces. The offeror shall describe how the MIDS JTRS meets the JTRS Software Communications Architecture (SCA).

- o. The joint proposal shall describe and demonstrate the proposed software, middleware, and firmware design processes to be used for the MIDS JTRS and support systems. .
- p. The joint proposal shall describe and demonstrate the proposed process to develop, verify, and field MIDS JTRS and support system software, middleware, and firmware. The process shall discuss development of the software/middleware/firmware architecture, allocation of system requirements, requirements derivation, design, unit verification, integration and test, system verification, updates, reviews (e.g., requirements, design, program, readiness). The process shall describe how the MIDS JTRS shall port, rehost and adapt GFE software. The offeror shall describe how they will develop the delta software to full satisfy the MIDS SSS.
- q. The joint proposal shall describe and demonstrate how the MIDS JTRS and proposed support system software/middleware/firmware effort shall be managed in accordance with the workshare allocation described in the program management plan and how progress shall be measured including schedule and cost tracking tools, metrics, frequency of updates, reporting to the government, highlighting and resolving cost and schedule perturbations, and program reviews.

(c) Each offeror shall submit a separate addendum to the combined technical proposal that addresses the following elements for both the US integrator and European integrator;

L22-1.4 First Article Approval

The offeror shall describe its approach to qualify the MIDS JTRS and demonstrate that the MIDS-JTRS meets the Government requirements. The offeror shall describe how it intends to meet the contractor FAQT verification requirements and support Government FAQT. The offeror shall describe how system anomalies will be documented, monitored, resolved and reported to the Government. The offeror shall describe how it will maintain a consistent configuration of first articles throughout the contractor FAQT effort. . The offeror shall describe how it will achieve all the approvals listed in Clause II-23.1. The offeror shall describe the level of Government assistance, if any, to obtain the required approvals.

L22-1.5 Manufacturing

The offeror shall describe how the MIDS JTRS first articles will be fabricated and manufactured. The offeror shall describe the facilities, tools and special test equipment, if any, to be used to fabricate, test and manufacture the MIDS JTRS first articles. If any special tools or test equipment are proposed that are unique to the MIDS JTRS program, the offeror shall describe the equipment in detail, including its intended functions, and explain why other available test equipment and commercial off the shelf equipment can not be used. The offeror shall describe the manufacturing processes to be used for the MIDS JTRS.

L22-1.6 Logistics/Training

The offeror shall describe how it intends to support the fielding of the MIDS JTRS. The proposal shall identify the how the current MIDS LVT systems will be used to support MIDS JTRS. The offeror shall describe in detail any modifications necessary to the current LVT systems to meet the MIDS JTRS. Justification shall include an explicit reference to a unique MIDS JTRS requirement (e.g., SS requirement or SOW reference). The offeror shall describe the proposed support equipment that will be used to support the MIDS JTRS operationally.

L22-1.7 Reserved.

L22-1.8 Integration/Production

The offeror shall describe how it intends to integrate and produce MIDS JTRS. The offeror shall describe the facilities, tools and special test equipment, if any, to be used to manufacture and test the MIDS JTRS. If any special tools or test equipment are proposed that are unique to the MIDS JTRS program, the offeror shall describe the equipment in detail, including its intended functions, and explain why other available test equipment and commercial-off-the-shelf equipment can not be used. The offeror shall describe and explain any long lead items, including critical items that the offeror plans to use for MIDS JTRS

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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 and 3002. CLINs 3001, 3003, 3004, and 3005 may be awarded 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 twelve program management reviews 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, each company should host two PMRs. 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.

L23-1.2 Proposed Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee or Prices (CLINs 3000, 3001, 3003, 3004, 3005)

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

- (a) an estimated cost and target fee for CLINs 3000***

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

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- (1) US: In accordance with Section B, Note (g)
Thales: 9 first articles, 8 of which shall be in the "Master" configuration, 1 of which shall be in the "Slave" configuration
 - (2) US: In accordance with Section B, Note (g)
Thales: 13 first articles, 12 of which shall be in the "Master" configuration, 1 of which shall be in the "Slave" configuration
 - (3) US: In accordance with Section B, Note (g)
Thales: 17 first articles, 16 of which shall be in the "Master" configuration, 1 of which shall be in the "Slave" configuration;
- (b) a not-to-exceed unit price amount for CLIN 3001*;
 - (c) a firm fixed price for CLIN 3003;
 - (d) firm fixed prices for each CDRL item identified in Table 3 of Section B (CLIN 3004); and
 - (e) A cost-plus-fixed-fee for CLIN 3005**

* A price for CLIN 3001 will be negotiated under an individual delivery order. This price 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 CLIN 3001 will be sent to the offeror on or about 15 December 2004 so that a definitive price may be negotiated. The Government estimates that any award of CLIN 3001 will be on or about 15 April 2005.

** 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.

Please note that CLIN 3002 is not separately priced. All cost and fee associated with CLIN 3002 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3000.

L23-1.3 Proposed Cost

L-23.1.3.1 CWBS (CLINs 3000, 3002, 3003 and 3005)

SPREADSHEET FORMAT A: The Offeror shall provide a breakdown of cost for Contract Line Item Numbers (CLINs) 3000, 3002, 3003 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, 3003 and 3005)

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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, 3003 and 3005)

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 |
|------|-------------|-----------------|--------|----------------|------------------|----------|------------|-----------|-----------------|---------------------|---------------------|
| | | | | | | | | | | | |
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- (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

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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.

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

The prime offerors shall submit with their proposal all signed Teaming Agreements with the European subcontractors listed in this clause.

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 | | | | | | | | | |

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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 | | | | | | | | | |