

35

TAB 35

AGENT'S ACTIVITY SUMMARY	Control Number 0024-2003-CID113-34960
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TIME, DATE, AND AGENT	SUMMARY OF INVESTIGATIVE ACTIVITY
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0:45 Investigative [REDACTED] Texarkana TX and Camden AR 22-26 Jan 06 to visit Red River Army Depot and the Lockheed Martin production facility in AR.

01/17/2006 15:00 [REDACTED] To RAC for review

0:15 Investigative [REDACTED]

01/17/2006 18:00 [REDACTED]

0:15 Investigative [REDACTED]

RAC Review: Pending additional interviews of Government and LM personnel on fire control issue. These issues should be wrapped-up by End of Jan 06. To discuss with [REDACTED] upon her return from TDY 1 Feb 06. Re-suspended for 14 Feb 06.

01/22/2006 10:00 [REDACTED]

8:30 Investigative [REDACTED]

About 1000, 22 Jan 06, [REDACTED] traveled from residence to Texarkana, TX.

01/23/2006 09:00 [REDACTED]

3:00 Investigative [REDACTED]

About 0900, 23 Jan 06, [REDACTED] met with [REDACTED] and [REDACTED] all employees with Defense Distribution Depot, Red River Army Depot (DDRT), Texarkana, TX. [REDACTED] and [REDACTED] discussed the status of the Multiple Launch Rocket System (MLRS) which were delivered to DDRT lacking fire control systems. As of this date, there are six that lack the fire control systems but the systems had recently been delivered and the systems would be placed on the MLRS. The MLRS have been lacking the fire control systems since 14 Sep 01. The fire control systems were removed at Camden, AR at the LOCKHEED MARTIN facility once the DD 250 form was signed by the US Government. [REDACTED] related that the MLRS arrives at DDRT in a condition code of D and once additional testing is completed, the condition code is upgraded and sent to the field units. [REDACTED] stated that he believed that the company, [REDACTED] (NFI), that was producing the line replaceable units (LRUs) couldn't meet the contractual demands for the M270A1, spares, and HIMARS all at the same time; therefore, HIMARS "borrowed" the fire control systems in order for testing to be completed on the system to meet milestone decisions. [REDACTED] and [REDACTED] provided their documents relative to the fire control systems and the MLRS as received by DDRT from Camden, AR facility of LOCKHEED MARTIN.

Agent's Note: As of this date, LOCKHEED has delivered all fire control systems and MLRS contracted. The issue doesn't seem to be with LOCKHEED but the Project Management Office who authorized the transfer between systems and the expenditure of MLRS funds to pay for HIMARS.

01/25/2006 08:00  
BADDLEY, Laura L  
2:00 Investigative

About 0800, 25 Jan 06, [REDACTED] traveled from Texarkana, TX to Camden, AR.

01/25/2006 10:00  
BADDLEY, Laura L  
2:00 Investigative

About 1000, 25 Jan 06, [REDACTED] interviewed [REDACTED] Quality Assurance Representative (QAR), Defense Contract Management Activity (DCMA), Camden, AR [REDACTED] related upon the end of the contract term on DAAH01-00-C-0109, Lockheed Martin Missiles and Fire Control (LMMFC) conducted an inventory of the US Government-furnished rotatable spares. LMMFC replenished the stock when they determined that some parts were missing or had been cannibalized. [REDACTED] related that LMMFC utilized their own funds to buy the parts. [REDACTED] stated that upon the end of the contract the rotatable spares were shipped to Red River Army Depot (RRAD), Texarkana, TX to be put back into the US Army inventory system. [REDACTED] stated that the coding of the

36



TAB 36

10/10/2002 10:58 FAX 703 892 5220

HQDA ARMY, GS DAPR-FDS

001

REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
OFFICE OF THE DEPUTY CHIEF OF STAFF, G-3  
400 ARMY PENTAGON  
WASHINGTON, DC 20310-0400

DAMO-SSW

7 October 2002

MEMORANDUM FOR Commander, U. S. Army FORSCOM, ATTN: AFOP-PLF,  
1777 Hardee Avenue SW, Fort McPherson, GA 30330-1062

SUBJECT: Out of DAMPL Fielding Request for M270A1

1. Reference message from Commander, FORSCOM, 2 October 2002 subject as above.
2. I approve your request for immediate fielding of 19 M270A1s Multiple Launch Rocket Systems to the 2 - 4 FA (MLRS). This equipment will improve the unit's ability to accomplish its critical mission.
3. The point of contact for this action is [REDACTED] DSN: [REDACTED] or [REDACTED]

A handwritten signature in dark ink, appearing to read "David H. Huntoon".  
DAVID H. HUNTOON  
Major General, GS  
Director of Strategy,  
Plans and Policy

21001821

37

TAB 37



DEPARTMENT OF THE ARMY  
UNITED STATES ARMY AVIATION AND MISSILE COMMAND  
5300 MARTIN ROAD  
REDSTONE ARSENAL, ALABAMA 35898-5000

REPLY TO  
ATTENTION OF

AMSAM-AC-TM-C

MLRS Acquisition Division

15 October 2002

SUBJECT: Contract DAAH01-00-C-0109, M270A1 LRIP III Launcher Acceleration

[REDACTED]

Lockheed Martin Missiles and Fire Control-Dallas  
Post Office Box 65003  
Dallas, Texas 75265-0003

Dear [REDACTED]

Lockheed Martin Missile and Fire Control - Dallas' request for Government approval to accelerate delivery of the last five (5) upgraded LRIP III M270A1 launchers utilizing slaved hardware, which is defined as the process of using the same set of Fire Control System (FCS) hardware i.e.; FCP, LIU, WIU, PSU and PNU; to test and sell-off up to five (5) M270A1 launchers, with the FCS hardware being removed following signing of the DD-250 and used on the next launcher to be tested and sold allowing LMMFC-D to invoice in full is authorized.

However, the approval to deliver is contingent upon the parties agreeing to the following:

- FCS hardware to be removed following DD-250;
- Contractor is authorized to expend and collect all cost over and above normal production, i.e. to install and remove slave hardware before and after PUT, final function, DD-250 and protection/preservation prior to Care of Supplies in Storage (COSIS). Specific tasks associated with protection/preservation will be provided to the contractor not later than 31 October 2002;
- Warranties to remain until hand-off if agreed upon COSIS procedures are followed.

If you have any further comments or questions on this matter you may contact the undersigned at telephone [REDACTED]

Sincerely,

[REDACTED]

Contracting Officer

38

TAB 38

DETAILS:

About 0830, 8 Dec 05, [REDACTED] interviewed [REDACTED], Contract Specialist, AMCOM Acquisition Center (AC), regarding her knowledge of questioned issues related to the Multiple Launch Rocket System (MLRS) weapon system.

Regarding the issue of technical direction letters (TDLs), [REDACTED] related that historically the Precision Fires Rockets Missiles Sensors Project Office (PFRMS PO) had not furnished the AC personnel copies of the TDLs but began doing so around 1998. [REDACTED] stated that currently the PFRMS PO faxes the TDL to the AC and her supervisor, [REDACTED] will sign off on the TDL. [REDACTED] stated that LOCKHEED MARTIN (LM) legal counsel, [REDACTED], met with the AMCOM legal counsel, [REDACTED] and they both agreed that the AC would review the TDLs. [REDACTED] stated that she began reviewing the TDLs in 1998 but a previous supervisor, [REDACTED], omitted [REDACTED] and her co-worker, Mr. Clarence DANIELS, from reviewing the documents.

Agent's Note: TDLs are only issued under the Industrial Engineering Services (IES) contracts awarded to LM on the MLRS.

[REDACTED] was questioned about her authorizing LM to accelerate delivery of MLRS launchers lacking fire control systems. [REDACTED] provided a letter she authored on 15 Oct 02 authorizing LM to deliver five M270A1 launchers utilizing fire control systems which would then be removed, after acceptance signature on the DD Form 250. [REDACTED] related that she had coordinated with AMCOM Legal Counsel [REDACTED] prior to authorizing LM the accelerated delivery and that [REDACTED] had opined that once the PFRMS PO signed on the DD Form 250 accepting the launchers, then the PFRMS PO could then take the fire control systems and use them on the HIMARS weapon system if they wanted to due to both weapon systems being assets of the project office. [REDACTED] provided a memorandum detailing the actions of herself and that of MG David HUNTOON who approved the accelerated delivery in support of Operation Iraqi Freedom.

[REDACTED] stated that the acceptance was completed with the understanding that the HIMARS program would pay back the MLRS program. [REDACTED] stated that in October 2002 the HIMARS program was attempting to obtain the additional funding to pay back the MLRS program, \$4 Million, but as of this date, HIMARS had not yet paid back the MLRS program with the five fire control systems given in October 2002.

Agent's Note: Once the DD Form 250 is signed, the assets are under the control of the program office and LM paid for delivery. If the program office shifts assets between the programs, LM is not responsible for such an act and could not be held responsible for non-delivery of contracted deliveries.

////////////////////////////////////LAST ENTRY////////////////////////////////////

TYPED AGENT'S NAME AND SEQUENCE NUMBER

[REDACTED]

ORGANIZATION

Huntsville Fraud Resident Agency  
U.S. Army Criminal Investigation Command  
Redstone Arsenal, AL 35898

SIGNATURE

DATE

EXHIBIT

8 Dec 05



39



AGENT'S INVESTIGATION REPORT

ROI NUMBER 0024-03-CID113-34960

CID Regulation 195-1

Page 1 of 1 Page(s)

DETAILS

About 1000, 25 Jan 06, [redacted] interviewed [redacted], Quality Assurance Representative (QAR), Defense Contract Management Activity (DCMA), Camden, AR. [redacted] related upon the end of the contract term on DAAH01-00-C-0109, Lockheed Martin Missiles and Fire Control (LMMFC) conducted an inventory of the US Government-furnished rotatable spares. LMMFC replenished the stock when they determined that some parts were missing or had been cannibalized. [redacted] related that LMMFC utilized their own funds to buy the parts. [redacted] stated that upon the end of the contract the rotatable spares were shipped to Red River Army Depot (RRAD), Texarkana, TX to be put back into the US Army inventory system. [redacted] stated that the coding of the rotatable spares was prepared by LMMFC and that he was unsure of how they determined the condition code. [redacted] will attempt to obtain LMMFC documentation as to their coding system.

[redacted] stated that there had been fire control systems transferred from the M270A1 to the HIMARS weapon system due to the fact that HIMARS was preparing to be deployed to Korea but the HIMARS production line was delayed and HIMARS funding was lacking. Due to the delays and lack of funding, HIMARS had to borrow the fire control systems from the M270A1 program.

In January 2006, six M270A1 fire control systems were delivered to Red River Army Depot to replace those given to the HIMARS program years ago.

Agent's Note: The MLRS Program Manager's Office doesn't have \$4,000,000.00 to repay the M270A1 program from HIMARS.

[redacted] stated that he had received directions from the procuring contracting officer (PCO) to ship short the M270A1 fire control systems and he complied with those orders.

////////////////////////////////////LAST ENTRY////////////////////////////////////

TYPED AGENT'S NAME AND SEQUENCE NUMBER

[redacted]

ORGANIZATION

Huntsville Fraud Resident Agency  
U.S. Army Criminal Investigation Command  
Redstone Arsenal, AL 35898

SIGNATURE

DATE

EXHIBIT

25 Jan 06

40

TAB 40

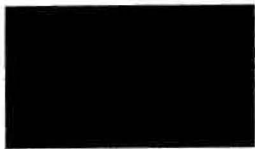

MATERIAL INSPECTION AND RECEIVING REPORT						FORMANPR0007 GDS NO. 4999-0007	
<p>The goods reported herein are the subject of information collected to support the program response, including those for continuing operations, including existing and proposed (pending and maturing) the risk profile, and including the collection of information. Such information regarding production performance or any other aspect of this contract or information, including suggestions for modifying the contract or the contract of delivery, is to be submitted to the Contracting Officer, Director for Information Operations and the Contracting Officer, 1400 Air Force Blvd, Ft. Belvoir, MO, Arlington, VA 22204-4302. The contractor shall be subject to any penalty for failing to comply with the collection of information if it does not display a majority with the contract award.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS.</p> <p>SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE SPREADSHEET APPENDIX.</p>							
1. PROGRAM/PROJECT IDENTIFICATION (CONTRACT) NO.		PROGRAM NO.		A. SERVICE MARKED		Y. PRICE	
DAAH01-00-C-0109						1 1 8	
2. DISCART NO.		3. IN. NO.		4. DISCOUNT LOSS			
CAM0004		2002NOV12E		A			
5. PRICE CONTRACTOR		6. CODE		7. ADDRESS/STREET		8. CODE	
LOCKHEED MARTIN CORP MISSILES & FIRE CONTROL 1701 W. MARSHALL DRIVE GRAND PRAIRIE, TX 48061-0003		64059		DODC - DALLAS 1200 MAIN STREET DALLAS, TX 75202-4389		S4402A	
9. SHIPPED FROM (4-DIGIT ZIP)		10. CODE		11. PHONE WILL BE MADE BY		12. CODE	
LOCKHEED MARTIN MISSILES & FIRE CONTROL HIGHLAND INDUSTRIAL PARK P. O. BOX 1016 EAST CALDEN, AR 71701		62313		FOC: S		HQ0859	
13. SHIPPED TO		14. CODE		15. NUMBER/FUN		16. CODE	
DU W380 RED RIVER MUNITIONS CTR RECEIVING BUILDING 489 10 ET AND K AVE TEXARKANA, TX 73207-0000		W45G18		W50FLR <del>W50FLR</del> - 0030 - EFO1			
19. ITEM NO.	18. STOCK/PART NO.	DESCRIPTION		17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
0001	M270A1 LAUNCHER			1	EA		
0008	REMANUFACTURE LAUNCHER 1055-01-450-4243 13218300 LAUNCHER, M270A1 FY: AD80 SERIAL NUMBER: 4AAD0221			1	EA		
LAUNCHER SHIPPED LESS 5 COMPONENTS (FCP, LIU, WIU PSU AND PNU) BY AMCOM APPROVAL, PER LETTER FROM COLLEEN RODRIGUEZ, DATED OCTOBER 18, 2002.							
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE			
<p>ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on accompanying documents.</p> <p>2002 OCT 24</p> <p>TYPE NAME: [REDACTED] TITLE: [REDACTED] ADDRESS ADDRESS: [REDACTED] COMMERCIAL TELEPHONE: 870-670-0000</p>				<p>ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on accompanying documents.</p> <p>SIGNATURE OF APPROVED REPRESENTATIVE: [REDACTED]</p> <p>TYPE NAME: [REDACTED] TITLE: [REDACTED] ADDRESS ADDRESS: [REDACTED] COMMERCIAL TELEPHONE: [REDACTED]</p> <p>If quality received by the Government is the same as quality shipped, indicate by DD FORM 2580, and attach quality assurance quality shipped and received.</p>			
23. CONTRACTOR USE ONLY				DISTRIBUTION			
<p>CAM0004 DD FORM NUMBER: 12731</p> <p>[Signature]</p>				<p>DODC Dallas LAFS ACC ATTN: Business Systems MLFB ACC MSF P/FIS Training Building</p> <p>DODC Dallas (DDOYV-62P) ATTN: Joyce Brown 1800 Main Street Dallas, TX 75202-4389</p>			
				<p>Dallas CAD-11 - Original Dallas Central CWP-74 Jerry Hestonick 18LC Curtis Wilson, GMS Coordinator M143 DODC Dallas OPRs POC: Nancy Chaffin ANGAM-AD-TMAG (Houston, Houston, AL) Judy Kirsby / NFAS-68L-AL / Houston Arsenal, AL</p> <p>OCT 25 2002</p>			

MATERIAL INSPECTION AND RECEIVING REPORT						FORM APPROVED DISTRIBUTION	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (DDFORM-1024), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS.</p> <p>DO NOT WRITE IN THESE SPACES WITH INFORMATION CONTAINED IN THESE SPACES, APPENDIX 1-01.</p>							
1. PROGRAM/PROJECT/ACTIVITY IDENTIFICATION (CONTRACT) NO.		2. PROJECT NO.		3. PRICE NO./DATE		4. PAGE NO.	
DAAH01-00-C-0109						1 1 S	
5. DRAWING NO.		6. DATE SHIPPED		7. C. NO.		8. DOCUMENT TYPE	
CAM0035		2002NOV12E		33XV0329A		A	
9. NAME CONTRACTOR		10. ADDRESS (CITY) BY		11. CODE		12. S4402A	
LOCKHEED MARTIN CORP MISSILES & FIRE CONTROL 1701 W. MARSHALL DRIVE GRAND PRAIRIE, TX 45051-0003		DZMC - DALLAS 1200 MAIN STREET DALLAS, TX 75202-4308					
13. SHIPPED FROM (if other than 9)		14. PRICE NO.		15. CODE		16. HOO339	
LOCKHEED MARTIN MISSILES & FIRE CONTROL HIGHLAND INDUSTRIAL PARK P. O. BOX 1015 EAST CAMDEN, AR 71701		82319		FOG: S			
17. SHIPPED TO		18. MARKED FOR		19. CODE			
XU W390 RED RIVER MUNITIONS CTR RECEIVING BUILDING 469 10 ST AND K AVE TEXARKANA, TX 75087-5000		W45G19					
19. ITEM NO.	20. STOCK PART NO.	DESCRIPTION	21. QUANTITY SUPPLIED	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	M270A1 LAUNCHER		1	EA			
0008	REMANUFACTURE LAUNCHER 1055-01-450-4243 13213000 LAUNCHER, M270A1 FY: A081 SERIAL NUMBER: 4A00128 W50 FLR - 0030 - EFO1 LAUNCHER SHIPPED LESS 6 COMPONENTS (FCP, LIU, WIU PSU AND PNU) BY AMCOM APPROVAL, PER LETTER FROM COLLEN M. RODRIGUEZ, DATED OCTOBER 15, 2002.		1	EA			
25. CONTRACT QUALITY ASSURANCE				26. RECEIVER'S USE			
a. DESIGN <input checked="" type="checkbox"/> DQA <input type="checkbox"/> ACCEPTANCE of listed items (See sheet made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.)		b. INSPECTION <input type="checkbox"/> DQA <input type="checkbox"/> ACCEPTANCE of listed items (see sheet made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.)		Quantities shown in column 27 were received in apparent good condition except as noted.			
DATE: 2002-06-31 TYPE'S NAME: [Redacted] TITLE: [Redacted] MAILING ADDRESS: [Redacted] COMMERCIAL TELEPHONE NUMBER: [Redacted]		DATE: [Redacted] SIGNATURE OF ACQUIRED CONTRACTOR REPRESENTATIVE: [Redacted]		DATE RECEIVED: [Redacted] SIGNATURE OF ACTING HEAD QUARTERS REPRESENTATIVE: [Redacted]			
27. CONTRACTOR USE ONLY		28. DISTRIBUTION		29. COMMENTS			
CAM0035 DD 250 NUMBER: 1732		DZMC Dallas LHM3 AGO ATTN: Denise Williams MUR3 AGO MAC PF-03 Troyer Bldg		Don Jans DAD-11 - Original Denise Williams CAP-74 Jimmy Harshbarger 1E1D Curtis Williams, OPR Coordinator M-10 DZMC Center, OPR POC: Randy Conkberry ANSAM-AD-TM-C (Madison Arsenal, AL) J.C.J. Kennedy / SP4C-MDL-M-L-1 / Redstone Arsenal, AL			

NOV 01 2002

MATERIAL INSPECTION AND RECEIVING REPORT						FORM APPROVED DARI NO. 4704-0248	
<p>The checker reporting herein for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302). Respondents should be aware that notwithstanding any other provision of law, no person shall be liable for any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS.</p> <p>SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFRMS, APPENDIX F-461</p>							
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.		2. ORDER NO.		3. INVOICE NO./DATE		4. PAGE	5. OF
DAAHO1-00-C-0109						1	1
6. SHIPMENT NO.		7. DATE SHIPPED		8. BAR&R		9. DISCOUNT TERMS	
CAM0039		2002DEC10E		HDSKXXXX00158		A	
10. PRIME CONTRACTOR				11. ADMINISTERED BY			
CODE 84050 LOCKHEED MARTIN CORP MISSILES & FIRE CONTROL 1701 W. MARSHALL DRIVE GRAND PRAIRIE, TX 45051-0003				CODE S4402A DCMC - DALLAS 1200 MAIN STREET DALLAS, TX 75202-4300			
12. SHIPPED FROM (Other than by)				13. PAYMENT WILL BE MADE BY			
CODE 62313 LOCKHEED MARTIN MISSILES & FIRE CONTROL HIGHLAND INDUSTRIAL PARK P. O. BOX 1015 EAST CAMDEN, AR 71701				CODE H00339 DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P. O. BOX 182381 COLUMBUS, OH 43218-2381			
14. SHIPPED TO				15. MARKED FOR			
CODE W45G19 XU W390 RED RIVER MUNITIONS CTR RECEIVING BUILDING 499 10 ST AND K AVE TEXARKANA, TX 75507-5000							
16. ITEM NO	18. STOCK/PART NO	DESCRIPTION		17. QUANTITY SHIP/REC'D	18. UNIT	19. UNIT PRICE	20. AMOUNT
0001	M270A1 UPGRADE LAUNCHER 1055-01-450-4243 13213300 LAUNCHER, M270A1 FY: A082 SERIAL NUMBER: 4AA00129	LAUNCHER SHIPPED LESS 5 COMPONENTS (FCP, LIU, WIU PSU AND PNU) BY AMCOM APPROVAL, PER LETTER FROM COLLEN M. RODRIGUEZ, DATED OCTOBER 15, 2002.		1	EA		
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE			
4. ORIGIN <input checked="" type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.				5. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.			
DATE: 2002 NOV 4 TYPED NAME: [REDACTED] TITLE: S4402A MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER: 870 570 0200				DATE RECEIVED: [REDACTED] SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: [REDACTED] TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER: *If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received versus quantity shipped and unit amount.			
23. CONTRACTOR USE ONLY				DISTRIBUTION			
CAM0039 DD 250 NUMBER: 12757				DCMC Dallas LAWS ACO ATTN: Debbie Williams MLRS ACO MS PT 03 Thayer Building DCMC Dallas (DCMOW-GBP) ATTN: Joyce Sheets 1200 Main Street Dallas, TX 75202-4300			



MATERIAL INSPECTION AND RECEIVING REPORT						FORM APPROVED DME NO. 9704-0248		
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to: Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0754-0148), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS.</p> <p>SEND THIS FORM IN ACCORDANCE WITH THEIR INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-01.</p>								
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.		3. ORDER NO.		4. INVOICE NO./DATE		7. PAGE	8. ACCEPTANCE POINT	
DAAH01-00-C-0109						1	S	
2. SHIPMENT NO.		5. DATE SHIPPED		6. BL R&R		9. DISCOUNT TERMS		
CAM0037		2002DEC10E		HDSK000000159 65XV03299A		A		
9. PRIME CONTRACTOR				10. ADMINISTERED BY				
LOCKHEED MARTIN CORP MISSILES & FIRE CONTROL 1701 W. MARSHALL DRIVE GRAND PRAIRIE, TX 45051-0000				OCMC - DALLAS 1200 MAIN STREET DALLAS, TX 75202-4399				
11. SHIPPED FROM (if other than 9)				12. PAYMENT WILL BE MADE BY				
LOCKHEED MARTIN MISSILES & FIRE CONTROL HIGHLAND INDUSTRIAL PARK P. O. BOX 1015 EAST CAMDEN, AR 71701				DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182581 COLUMBUS, OH 43218 2361				
13. SHIPPED TO				14. MARKED FOR				
XU W390 RED RIVER MUNITIONS CTR RECEIVING BUILDING 499 10 ST AND K AVE TEXARKANA, TX 75507-5000								
15. ITEM NO.	16. STOCK/PART NO.	17. DESCRIPTION			18. QUANTITY SHIPPED	19. UNIT	20. UNIT PRICE	21. AMOUNT
0001	M270A1 LAUNCHER				1	EA		
0008	REMANUFACTURE LAUNCHER 1055-01-450-4243 13213300 LAUNCHER, M270A1 FY: A084 SERIAL NUMBER: 4AA00132	LAUNCHER SHIPPED LESS 5 COMPONENTS (FCP, LIU, WIU FSU AND PNU) BY AMCOM APPROVAL, PER LETTER FROM COLLEEN M. RODRIGUEZ, DATED OCTOBER 15, 2002.			1	EA		
23. CONTRACT QUALITY ASSURANCE						22. RECEIVER'S USE		
a. EXPEDIENT <input checked="" type="checkbox"/> OCA <input checked="" type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.			b. DESTINATION <input type="checkbox"/> OCA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.			Quantities shown in column 17 were received in apparent good condition except as noted.		
2002 NOV 20  TYPED NAME: TITLE: S4402A MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER: 870-570-0200			DATE:  SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER:			DATE RECEIVED: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____		
23. CONTRACTOR USE ONLY						DISTRIBUTION		
CAM0037		DD 250 NUMBER: 12755		OCMC Dallas LWS ACC ATTN: Debbie Williams MILRS ACC AWG PT-03 Thayer Building OCMC Dallas (OCMDW-GBF) ATTN: Joyce Sheets 1200 Main Street Dallas, TX 75202-4399		Dan Ives GAD-11 - Original Donna Duvall CMP-74 Jimmy Hammack 12LC Curtis Williams, CFE Coordinator 3A143 OCMC Camden Office POC: Randy Castleberry AMSAM-AC-IM-C (Redstone Arsenal AL) Judy Kennedy / SPAE-MSL-ML-SP / Redstone Arsenal AL		

MATERIAL INSPECTION AND RECEIVING REPORT										FORM APPROVED GMB NO. DTM-2248																						
<p>The public receiving burden for the selection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Director for Information Operations and Reports (1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS.</p> <p>SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>																																
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO. DAAH01-00-C-0109			2. ORDER NO.		3. INVOICE NO. DATE		4. PAGE OF		5. ACCEPTANCE POINT																							
6. DEPARTMENT NO. CAM0038			7. DATE SHIPPED 2002DEC10E		8. R&R TECH HLSX00000161 SSXVR3299A		9. DISCOUNT TERMS A																									
10. FROM CONTRACTOR LOCKHEED MARTIN CORP MISSILES & FIRE CONTROL 1701 W. MARSHALL DRIVE GRAND PRAIRIE, TX 45051-0003				11. CODE 64059		12. ADMINISTERED BY DCMC - DALLAS 1200 MAIN STREET DALLAS, TX 75202-4399			13. CODE S4402A																							
14. SHIPPED FROM (if other than 10) LOCKHEED MARTIN MISSILES & FIRE CONTROL HIGHLAND INDUSTRIAL PARK P.O. BOX 1015 EAST CAMDEN, AR 71701				15. CODE 62313		16. FOR S		17. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182351 COLUMBUS, OH 43218-2351			18. CODE HO0339																					
19. SHIPPED TO XU W390 RED RIVER MUNITIONS CTR RECEIVING BUILDING 498 10 ST AND K AVE TEXARKANA, TX 75507-5000				20. CODE W45G19		21. MARKED FOR																										
<table border="1"> <thead> <tr> <th>22. ITEM NO.</th> <th>23. STOCK/PART NO.</th> <th>DESCRIPTION</th> <th>24. QUANTITY SHIP/REC'D</th> <th>25. UNIT</th> <th>26. UNIT PRICE</th> <th>27. AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0001</td> <td>M270A1 UPGRADE LAUNCHER 1055-01-450-4243 13213300 LAUNCHER, M270A1 FY: A083 SERIAL NUMBER: 4AA00131</td> <td></td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td colspan="7">           LAUNCHER SHIPPED LESS 5 COMPONENTS (FCP, LIU, WIU PSU AND PNU) BY AMCOM APPROVAL, PER LETTER FROM COLLEN M. RODRIGUEZ, DATED OCTOBER 15, 2002.         </td> </tr> </tbody> </table>												22. ITEM NO.	23. STOCK/PART NO.	DESCRIPTION	24. QUANTITY SHIP/REC'D	25. UNIT	26. UNIT PRICE	27. AMOUNT	0001	M270A1 UPGRADE LAUNCHER 1055-01-450-4243 13213300 LAUNCHER, M270A1 FY: A083 SERIAL NUMBER: 4AA00131		1	EA			LAUNCHER SHIPPED LESS 5 COMPONENTS (FCP, LIU, WIU PSU AND PNU) BY AMCOM APPROVAL, PER LETTER FROM COLLEN M. RODRIGUEZ, DATED OCTOBER 15, 2002.						
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28. CONTRACT QUALITY ASSURANCE						29. RECEIVER'S USE																										
a. ORIGIN <input checked="" type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.						b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.																										
DATE: 2 Nov. 25 TYPED NAME: [Redacted] TITLE: S4402A MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER: 870-570-0200						DATE RECEIVED: [Redacted] SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: [Redacted] TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER: *If quantity received by the Government is the same as quantity shipped, indicate by (X) mark. If difference, enter actual quantity received below quantity of contract and indicate.																										
30. CONTRACTOR USE ONLY						31. DISTRIBUTION																										
CAM0038 DD 250 NUMBER 12756						DCMC Dallas LMVS ACO ATTN: Debbie Williams MLRS ACO M/S PT-03 Thayer Building DCMC Dallas (DCMOW-08B) ATTN: Joyce Sheets 1200 Main Street Dallas, TX 75202-4399																										
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41

TAB 41

September 2, 1993

Page 21

The contractor shall ensure that his major subcontractors initiate and maintain a vendor quality conformance program. Approval of such vendor quality conformance program, as established by the major subcontractors, shall be the responsibility of the prime contractor.

**E-18 PRODUCTION RELIABILITY ACCEPTANCE TEST (PRAT) FOR M270 LAUNCHER**

(a) Immediately subsequent to the completion of quality conformance inspection IAW the TDP, each completely assembled MLRS Launcher shall be run through an integrated 50 km road/field test and 40 firing cycles. A firing cycle is defined as all nonmobile operations of the Launcher required to fire a launcher load of rockets. The load, emplace, lay-ready-fire, and unload operations at least 8 of these cycles shall be ordered as in actual tactical operations and utilize the range and aim points approved in the Production Reliability Acceptance Test Plan, 4-40,000/2R-158 under contract DAAH01-80-C-0681. The remaining cycles shall be structured by the contractor to accommodate test efficiency provided the Government's approval is obtained for the proposed firing cycle equivalents. Rocket pod containers (RP/Cs) used in the performance of the PRAT shall be ballasted and configured to simulate the functions of a tactical RP/C. If no failures occur, it shall be accepted. If one failure occurs anywhere in the sequence of the first 40 cycles, the 40 cycle test shall be repeated. If more than one failure occurs in the 80 cycles, the test shall be terminated and the Launcher rejected. A failure is defined as the inability of the Launcher to execute the integrated 50 km road/field test and 40 firing cycles without repair. Ballasted RP/Cs accountable under contract DAAH01-80-C-0681 and used to conduct PRAT under contract DAAH01-80-C-0681 are to be used in the performance of PRAT for this contract. No ballasted RP/Cs shall be produced under this contract.

(b) When a reject decision is reached or a failure pattern is determined, the contractor shall notify the procuring activity within 2 working days of the condition and shall implement corrective action. The contractor shall also notify the procuring activity of the corrective action to be taken, and the impact on the program and the hardware reliability.

(c) Results of PRAT, including failure analysis as applicable for each launcher tested, shall be prepared IAW DI-QCIC-81187.

**E-19 WARRANTY:**

(a) Definitions:

(1) Acceptance. The execution of an official document (DD Form 250) by an authorized representative of the Government.

(2) Defect. A condition or characteristic of the warranted items that is not in compliance with the requirements of this contract.

(3) Defect Free Warranty. A warranty that provides a period of time during which the contractor repairs or replaces, at no increase in contract price, all design, manufacturing, material and workmanship defects that existed in the warranted item at the time of acceptance or that were injected into the warranted items by the contractor during the repair or replacement of the items.

(4) Handoff. The point at which the Government turns the items over to the using (military) unit(s) (usually by a material fielding team), and the DA Form 5666-R is signed.

September 2, 1993

Page 22

(5) Individual Item Coverage. Warranty coverage that requires individual warranty claim actions for each defect. These claim actions will be made only on a warranted item when the item or a component of that item is sent to either the intermediate/general support facility or the higher level maintenance facility for repair or replacement.

(6) Repair. The elimination of a defect.

(7) Systemic Defect. Defects of a repetitive nature which are of the same root cause and affect a specific group or population of items.

(8) Systemic Defect Coverage. Warranty coverage, providing systemic defect protection to the lowest level of impact or expense, requires a contract remedy IAW this contract and applies to all warranted items under systemic defect coverage.

(9) Warranted Item. The Armored Vehicle Mounted Rocket Launcher, and each component thereof, and the Tactical and Reduced Range Training Rocket Pod (to include the rocket), and each component thereof.

(10) Warranty Periods. (1) Individual item coverage begins with Government acceptance (DD 250) of each warranted item and ends with handoff of the warranted item. (2) Systemic defect coverage begins with Government acceptance (DD 250) of the first warranted item and ends 36 months after acceptance of the last warranted item. The coverage includes all systemic defects occurring during this period.

(b) Warranty Requirements. Notwithstanding inspection and acceptance by the Government of the warranted items furnished under this contract or its provisions regarding the conclusiveness thereof, the contractor warrants during the warranty period that the warranted items:

(1) Will conform to the design and manufacturing requirements of this contract.

(2) Were free from all defects in material and workmanship when accepted by the Government.

(3) Will conform to all the performance requirements specified in the Production Configuration Identification (PCI) Technical Data Package (TDP), and as further defined in the following requirements specified in Section E of this contract: Environmental Stress Screening, Microcircuit and Semiconductor Receiving Inspection, Soldering and Assembly, Production Reliability Acceptance Test for M270 Launcher, and Fly-to-Buy Lot Acceptance.

(c) Warranty Coverage

(1) Individual Item Coverage: From acceptance through handoff, the contractor shall provide a defect free warranty.

(2) Systemic Defect Coverage: From acceptance through the end of the warranty period, the contractor shall provide a systemic defect warranty.

(d) Warranty Procedure

(1) The contractor shall provide the materials and services necessary to implement this warranty and shall assign a single point of contact to communicate with the Government on all warranty related items.

(2) Individual Item Coverage: In the event a warranted item does not meet the conditions specified in this contract, the Government will provide written notification to the contractor within 90 days of the date of

September 2, 1993

Page 23

discovery of the defective item. The contractor, notwithstanding any disagreement with the Government regarding this warranty, shall promptly comply with the direction provided by the Contracting Officer to either correct or partially correct the defective item at no increase in the contract price. Unless agreement has been obtained from the Government, repair or replacement of the defective item shall be accomplished within 10 days after receipt of the item at the contractor's facility. If it is determined at a later date that the defective item was not subject to the provisions of this warranty, the contract price will be equitably adjusted.

(3) **Systemic Defect Coverage:** In the event a warranted item does not meet the conditions specified in this contract and the defect is systemic, the Government will provide written notification to the contractor within 60 days of the date that the defect is determined to be systemic. In the event that the systemic defect coverage is invoked, the contractor shall prepare a corrective action plan IAW DI-RELI-80254. Upon Government approval of the plan, the contractor shall take corrective action at no increase in the contract price. The corrective action shall provide for the repair/replacement/retrofit of the warranted item on an inventory-wide or total asset basis when applicable. This action shall include redesign of the item if redesign is required to meet the requirements of this contract.

(4) Government or contractor repaired/replaced items or parts shall be warranted to the end of the original warranty periods stated above.

(5) The contractor shall provide Warranty Performance Reports IAW DI-MNTY-81217.

(e) **Transportation Costs.** When warranted items are returned to the contractor pursuant to this warranty, the Government will pay cost of transporting defective/failed warranty items to the contractor's repair facility. If the warranty claim is determined to be valid, the contractor shall reimburse the Government for the cost of transporting items to the contractor's repair facility and pay cost of transporting repaired/replaced item to the appropriate depot.

(f) **Exclusions**

(1) The contractor shall not be obligated to repair or replace warranted items if the facilities, tooling, drawings, or other equipment necessary to accomplish the repair or replacement is not available to the contractor by action of the Government. In the event that repair or replacement is directed by the Government, the contractor shall promptly provide written notification to the Contracting Officer of the nonavailability. The unavailability of this specific remedy does not affect other available remedies.

(2) For the purpose of this warranty, the term "performance requirements" does not include performance characteristics that are described as goals or objectives.

(3) All implied warranties, including but not limited to warranties of merchantability and "fitness for a particular purpose," are excluded from any obligation contained in this contract.

(4) The provisions of this warranty do not apply to:

(i) Items damaged in combat.

(ii) Liability for loss, damage, or injury to third parties.

(iii) Items with defects which are beyond the control of, and not attributable to, the contractor. Such items are those which have been damaged through willful misconduct; accident; misuse; abuse; improper installation or application; unauthorized maintenance or maintenance not executed IAW applicable technical

September 2, 1993

Page 24

manuals; negligence in storage; negligence in transportation or handling; catastrophic damages such as fire, flood, and explosion; or an act of God.

(iv) Items with faded or chipped paint, scratches, dents, nick, or any other cosmetic damage resulting from usual and customary use.

(5) Government-furnished property (GFP) shall be warranted only to the extent of proper installation so as not to degrade its performance or reliability. If the contractor modifies or otherwise performs work on the GFP, this warranty shall extend to such modification or other work.

(g) Other Rights and Remedies:

(1) The Government shall not be responsible for any extension or delay in the scheduled deliveries or periods of performance under this contract as a result of the contractor's obligation to repair or replace defective items. Furthermore, there shall not be any adjustment of the delivery schedule or periods of performance as a result of the repair or replacement of defective items unless provided for by the inclusion of a supplemental agreement, with adequate consideration to the Government, to this contract.

(2) The rights and remedies of the Government provided for in this warranty are in addition to, and do not limit, the rights the Government has under any other clause of this contract. Disputes arising regarding this warranty will be resolved IAW the clause of this contract entitled "Disputes."

(3) The rights and remedies of the Government provided for in this warranty shall survive final payment.

(4) This warranty shall not be voided by any Government performed repair of any warranted item when accomplished IAW standard military service maintenance procedures. This includes the substitution of parts procured by the Government from any other source except for the substituted part.

(5) If the contractor fails to repair or replace defective parts in the time specified, the contractor shall pay the costs incurred by the Government in procuring such parts and in accomplishing the repair/replacement.

(6) If the Government determines that repair or replacement of defective parts is not required, the Government shall be entitled to an equitable adjustment in the price of such parts.

E-20 COMPONENT SAFETY

The contractor shall establish a Government approved Critical Safety Item Program (CSIP) IAW this SOW prior to the delivery of the first production unit. The contractor shall document the CSIP in a plan prepared IAW DI-RELI-80685. The program shall include the following elements.

(a) Identification and designation of a Critical Safety Item (CSI) and characteristic list. The CSI and characteristic list shall include the identification of all CSI items by nomenclature, contractor part number, critical characteristic or attribute, and test or inspection required. The CSI list shall consist of all items containing a critical characteristic (CC) identified in the supplementary quality assurance provisions (SQAP) or specification for that item.

(b) Validation of Requirements. The requirements affecting CSIs shall be validated to ensure that all critical safety aspects of the design are accurately reflected.



42

TAB 42

NOUN	PART	SERIAL	CONDITION	UNIT	COMPOSITE			
	NUMBER	NUMBER	CODE		QTY.	PRICE	OVH + Profit	TOTAL
Hoist, Rocket Pod	13027524	511466	A4	1	32,980.00	0.3723	12278.45	45,258.45
Hoist, Rocket Pod	13027524	511745	A4	1	32,980.00	0.3723	12278.45	45,258.45
Control Assy, Elect	13029120	472057	B5	1	7,454.00	0.3723	2775.12	10,229.12
Control Assy, Elect	13029120	472502	A4	1	7,454.00	0.3723	2775.12	10,229.12
FCU 130201125	13210265	413048	A4	1	41,687.00	0.3723	15520.07	57,207.07
FCU 130201125	13210265	413068	A4	1	41,687.00	0.3723	15520.07	57,207.07
FCU 130201125	13210265	413051	A4	1	41,687.00	0.3723	15520.07	57,207.07
FCU 130201125	13210265	413072	A4	1	41,687.00	0.3723	15520.07	57,207.07
FCU 130201125	13210265	413055	A4	1	41,687.00	0.3723	15520.07	57,207.07
FCU 130201125	13207593	410921	A4	1	41,687.00	0.3723	15520.07	57,207.07
Boom Controller	13031127	OOOOO8	A4	1	1,161.00	0.3723	432.24	1,593.24
FCP 13031129	13209110	531175	A4	1	21,459.00	0.3723	7989.19	29,448.19
EU	13210269	57779	A4	1	68,699.00	0.3723	25576.64	94,275.64
EU	13210269	572116	A4	1	68,699.00	0.3723	25576.64	94,275.64
EU	13210255	573027	A4	1	68,699.00	0.3723	25576.64	94,275.64
EU	13210255	573125	A4	1	68,699.00	0.3723	25576.64	94,275.64
EU	13210255	573087	A4	1	68,699.00	0.3723	25576.64	94,275.64
EU	13210255	573154	A4	1	68,699.00	0.3723	25576.64	94,275.64
Gear Box	13026550	860316	A4	1	14,535.45	0.3723	5411.55	19,947.00
Gear Box	13026550	861400	A5	1	14,535.45	0.3723	5411.55	19,947.00
Control Assy	13026553	452532	A5	1	5,368.95	0.3723	1998.86	7,367.81
Actuator, Travel Lock	13026653	351063	A4	1	8,642.70	0.3723	3217.68	11,860.38
Transmission Brake	13026663	171510	A4	1	14,753.70	0.3723	5492.80	20,246.50
Motor, AZ Servo	13027126	321325	A4	1	14,892.00	0.3723	5544.29	20,436.29
Motor, AZ Servo	13027126	231449	A4	1	14,892.00	0.3723	5544.29	20,436.29
Motor, AZ Servo	13027126	231456	A4	1	14,892.00	0.3723	5544.29	20,436.29
Motor, EL Servo	13027127	241339	A4	1	16,776.00	0.3723	6245.70	23,021.70
Coupling Half	13027121-2		A1	3@	476.13	0.3723	177.26	653.39
Transducer, AZ	13027536	290371	A5	1	4,047.53	0.3723	1506.90	5,554.43
Transducer, AZ	13027536	291541	A4	1	4,047.53	0.3723	1506.90	5,554.43
Transducer, AZ	13027536	290533	B5	1	4,047.53	0.3723	1506.90	5,554.43
EB	13032070	183009	B7	1		0.3723	0.00	0.00
EB	13032070	183147	B7	1		0.3723	0.00	0.00
PIM	13210270	651211	B7	1		0.3723	0.00	0.00



43

TAB 43

AMENDMENT OF SOLICITATION      MODIFICATION OF CONTRACT      1. CONTRACT ID CODE      2. PAGE OF PAGES  
 55

2. AMENDMENT/MODIFICATION NO. P20008	3. EFFECTIVE DATE 10 May 95	4. REQUISITION/PURCHASE REQ NO. See Schedule	5. PROJECT NO. (if applicable) ACN
6. ISSUED BY U.S. ARMY MISSILE COMMAND ANSM1-AC-CBCB HR CLARENCE DANIELS /205-876-8980 REDSTONE ARSENAL AL 35898-5280	CODE W31P4Q /EF MLRS	7. ADMINISTERED BY (if other than item 6) DPRO LORAL/VOUGHT P O BOX 655907 DALLAS TX 75265-5907	CODE 86427A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) LORAL VOUGHT SYSTEMS CORP 1701 W MARSHALL DR GRAND PRAIRIE TX 75051-0003		SCD <input checked="" type="checkbox"/> PAS NONE ADP PT FY7628	

9A. AMENDMENT OF SOLICITATION NO.	(X)
9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. DAAHD194CA005	X
10B. DATED (SEE ITEM 13) 94JAN11	
CODE 84059	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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 \_\_\_ copies of the amendments; (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)      FMS REQUIREMENT      MAP REQUIREMENT  
 See continuation sheet

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO THE CONTRACT/ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	FAR 52.216-25 & 10 USC 2304(C)(1)
X	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.)  
 See second page for description.

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) CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BY	16C. DATE SIGNED
"See page 1A". (Signature of person authorized to sign)		"See page 1A". (Signature of Contracting Officer)	

Loral Vought Systems Corporation

SIGNATURE PAGE

MLRS International Corporation  
P.O. Box 650003, Mailstop MC-09  
Dallas, TX 75265-0003

By: [Signature] Date: 5/9/95  
Name and Title: [Redacted]  
PRESIDENT, MIC

Loral Vought Systems Corporation  
P.O. Box 650003, Mailstop MC-09  
Dallas, TX 75265-0003

By: [Signature] Date: 5/9/95  
Name and Title: SIL VP - CFO

U.S. Army Missile Command  
ATTN: AMSMI-AC-CBCB  
Red [Redacted]

By: [Redacted] Date: 5/10/95  
Name and Title: [Redacted]  
MAJ, EN  
Contracting Officer  
(Contracting Officer)



CONTINUATION SHEET

Reference No. of Document Being Continued

Page

DAAH01-94-C-4005

MOD. No.: 0008

2 of 55

Name of Offeror or Contractor LORAL VOUGHT SYSTEMS CORP

SECTION A - SUPPLEMENTAL INFORMATION

A-1 PREAMBLE  
PR001

WHEREAS, THERE IS NOW IN FORCE BETWEEN THE PARTIES HERETO A NOT-TO-EXCEED CONTRACT IDENTIFIED AS LETTER CONTRACT DAAH01-94-C-4005 HEREINAFTER REFERRED TO AS LETTER CONTRACT; AND

WHEREAS, BY THE TERMS OF SAID LETTER CONTRACT THE PARTIES UNDERTOOK TO NEGOTIATE FOR THE EXECUTION OF A MORE DEFINITIVE AGREEMENT, AND NOW HAVING CONSUMMATED THEIR NEGOTIATION TO THAT END, DESIRE TO SUPERSEDE THE LETTER CONTRACT BY SAID DEFINITIVE AGREEMENT; AND

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. This Modification PZ0008 is entered into pursuant to and supersedes the Letter Contract and constitutes the definitive contract contemplated by the Letter Contract, which contract is completely set forth in the following pages; except that those documents previously provided to the contractor and not herein changed are incorporated by reference. The Letter Contract as modified to date, is incorporated by this superseding contract except to the extent changed by this superseding contract.

2. In the event that this modification contains provisions which may be construed to be inconsistent in any particular way with the provisions of the Letter Contract, then the provisions of this Modification PZ0008 shall be deemed to state the complete agreement and intent of the parties hereto and any rights, duties, and obligations created by the provisions of the Letter Contract which are inconsistent with the terms of this modification are hereby waived, cancelled, and released.

THIS MODIFICATION DEFINITIZES THE LETTER CONTRACT WHICH IS HEREBY SETTLED AT A FIRM-FIXED PRICE AMOUNT OF \$174,130,646.00 IN ACCORDANCE WITH THE CLAUSE ENTITLED "CONTRACT DEFINITIZATION." CLIN PRICES ARE AS SPECIFIED BELOW:

A-2

CLIN UNIT PRICES

	UNIT PRICE	QTY	TOTAL
<u>U.S.</u>			
0001AA U.S. LAUNCHERS	\$2,033,327	34	\$ 69,153,518
0004AA U.S. RRPR RPC'S	50,055	955	47,803,480
0004AE U.S. RRPR RPC'S	50,056	185	<u>9,260,350</u>
TOTAL U.S.			\$126,217,358
<u>ISRAEL</u>			
0005AA ISRAEL LAUNCHERS	\$1,937,561	6	\$ 11,625,366
0002AA ISRAEL TACTICAL RPC'S	42,484	119	5,055,596
0002AB ISRAEL TACTICAL RPC'S	42,484	2	84,968
0004AB ISRAEL RRPR RPC'S	50,056	24	1,201,344
0004AC ISRAEL RRPR RPC'S	50,055	95	<u>4,805,376</u>
TOTAL ISRAEL			\$ 22,772,650
<u>JAPAN</u>			
0004AD JAPAN RRPR RPC'S	\$ 51,768	12	\$ 621,216
0005AA JAPAN RRPR RPC'S	51,768	21	1,087,128
0005AA JAPAN TACTICAL RPC'S	57,022	36	2,052,792

CONTINUATION SHEET

Reference No. of Document Being Continued

Page

DAAH01-94-C-0005

MOD. No.: 00008

3 of 55

Name of Offeror or Contractor LOCAL VUGHT SYSTEMS CORP

0008AB JAPAN TACTICAL RPF'S	57,022	1	<u>57,022</u>
TOTAL JAPAN			\$ 3,818,158
<u>GREECE</u>			
0007AA GREECE LAUNCHERS	\$2,234,302	9	\$ 20,108,718**
0006AA GREECE BRPR RPC'S	55,171	22	<u>1,213,762</u>
TOTAL GREECE			\$ 21,322,480
<u>GRAND TOTAL - ALL CLINS</u>			<u>\$174,130,646</u>

\*\*THE ORIGINAL CONTRACT NTE FOR CLIN 0005AA WAS ESTABLISHED AT \$11,296,000. THE FINAL NEGOTIATED PRICE INCLUDES AN EQUITABLE ADJUSTMENT TO THE NTE OF \$782,032.00 TO COVER ADDITIONAL COSTS FOR OZONE DEPLETING CHEMICAL, OBSOLESCENCE AND SOURCE VALIDATION TEAM EFFORTS. THIS ADDITIONAL EFFORT WAS NOT INCLUDED AS PART OF THE ORIGINAL CONTRACT NTE PRICE AND IS HEREBY ADDED AS AN EQUITABLE ADJUSTMENT TO THE CONTRACT NTE PRICE AS REFLECTED BY THE FINAL NEGOTIATED PRICE.

\*\*THE ORIGINAL CONTRACT NTE FOR CLIN 0007AA WAS ESTABLISHED AT \$17,719,506. THE FINAL NEGOTIATED PRICE INCLUDES EQUITABLE ADJUSTMENTS OF \$1,159,464 AND \$2,871,119. THE ADJUSTMENT OF \$1,159,464 IS TO COVER ADDITIONAL COSTS FOR OZONE DEPLETING CHEMICAL, OBSOLESCENCE, AND SOURCE VALIDATION TEAM EFFORTS. THE ADJUSTMENT OF \$2,871,119 IS TO COVER ADDITIONAL ADMINISTRATIVE COSTS FOR THE IMPLEMENTATION OF THE GREEK OFFSET PROGRAM BY THE CONTRACTOR. THESE ADDITIONAL COSTS WERE NOT INCLUDED IN THE ORIGINAL CONTRACT NTE AND ARE HEREBY ADDED AS EQUITABLE ADJUSTMENTS TO THE CONTRACT NTE PRICE AS REFLECTED BY THE FINAL NEGOTIATED PRICE.

A-3 THE FOLLOWING ADDITIONAL AND REVISED CLAUSES ARE HEREBY INCORPORATED INTO THE PROVISIONS AND REQUIREMENTS OF THE CONTRACT. ALL OTHER PREVIOUSLY INCORPORATED VERSIONS, IF ANY, ARE HEREBY DELETED:

SECTION B THE CLAUSE ENTITLED "BULK STORAGE MEMORY UNITS (BSMU) PART NUMBER 13210267," H-1.

THE CLAUSE ENTITLED "REOPENER FOR NOT-TO-EXCEED (NTE) SUBCONTRACTS," H-14.

THE CLAUSE ENTITLED "RENT-FREE AUTHORIZATION FOR GOVERNMENT FURNISHED PROPERTY (GFP)," H-15.

THE CLAUSE ENTITLED "INITIAL PRODUCTION FACILITIES," H-8

THE CLAUSE ENTITLED "SPECIAL TOOLING, SPECIAL TEST EQUIPMENT, AND SPECIAL INSPECTION EQUIPMENT," H-12

THE CLAUSE ENTITLED "MAKE OR BUY PLAN," H-19

THE CLAUSE ENTITLED "PROVISION FOR USE OF GOVERNMENT FURNISHED MATERIAL," H-20

SECTION C - THE CLAUSE ENTITLED "DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES (DMSMS)," C-11.

THE CLAUSE ENTITLED "SUBMISSION OF RFPs," C-1

THE CLAUSE ENTITLED "SERIALIZATION/LOT CONTROL," C-3

THE CLAUSE ENTITLED "ENGINEERING CHANGE PROPOSALS," C-6

SECTION E - THE CLAUSE ENTITLED "WARRANTY," E-19. (WARRANTY PROVISIONS ARE APPLICABLE TO CLINS 0001AA, 0004AA, AND 0004AE).

THE CLAUSE ENTITLED "QUALIFICATION OF SUPPLIERS," E-8

THE CLAUSE ENTITLED "ENVIRONMENTAL STRESS SCREENING (ESS)," E-9

THE CLAUSE ENTITLED "INSPECTION AND ACCEPTANCE," E-11

## CONTINUATION SHEET

Reference No. of Document Being Continued

Page

DAAH01-94-C-A005

MOD. No.: 0008

4 of 55

Name of Offeror or Contractor LORAL VUGHT SYSTEMS CORP

THE CLAUSE ENTITLED "MICROCIRCUIT AND SEMICONDUCTOR RECEIVING INSPECTION PROGRAM," E-15

THE CLAUSE ENTITLED "SOLDERING AND ASSEMBLY REQUIREMENTS," E-16

THE CLAUSE ENTITLED "QUALITY VERIFICATION TESTING (QVT)," E-23

THE CLAUSE ENTITLED "STATISTICAL PROCESS CONTROL," E-25

SECTION I - THE CLAUSE ENTITLED "REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY," AFARS 252.209-7004, (SEP 94).

THE CLAUSE ENTITLED "CHANGES OR ADDITIONS TO MAKE OR BUY PROGRAM" FAR 52.215-21 (APR 84).

A-5 THE TOTAL PRICE FOR CLINS 0006AA AND 0007AA INCLUDES COSTS ASSOCIATED WITH THE CONTRACTOR IMPLEMENTATION OF GREEK OFFSETS ONLY AS THEY RELATE TO THE NEW PRODUCTION OF 9 LAUNCHERS AND 22 REDUCED RANGE PRACTICE ROCKETS UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. NO OTHER GREEK OFFSET COSTS ARE APPLICABLE TO THIS CONTRACT.

A-6 PARAGRAPH E-22 ENTITLED "FLY TO BUY LOT ACCEPTANCE OF THE CONTRACT IS HEREBY DELETED IN ITS ENTIRETY.

A-7 THE REVISED OZONE DEPLETING CHEMICAL ATTACHMENT ENTITLED "TAILORING OF SPECIFICATIONS" DATED 17 JAN 95 IS HEREBY INCORPORATED INTO THE CONTRACT AS ATTACHMENT "07". THE PREVIOUSLY INCORPORATED TAILORING IS HEREBY DELETED.

A-8 THE SCOPES OF WORK (SOW) ENTITLED "OZONE DEPLETING CHEMICALS" AND "MLRS PARTS OBSOLESCENCE" ARE HEREBY INCORPORATED AS ATTACHMENTS 09 AND 10 RESPECTIVELY.

A-9 THE CONTRACT DELIVERY SCHEDULE IS HEREBY REVISED AS DEPICTED AT CLIN LEVEL OF THIS MODIFICATION.

A-10 ATTACHMENT ENTITLED, "SUBCONTRACTING PLAN FOR SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS," DATED 13 APRIL 1995, IS INCORPORATED INTO THE SUBJECT CONTRACT AS ATTACHMENT 08, ALL OTHER PLANS INCORPORATED ARE DELETED IN THEIR ENTIRETY.

A-11 ATTACHMENT ENTITLED "LIST OF ROTABLE SPARES" HEREBY IS INCORPORATED AS ATTACHMENT "11" TO THE CONTRACT. THE SPARES SHALL BECOME THE PROPERTY OF THE GOVERNMENT AT THE END OF THE CONTRACT WARRANTY PERIOD. SPARES NOT CONSUMED IN THE PERFORMANCE OF THE WARRANTY REQUIREMENTS SHALL BE SUBJECT TO DELIVERY TO THE GOVERNMENT "AS IS" AS DEFINED BY THE GOVERNMENT PROPERTY CLAUSE.

A-12 BY EXECUTION OF THIS MODIFICATION PZ0008 TO CONTRACT DAAH01-94-C-A005, LVS AND THE MLRS INTERNATIONAL CORPORATION AGREE TO BE JOINTLY AND SEVERABLY RESPONSIBLE FOR PERFORMANCE OF CLINS 0008 AND 0009 ONLY. LVS REMAINS SOLELY RESPONSIBLE FOR ALL OTHER PERFORMANCE.

A-13 EXCEPT AS PROVIDED IN A-3 ABOVE, CLAUSE ENTITLED "REOPENER FOR NOT-TO-EXCEED (NTE) SUBCONTRACTS," THIS MODIFICATION CONSTITUTES COMPLETE, FULL, AND FINAL SETTLEMENT FOR ALL THE CONTRACTUAL CHANGES OF THIS MODIFICATION. THE PARTIES HEREBY MUTUALLY RELEASE EACH OTHER FROM ANY AND ALL LIABILITY UNDER THIS CONTRACT FOR FURTHER EQUITABLE ADJUSTMENTS ATTRIBUTABLE TO SUCH FACTS OR CIRCUMSTANCES GIVING RISE TO THESE CHANGES.

(End of narrative A006)

Attachment 02

DAAH01-94-C-A005  
PZ0008 Page 45

E-19 Warranty

1. Definitions:

a. Acceptance. The execution of an official document (DD Form 250) by an authorized representative of the Government.

b. Correction. The elimination of a defect by repair or replacement.

c. Supplies. The end items furnished by the Contractor required under this contract. The word does not include "data."

d. Defect. Any condition or characteristic in any supplies or services furnished by the Contractor under this contract that is not in compliance with the requirements of this clause and Section E of this contract.

e. Design and manufacturing requirements. Include measurements, tolerances, materials and finished product tests, as specifically defined in the following Engineering Release Records (ERR's) and approved ECP's listed in Attachment 3 of contract:

(1) Launcher, Rocket, Armored Vehicle Mounted; M270, ERR MI-C0904, part number 13029700-203.

(2) Rocket Pod; 298MM, M26, ERR MI123360, part number 13027900

(3) Reduced Range Practice Rocket, 13031950, part number TBD

f. Defect Free Warranty. A warranty that provides a period of time during which the Contractor repairs or replaces, at no increase in contract price, all manufacturing, material and workmanship defects that existed in the warranted item at the time of acceptance.

g. Handoff. The point at which the Government turns the items over to the using (military) unit(s), excluding foreign military customers (defined as Ft. Sill, Ok.) and the DA Form 5666-R is signed.

h. Essential Performance Requirements. The performance requirements specified in Section 3 of the Product Specifications and drawings listed on the Engineering Record Release of the warranted items, approved ECP's listed in Attachment 3 of the contract, and any amendments thereof.

i. Individual Item Coverage. Warranty coverage that requires individual warranty claim actions for each defect. These claim actions will be made only on a warranted item when the item or component of that item is sent to either the intermediate/general support facility or the higher level maintenance facility for repair or replacement.

j. Systemic Defect. Defect of a repetitive nature which are of the same root cause and affect a specific group or population of items. Root cause analysis will be conducted by the Government in accordance with technical report RF-75-2 entitled "Root Cause Analysis - A Diagnostic Failure Analysis Technique for Managers." The root cause analysis findings shall be the basis of any determination of a systemic defect. Any failure which is covered pursuant to paragraph 2.c.(i) shall not be considered a systemic defect. If a performance failure is later classified as a systemic defect, systemic warranty coverage shall apply.

k. Systemic Defect Coverage. Warranty coverage that provides protection to the lowest level of impact or expense within the affected subsystem for defects which requires a contract remedy that may cover all contract deliverables. In no event shall a defect be considered systemic if corrective action would require a design (technical data package) change under this contract to the item.

l. Failure. Breakage of a part, malfunction of a part, or damage to a part, which renders it unserviceable, or a condition which causes or would cause a warranted item to fail to meet any performance requirements. A failure is also a defect.

2. Specific Warranties

a. Design/Manufacturing Warranty

The Contractor warrants that beginning at acceptance (DD 250) and ending at handoff (or 9 months after acceptance) which ever occurs first, the M270 Launcher furnished under this contract shall be free from defects in design and manufacturing requirements defined in Paragraph 1. of this clause or any amendments to the contract.

b. Materials and Workmanship Warranty

The Contractor warrants that beginning at acceptance (DD 250) and ending at handoff (or 9 months after acceptance) which ever occurs first, the M270 Launcher furnished under this contract shall be free from all defects in materials and workmanship.

c. Performance Warranty

(i) For the period from Government acceptance until the end item is handed off to the user (or 9 months after acceptance, which ever occurs first) as verified by the applicable handoff document, the Contractor warrants that the M270 Launcher(s) will conform to all essential performance requirements as defined in l.h. While the launcher(s) are at Red River Army Depot (RRAD) or at the handoff location, Government personnel shall notify the Contractor directly at the address stated in Paragraph 7 of suspected defects. A Contractor representative shall verify the suspected defect prior to removal of any hardware from the launcher and remove the defective item.

(ii) To insure prompt notification to the Contractor of possible damage incurred during shipment of the launcher to RRAD or the handoff location, the Government will conduct an incoming and cyclic inspection within 15 days of receipt.

(iii) It is the Government's responsibility, before shipment from RRAD, to perform pre-shipment inspections to assure that the end item is operational. Appropriate certification of such inspection shall be maintained with each launcher and shall be available to the Contractor for verification upon delivery of the end item to the U.S. Army Fielding Team.

(iv) The Contractor shall provide the materials and services necessary to implement this warranty and shall assign a single point of contact to communicate with the Government on all warranty related items.

(v) The Rocket Pod is not covered by the performance warranty.

d. Systemic Warranty; applicable to all hardware:

(1) The Contractor warrants that it will provide systemic defect coverage for design/manufacturing, materials and workmanship defects of which it is notified during the applicable systemic warranty period.

(2) When the Government suspects that a systemic defect exists, the Government, at Government expense, will conduct a root cause analysis using any applicable methodology to determine if systemic contract remedies should be initiated. (See paragraph 3 for an explanation of contract remedies.) When systemic defect coverage is invoked the Contractor shall prepare a corrective action plan in accordance with DI-RELI-80254. The Contracting Officer, using the contract remedies, shall arrange with the Contractor for an inventory-wide or total asset remedy when applicable. The Contractor shall be liable for the cost of

corrective action when systemic contract remedies are indicated by the root cause analysis. In no event shall corrective action under this contract require the Contractor to accomplish a design (technical data package) change to the item.

(3) The period of the systemic warranty shall be: from the date of the DD 250 of each deliverable M270 Launcher through 24 months; and from the date of the DD 250 for the last deliverable Rocket Pod for each Program Year through 24 months for all the Rocket Pods of that Program Year.

e. ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND "FITNESS FOR A PARTICULAR PURPOSE" are excluded from any obligation contained in the contract. The Contractor shall not be liable for any loss, damage or injury to any employee or agent of the Government, or any third part, or for any incidental or consequential damages.

### 3. Remedies Available to the Government

a. The Contractor's warranties under this claim shall apply only to those defects discovered during the period specified in applicable "Specific Warranties" paragraph above and of which the Contractor is notified, in writing, within the time period specified in paragraph c(1) below.

b. If the Government determines that a warranted defect exists in any of the supplies or services accepted by the Government under this contract, the Government may, at no increase in contract price, (1) require the Contractor, at Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or (2) require the Contractor to furnish, at the Contractor's plant, the materials or parts and installation instruction required to successfully accomplish the correction or (3) if mutually agreed in accordance with paragraph 7.b to repair at a site other than Contractor's facility.

c. Defects in Materials, Workmanship, Design/Manufacturing or Performance.

(1) The Contracting Officer shall promptly notify the Contractor of the defect, in writing, (e.g. DA Form 2407) within 90 days after the defect is discovered. Notification shall include, furnishing of the applicable equipment serial number and part number of the defective part, location of the equipment, a point of contact to include telephone number, and circumstances surrounding the defect.

(2) Upon timely notification of the existence of a defect in accepted supplies, the Contractor shall submit to the Contracting Officer, in writing, within 30 days, a recommendation

DAAH01-94-C-A005  
PZ0008 Page 49

for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(3) Not later than 15 days after receipt of the recommendation for corrective action, the Contracting Officer will respond in writing, as to the remedy selected by the Government.

(4) The Contractor, notwithstanding any disagreement regarding the existence of, or responsibility for a defect, shall promptly comply with the written direction provided by the Contracting Officer in (3) above. If it is determined at a later date that an alleged defect is not a defect subject to this warranty clause, the contract price will be equitably adjusted. Failure of the parties to agree as to the existence of a defect or as to the amount of an equitable adjustment shall be considered a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

d. Systemic Defects

(1) Upon completion of Government root cause analysis, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 90 days after the defect is discovered. Notification shall include furnishing of a copy of the root cause analysis report, the applicable equipment serial numbers and part number of the defective part, location of the equipment, a point of contact(s) to include telephone number, and circumstances surrounding the defect.

(2) Upon the above notification of the existence of a defect in accepted supplies, the Contractor shall submit to the Contracting Officer, in writing and IAW DI-RELI-80254, a corrective action plan within 60 days, to allow the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(3) Not later than 30 days after receipt of the recommendation for corrective action, the parties shall agree upon the logistics of performing the warranty and the Contracting Officer shall arrange for an inventory wide or total asset remedy if applicable. This agreement shall be reflected in a supplemental agreement to this contract.

e. In the event of timely notice by the Contracting Officer of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 90 days to equitable adjust the contract price downward.

f. The rights and remedies of the Government provided in this clause:



(1) shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance;

(2) shall survive final payment;

(3) are in addition to, are not limited by, and do not limit any rights and remedies afforded to the Government by any other clause of this contract.

g. Contractor corrected or replaced supplies or parts shall be warranted to the end of the original warranty period stated in the applicable paragraph above.

h. This warranty will not, in any way, be voided by any Government performed repair, accomplished with standard Military Service Maintenance procedures, of any item, or component thereof covered by the warranty. The Government performed repairs may include the substitution of parts or components procured by the Government from another source, however, such substituted part or component and any resulting damage caused by failure of the substituted part or component are not the responsibility of the Contractor. However, all repairs to the Improved Stabilization Reference Package (ISRP) shall be repaired by the actual manufacturer during the term of this warranty.

4 Transportation Cost

a. When failed warranted items are to be returned to the Contractor they shall be transported to the Contractor's plant at Government expense via Government Bill of Lading unless agreed otherwise in accordance with the terms of this warranty.

b. Repaired Rocket Pod Containers (RP/Cs) shall be returned to the Red River Army Depot (or other designated destinations via Government Bills of Lading.

c. All other corrected warranted items shall be returned by the Contractor to Red River Army Depot at Contractor's expense.

5. Exclusions

(a) The provisions of this warranty shall not apply to warranted supplies if failure has been caused by:

(1) improper installation or maintenance by the Government not in accordance with Technical Manuals;

(2) operation contrary to the technical manuals or other written instructions provided to and approved by the Government not in accordance with Technical Manuals;

(3) repair or alteration by the Government in such a way as to induce a failure;

misuse, neglect or accident;

combat damage;

(6) improper installation or operation by the Government in other than its intended use;

(7) acts of God, subversion, riots, vandalism, or sabotage, fire, flood, explosion or damage induced or originating from sources external to the warranted supplies;

(8) damage attributable to improper packaging, crating, handling, or storage by the Government, to the extent of said damage; or

(9) any other circumstance for which the Government may expressly assume the risk.

b. Evidence of disassembly other than removal of the item for Government repair in accordance with paragraph 3.h shall void the performance warranty in its entirety with respect to the warranted item.

c. With respect to Government-furnished property (GFP), the Contractor's warranty shall extend only to the extent of proper installation unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to such modification or other work.

d. In no event shall there be warranty coverage unless the Government has delivered the warranted item(s) to the Contractor's facility in Camden, Arkansas, not later than 90 days after the end of the warranty period unless otherwise agreed to IAW the terms of this warranty.

e. The Contractor shall not be obligated to pay removal, reassemble, or handling costs when it is necessary to remove the supplies to be inspected and/or returned to the Contractor for correction or replacement.

f. The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, or other equipment necessary to accomplish the correction or replacement have been deleted from the contract by action of the Government. In the

event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability. The Government shall then be entitled to an equitable reduction in price.

g. Faded or chipped paint, scratches, dents, nicks or any other cosmetic damage which results from usual and customary use.

6. Markings:

a. At acceptance, a warranty label reflecting a performance warranty expiration date of 9 months shall be applied by the Contractor. (No label required for the systemic warranty, see para. 2(d) of this clause).

b. Warranted items delivered under this contract shall be stamped or marked IAW MIL STD-129 and MIL STD-130.

c. Marking shall be as follows:

(1) A warranty identification label or plate shall be securely applied, fastened, or attached to each LRU of the warranted item in a conspicuous location. No other items shall have a warranty label.

(2) The Contractor shall submit a warranty label plate identification to be used on the warranted item(s).

(3) The warranty label of plate identification shall be of an alternating blue and white diagonal stripe background color.

(4) The plate or label shall have imprinted the following data:

(a) Warranty: The word warranty shall be in predominate bold letters.

(b) NSN: National Stock Number shall be imprinted.

(c) TB: TB shall identify the applicable technical bulletin for warranted item(s). TB number will be provided by the Government.

(d) EXP: EXP shall indicate the date of warranty expiration by month/day/year, i.e., 12/15/86.

(e) CAGE: Contractor and Government Entity (CAGE) code shall be indicated, i.e., 96906.

7. Repair Point

a. The parties agree that, for purposes of this warranty, the normal repair point shall be:

Loral Vought Systems Corporation  
Highland Industrial Park  
Camden, Arkansas 71701

b. Warranted supplies may be repaired at another location if mutually agreed between the Government and the Contractor.

c. The Contractor, upon receipt of the direction from the Contracting Officer shall provide all material, labor, facilities, and tools needed to effect repair and shall commence to repair/replace such supplies. Repair/replacement shall be accomplished within an average of 90 days of receipt of defective items at the repair point.

d. At Government direction, the Contractor may utilize Government stocks to effect repair. At the Contractor's election, the Contractor may: (1) replace stocks used (with new, rebuilt, or serviceable parts of like value) within normal production leadtimes; or (2) reimburse Government for said items at a negotiated price.

e. In the event the Contractor is unable to effect repairs because the manufacturer of an item has discontinued operation, the Government may agree to allow the Contractor to return the item to a U.S. Army repair facility and to reimburse the Government for the repair effort at a negotiated price.

f. At its option, the Government may furnish a supply of circuit cards for the Contractor's use in a rotatable pool to expedite repair time on electronic parts. At any time the Government may, at its option, withdraw all circuit cards to Government stores. The Contractor agrees that it would not be entitled to any contract adjustment in the event the Government withdraws any of the circuit cards.

Attachment "11"  
DAAH01-94-C-A005  
PZ0008

Rotable Spares

Breeze	Qty
*505 13027524	2
*505 13029120	2
CNI	
507 13030260-600	
*507 13030280	4
*507 13209070	3
507 13030295	
*507 13030310	3
507 13030312	
507 13030313	
*507 13030314	2
507 13030315	
*507 13030317	3
507 13030322	
507 13030323	
507 13030325-1	
507 13030326	
507 13030327	
507 13030328	
*507 13030329	1
507 13030330	
507 13030332	
507 13030333	
507 13030335	
507 13030337	
507 13030338	
*507 13030339	1
*507 13030340	1
*507 13030341	1
507 13030342	
507 13030343	
507 13030344	
507 13030345	
507 13030346	
507 13030347-1	
507 13030347-2	
507 13030348	
*507 13030352	1
*507 13030353	
507 13030354	
507 13030356	
507 13030357	
507 13030358	
507 13032030	

\* Rotable Spares

DAAH01-94-C-A005

Rotable Spares

	<u>Qty</u>
Glenair	
508 13030319	
508 13030320	
508 13030320	
*508 13032050-1	20
*508 13032050-2	20
508 13032055	
508 13032056	
508 13032057	
Teledyne	
*513 13031125	6
*513 13031127	2
*513 13031129	4
*513 13032365	2
*513 13210269	6
GEC-Marconi Aerospace	
516 13026540	0
*516 13026550	2
516 13026552	0
*516 13026553	2
*516 13026653	2
*516 13026663	4
Rotek	
518 13025062	0
Vickers	
519 13025244	0
519 13027123	0
*519 13027126	3
*519 13027127	3
*519 13027137	2
Aeroquip	
521 13027120-1	0
521 13027120-3	0
521 13027121-1	0
*521 13027121-2	20
*521 13027121-3	20
521 13027122	0
521 13028906	0
* 13027536	4
*Improved Electronics Box	2
*PIM	3

\*Rotable Spares

DAAH01-94-C-A005

Page 3 of 3

Rotables Spares

	<u>Qty</u>
Lourdes	
*522 13027131	6
522 13027132	0
*522 13029626	3
Advanced Analog	
*523 13207802	4
*523 13207803	2
*523 91020-D1HXX	2
Vought Aircraft	
524 13029722-2-503	0
524 13208928-503	0
524 13208963-540	0

\* Rotable Spares

44



TAB 44

-----Original Message-----

From: Daniels, Clarence N CIV USA AMC  
Sent: Thursday, October 16, 2008 8:59 AM  
To: [REDACTED] Mr CIV USA AMC  
Cc: [REDACTED]; [REDACTED] CIV USA USACIDC; Myles, James R MG MIL USA AMC; [REDACTED] CIV USA AMC; 'fraudnet@gao.gov'; 'npftf@usdoj.gov'; 'inspector.general@usdoj.gov'; 'OIGHotline@opm.gov'; 'oversight@opm.gov'; 'criminal.division@usdoj.gov'; 'hotline@dodig.mil'; 'inspector.general@eeoc.gov'  
Subject: Information Request concerning DA Secretary Report of Investigation of DI-00-1499. (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

[REDACTED]

The OSC directed an Army Secretary investigation of DI-00-1499 more than 5 years ago with a statutory due date 60 days after the request, do you have any idea what happened between then and now?

Thanks, Clarence

-----Original Message-----

From: [REDACTED] Mr CIV USA AMC  
Sent: Wednesday, October 15, 2008 5:44 PM  
To: Daniels, Clarence N CIV USA AMC  
Subject: RE: Information/Statement Request concerning OSC, DI-00-1499. (UNCLASSIFIED)

Clarence

Thanks for the response.

I wanted to make sure you understood about the AR 15-6 investigation and my role. The investigation is part of the overall Office of Special Counsel investigation into the allegations. They directed that the Army conduct an administrative investigation (AR 15-6) into the allegations I listed below. I was assigned as the investigative officer by MG Myles.

I took your response to mean you do not have anything further to add to what you have already submitted.

Thanks again for your reply.

[REDACTED]

-----Original Message-----

From: Daniels, Clarence N CIV USA AMC  
Sent: Tuesday, October 14, 2008 5:32 PM  
To: [REDACTED] Mr CIV USA AMC

Cc: [REDACTED]; [REDACTED] CIV USA USACIDC; 'doj.prao@usdoj.gov';  
'OIGHotline@opm.gov'; 'fraudnet@gao.gov'; Myles, James R MG MIL USA AMC;  
'oversight@opm.gov'; 'inspector.general@usdoj.gov';  
'criminal.division@usdoj.gov'; 'hotline@dodig.mil'; [REDACTED] CIV USA AMC  
Subject: Information/Statement Request concerning OSC, DI-00-1499. (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

[REDACTED]

All affidavits and privacy statements concerning my disclosures delineated in Office of Special Counsel (OSC) case DI-00-1499, including those of DA management whistleblower reprisals and prohibited personnel practices, are a matter of record with the OSC and the CID.

The required Army Secretary Report of Investigation and DA reporting of my allegations contained in OSC case DI-00-1499 is more than 5 years past due the completion date required by statute.

I have no present knowledge of your responsibility of conducting a AR 15-6 investigation into the issues and allegations that I raised with both AMCOM and PEO management almost nine years ago and some five years after the OSC required DA Secretary report of investigation due date.

Any on-going investigations that I would be aware of at this point in time would be at the Department of Army or Congressional level. The following list of individuals may be able to provide you with additional information concerning the 5 year delinquent DA Secretary Report of Investigation or any other on-going investigations or Congressional inquiries.

[REDACTED]  
Attorney  
U.S. Office of Special Counsel

[REDACTED]  
Special Agent  
USA USACIDC

[REDACTED]  
Alice H. Martin  
US Attorney, Northern District of Alabama  
1801 Fourth Ave., North  
Birmingham, AL 35203-2101  
(205)244-2001

[REDACTED]  
Major, US Army  
Deputy Staff Judge Advocate  
USACIDC  
[REDACTED]

Thank you,  
Clarence N. Daniels  
Contract Specialist  
[REDACTED]

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-----Original Message-----

From: [REDACTED] Mr CIV USA AMC  
Sent: Tuesday, October 14, 2008 10:08 AM  
To: Daniels, Clarence N CIV USA AMC  
Subject: Information/Statement Request

Clarence

1. As you may be aware, MG Myles assigned me the responsibility of conducting a AR 15-6 investigation into the issues and allegations you raised with the Office of Special Counsel. Specifically, the allegations that I have been directed to address are as follows:

a. The Multiple Launch Rocket System (MLRS) Project Office utilized unauthorized Technical Direction Letters (TDLs) to improperly grant Lockheed Martin additional funding. Specific elements of the allegation are:

- The Project Office issued several TDLs under the Industrial and Engineering Services (IES) contract for tasks that were already included in the price of the production contract.

- The Project Office approved TDLs for tasks which the government had funded under research and development contracts DAAH01-92-C-0432 and DAAH01-95-C-0329.

- Improperly issued TDLs included TDL TR-99-001A (revision B), TDL LM-98-03, TDL IL-99-01, TDL PT-P-99-020 and TDL LO-99-05.

b. The Government Accepted Non-Conforming and Unsafe MLRS Launchers from Lockheed Martin. Specific elements of the allegation are:

- AMCOM accepted and deployed to the field M270A1 launchers that did not satisfy critical safety requirements, including the "uncommanded cage movement", that Program Office knew about the deficiencies in 2000, did not alert the contracting office until two years had elapsed and authorized the contractor to continue deliveries of unsafe launchers.

- Lockheed Martin failed to provide a safety assessment report for the M270A1 launcher as it was required to do under the contract. The MLRS Project

Office improperly expended appropriated funds to contract with another contractor to provide an Independent Safety Assessment for which Lockheed Martin was contractually obligated.

- Lockheed Martin failed to provide a safety assessment report for the M270A1 launcher as it was required to do under the contract. The MLRS Project Office improperly expended appropriated funds to contract with another contractor to provide an Independent Safety Assessment for which Lockheed Martin was contractually obligated.

- Lockheed Martin presented the Government with a safety assessment in October 2002 that reported more serious deficiencies than previously reported, some deemed to be "catastrophic", and that based on this new information the Safety Office concluded that the M270A1 launchers were not compliant with MIL-PRF-35500. The information in the safety report caused the Contracting Officer to halt acceptance of the launchers. The launchers were defective and useless to the military until the Government expended more money to render the launchers safe and compliant.

c. The Government deployed launchers that pose a substantial and specific danger to the safety of the soldiers; and The Army relied on Fielding Operating Restrictions to mitigate potentially catastrophic dangers rather than design features as required by Military Standard 882 (MIL-STD-882).

2. If you would like to provide me with information to include or consider in the investigation, I will be happy to get a sworn statement and Privacy Act Statement from you to include in the file. The statement will need to be entered on the attached DA Form 2823, signed by you and witnessed/signed by me (you will keep a copy signed by both of us for your records) and I will need a signed Privacy Act Statement (also attached) as well.

3. If you have any questions or need further information, please contact me at the email address above, or at [REDACTED]

Thank you.

[REDACTED]  
Investigative Officer  
Classification: UNCLASSIFIED  
Caveats: NONE

Classification: UNCLASSIFIED  
Caveats: NONE

45

TAB 45

28-Apr-99

1. ENGINEERING SERVICES CONTRACT. In accordance with Engineering Services Contract DAAH01-87-C-0157, CLIN0009 (Range Option). ESMS 1.8.100; 2.8.100; 3.8.100 and 4.8.100 are allocated for the following activities:
2. SCOPE: This TDL cancels TDL #TM-98-01 Analysis for Fire Control System Enhancement and TDL #2 Digitized Cell Initiative. Further, this TDL redirects all remaining hours from those two TDLs to continue porting the M270A1 Software from the VADs/Rational environment to the commercial VxWorks operating system and to continue efforts to integrate and qualify a Digitized Cell (DC) capable of supporting the requirements for Force XXI Embedded Battlefield Command (EBC) applications.
3. Continue the re-hosting of the LMVS developed CSCIs in version Bravo (OT) software to the VxWorks operating system operating on a PowerPC based Executive Processor (EP).
4. Upgrade test equipment necessary to support the VxWorks effort.
5. Support the lab integration of the PowerPC based EP into the development environment consisting of test racks and lab LRUs.
6. Start the re-hosting of the Allied Signal Position/Navigation Unit software to VxWorks operating on a 486-66 based processor.
7. Continue the re-hosting activities of Man Machine Interface and Communications Manager to the new digitized cell.
8. Procure necessary hardware to develop a stationary and mobile test set capable of supporting the LRIP and Digitized Cell Architectures.
9. Conduct studies to define approaches that could be used to provide the necessary Soldier Machine Interface capable of meeting the requirements of the First Digitized Corp (FDC) needs. Document findings and recommendations in a final report.
10. Support as required meetings and discussions that deal with FDC needs.
11. Complete Digitized Cell Trade Studies.
12. DELIVERABLES: Deliver final reports for SMI and DC trade study approaches by 31 May 1999. On a as needed basis, informal reports and briefings may be required by the Government during the time frame of this effort to assist the Government in decision making.



13. Re-Allocation of Hours by ESMS:

ESM 1.8.100 - System Engineering:	33,555
ESM 2.8.100 - Configuration Mgt:	233
ESM 3.8.100 - Product Assurance and Test:	1,806
<u>ESM 4.8.100 - Logistics:</u>	<u>641</u>

Total Hours 36,235


14. No additional funding is required.

TECHNICAL DIRECTION LETTER LM-98-03  
Stop STEP/Continue Rehost


29-Apr-99

*af*   
MLRS Program Management

29 Apr 99  
Date

  
Project Manager/Deputy Project Manager

30 April 99  
Date

  
Contractor Signature  
Signifying Receipt of Task

13 May 1999  
Date

46

TAB 46

TECHNICAL DIRECTION LETTER #1  
ANALYSIS FOR FIRE CONTROL SYSTEM ENHANCEMENT

1. **ENGINEERING SERVICES CONTRACT.** In accordance with Engineering Services Contractor DAAH01-98-C-0157, CLIN 0009 (Range Option), ESMs 1.8.100; 2.8.100; 3.8.100; & 4.8.100 hours are allocated for the following activity.
2. **OBJECTIVE.** The objective of this TDL is to decrease future MLRS launcher unit and sustainment cost. Specific objectives are to reduce the Production Cost of the Launcher Interface Unit (LIU), Weapon Interface Unit (WIU), Position Navigation Unit (PNU), Power Switching Unit (PSU), and the Fire Control Panel (FCP) by fifty percent (50%) of the Production Unit Cost of \$958K per contract DAAH01-98-C-0138 and to decrease the projected sustainment Cost of the IFCS by thirty percent (30%). The projected sustainment cost of the IFCS is \$461.6M and is based on the LMVS PRICE-HI Model (800 Launchers, 20 years) dated May 4, 1998.
3. **REQUIREMENTS.** Perform cost/trade studies and analyses for a low cost fire control system that meets the requirements of the M270A1 Launcher System as defined in MIL-PRF-35500. Additionally, any hardware/software under review must be compatible with MLRS JTA-A Migration Plan. Methodologies include, but are not limited to:
  - a. **CAIV.** Identify potential requirement changes, perform cost analysis, and present recommendation. Examine and analyze for cost savings potential MLRS IFCS requirements including, but not limited to, the following:
    - 1) Technical requirements generated for future weapons. Examples are the PNU azimuth pointing accuracy that was not allocated from a weapon/launcher error budget and the requirement to supply 50-amp power to the pods.
    - 2) Environmental and nuclear requirements.
  - b. **NEW TECHNOLOGY.** Identify and recommend the utilization of new technology for cost reduction where possible. As a consequence of rapid advancement in the electronics industry, the MLRS Improved Fire Control System (IFCS) design is based on technology that now is several generations old. As a result, there is potential for combining functionality on fewer chips, fewer boards, for fewer LRUs.
  - c. **COMMERCIALIZATION.** Work with vendors to utilize lower cost to achieve the required functionality and performance of the MLRS launcher.
  - d. **OBSOLESCENCE MANAGEMENT.** Develop a preliminary obsolescence management plan/process. The plan will include the management of electronic parts obsolescence that will become the sole responsibility of the prime contractor and his subcontractors/vendors. The plan/process must address:
    - 1) Upgrade and parts incorporation philosophies and methodologies;
    - 2) Processes (Test, Analysis, Demonstration, etc.) for ensuring parts upgrades will not degrade performance.
  - e. **WARRANTIES.** Define preliminary, recommended LRU warranties for a period to be determined, but certainly five to ten years, to reduce logistics support and sustainment costs. Preliminary cost/performance impacts of such warranties shall be examined and reported.
  - f. **CONTRACTOR LOGISTICS SUPPORT/PRIME VENDOR SUPPORT.** Identify and analyze candidate logistics support processes to be utilized and report results and submit recommendations.
  - g. **HORIZONTAL TECHNOLOGY INSERTION.** Explore opportunities to use HTI to the maximum extent possible.
4. **INDUSTRY SEARCH.** Conduct industry search to identify requirement trade options and potential vendors and candidate low cost solutions for MLRS implementation.

### TECHNICAL DIRECTION LETTER #1 ANALYSIS FOR FIRE CONTROL SYSTEM ENHANCEMENT

- 5. ASSUMPTIONS. The MLRS Program shall be produced in sufficient quantities to equip the combined production/remanufacture number of M270A1 and HIMARS launchers to be procured annually. No long-term, multiyear buys are assumed.
- 6. DELIVERABLES. Deliver Interim Cost/performance Trade Reports by 30 November 1998 including methodologies, interim results and recommendations and Final Cost/Performance Trade Reports by 31 March 1999. Final reports will include options and a recommended approach that will facilitate moving forward to the award of a follow-on contract. Informal interim reports and briefings may be required by the Government from time to time during the period of performance to assist the Government in decision making.
- 7. HOURLY ALLOCATIONS BY ESMs:

- a. ESM 1.8.100-SYSTEM ENGINEERING: 10,067
- b. ESM 2.8.100-CONFIGURATION MANAGEMENT: 528
- c. ESM 3.8.100-PRODUCT ASSURANCE/TEST: 728
- d. ESM 4.8.100-LOGISTICS: 1,057
- e. TOTAL EFFORT- 12,380 HOURS

[Redacted Signature]

CONCURRENCE BY INITIATING DIVISION CHIEF

21 AUG 98  
DATE

[Redacted Signature]

CONCURRENCE BY CHIEF, MLRS PROGRAM MANAGEMENT

26 Aug 98  
DATE

[Redacted Signature]

PROJECT MANAGER/DEPUTY PROJECT MANAGER SIGNATURE

21 Aug 98  
DATE

[Redacted Signature]

CONTRACTOR SIGNATURE  
SIGNIFYING RECEIPT OF TASK

26 Aug 98  
DATE

47

TAB 47



26-98 16:05

P.04

### TECHNICAL DIRECTION LETTER #2 DIGITIZED CELL INITIATIVE

1. ENGINEERING SERVICES CONTRACT. In accordance with Engineering Services Contract DAAH01-98-C-0157, CLIN 009 (Range Option), ESMs 1.8.100; 2.8.100; 3.8.100; 4.8.100 hours are allocated for the following activities.
2. SCOPE: The scope of this TDI, is to conduct the industry search and source selection of a fire control panel and interface hardware/software to support a separate follow-on maturation contract to procure and qualify, thru tests, a new fire control panel system to meet Force XXI Battle Command Brigade and Below (FBCB2) applications. Also, this same activity shall be conducted for a replacement executive processor card.
3. Modify the M270A1 Fire Control System design as defined in MIS-46307E to incorporate the capabilities of Force XXI Battle Command Brigade and Below (FBCB2). Perform industry trade study and required analysis to identify Fire Control Panel replacement hardware that supports both the Fire Control System Man Machine Interface and FBCB2 applications using a single display.
4. Perform industry trade study and required analysis to identify replacement Executive Processor Circuit Card Assembly for use in the M270A1 Fire Control System.
5. Rehost M270A1 Computer Software Configuration Items (CSCIs) to a commercial off-the-shelf operating system or systems.
6. Modify the LMVS M/OM Integration Facility to support efforts associated with this TDI. This modification will support the integration of an improved Fire Control Panel (now known as a Digitized Cell), the Executive Processor and commercial off-the-shelf operating system integration activities.
7. Complete processes to support Streamlined Acquisition of Digitized Cell and Executive Processors from selection to production readiness.
8. DELIVERABLES: Deliver interim cost and performance trade reports by 31 December 1998. Deliver final cost/performance trade reports by 31 March 1999. Final reports will include options and recommended approach that will facilitate moving forward to the possible award of a follow-on contract. On a as needed basis, informal reports and briefings may be required by the Government during the time frame of this effort to assist the Government in decision making.
9. Allocation of Hours by ESMs:

ESM 1.8.100-SYSTEM ENGINEERING:	42,717
ESM 2.8.100-CONFIGURATION MGT:	1,278
ESM 3.8.100-PRODUCT ASSURANCE/ TEST	4,357
ESM 4.8.100-LOGISTICS	1,268
<b>TOTAL HOURS</b>	<b>49,620</b>

CONCURRENCE BY INITIATING DIVISION CHIEF

DATE

26 Aug 98

CONCURRENCE BY CHIEF, PROJECT PROGRAM MANAGEMENT

DATE

26 Aug 98

PROJECT MANAGER/DEPUTY PROJECT MANAGER SIGNATURE

DATE

26 Aug 98

48

TAB 48

- I. In accordance with MLRS Industrial Engineering Services (IES) contract DAAH01-98-C-0157, ESM's 1.9.100 and 3.9.100 (sub ESM 3.9.105 - M270A1), Lockheed Martin Vought Systems (Vought Systems) is requested to perform the following tasks:
  - A. Provide management and support to the M270A1 Launcher Program:
    1. Mechanical Systems: Provide Product Design, Design Support, and Structural Technologies Support to Camden, Marconi, and Vickers (5,000 hours).
    2. Electronic Systems: Provide Electronic Systems Technical support to Camden, Harris, and AlliedSignal; upgrade the MLRS SPORT Test Set (MST) and the Launcher Adapter Group (LAG) to support M270A1 OT; develop a LAG Level 2 TDP and update the MST TDP (2,840 hours).
    3. Systems Engineering: Provide Systems Engineering support to Camden, Harris, AlliedSignal, Marconi, and Vickers; Coordinate Launcher-to-Munitions interface requirements and develop/maintain the resultant interface specification(s) (832 hours).
    4. Specialty Engineering: Provide Reliability Engineering, Safety Engineering, Human Factors Engineering, and Maintainability Engineering Support; develop an electronic reliability and maintainability database for the fielded M270A1 (2,006 hours).
    5. Provide Management support to all IES Upgrade support efforts to include: (1,909 hours)
      - Perform M270A1 trade studies and evaluate alternatives to reduce procurement costs. Provide recommendations to PEO, Tactical Missiles, SFAE-MSL-ML-IL and SFAE-MSL-MS-LO, for evaluation.
      - Support M270A1 cost reduction initiatives by the Cost of Ownership Reduction IPT.
      - Provide liaison and coordination with other Vought Systems technical managers, MFOM Integration Program Management, Fire Support Program Management and PEO, Tactical Missiles, SFAE-MSL-ML-IL.
      - Ensure cost and schedule control. Define cost, scope and schedule requirements for revised or new remanufacturing planning tasks in coordination with PEO, Tactical Missiles, SFAE-MSL-ML-IL. Provide management, technical and financial reports as required.
    6. Travel as directed by PEO, Tactical Missiles, SFAE-MSL-ML-IL, and/or Vought Systems Management to support related efforts. Attend bi-weekly, monthly, quarterly, semi-annual and annual M270A1 MLRS related meetings as required.

4/28/99

rec'd

50000000 - 117

B. The estimated hours for tasks 1-6 by ESM:

1.9.100 - 11,081

3.9.100 - 1,506

Total hours - 12,587 (\$1,316,600.20)

II. The period of performance shall extend through March 31, 2000.

III. The Vought Systems POC for this TDL is A.E. FitzGerald (972-603-2093)/D. R. Shipp (972-603-1338) and the AMCOM POC is LTC S. D. Kreider (256-955-7981).

[Redacted Signature]

Concurrence By Initiating Product Manager

28 Apr 99

Date

[Redacted Signature]

Concurrence By Chief, MLRS Program Management

28 Apr 99

Date

[Redacted Signature]

Deputy Project Manager Signature

29 Apr 99

Date

[Redacted Signature]

Contractor Signature  
Signifying Receipt Of Task

13 May 1999

Date

49

TAB 49

Technical Direction Letter PT-P-99-020

1. In accordance with MLRS Industrial Engineering Services Contract DAAH01-98-C-0157, CLIN 0011, ESMs 1.9.100, 3.9.100, 4.9.100.

a. Objective:

To conduct the IFCS Maintainability Demonstration Dry Run and the Formal IFCS Maintainability Demo

b. Task:

LMVS is to complete the preparation for and conduct the IFCS Maintainability Demonstration (M Demo) LRU Dry Runs. LMVS is also to perform a formal IFCS M Demo during 3 - 28 May 99. The government will select 50 faults to be demonstrated during the IFCS M Demo. LMVS shall demonstrate that at least 95% of the inserted faults will be detected and isolated to the LRU Level using the 21 Apr 99 Engineering Release Software Version. The M Demo Dry Run and the formal IFCS M Demo shall be conducted per the applicable portions of the IFCS M Demo plan that was developed under contract DAAH01-92-C-0432. The M Demo Dry Run and the formal IFCS M Demo shall be conducted using the M270A1 Launcher, MLRS Sport Tester (MST) and the IFCS Console. The software and the Interactive Electronic Technical Manual (IETM) shall be updated as a result of the M Demo Dry Runs as required. LMVS shall provide status reports to the MLRS Project Office of the M Demo Dry Runs and the formal IFCS M Demo. In addition, LMVS shall provide a final report to the MLRS Project Office for the IFCS M Demo.



Technical Direction Letter PT-P-99-020

2. The estimated hours for this task is 2477 hours (ESM 1.9.100 – 1797 hours, ESM 3.9.100 – 420 hours, ESM 4.9.100 – 260 hours). The breakouts of the hours are as follows:

<u>LMVS Hours</u>	<u>IES 1999</u>
Maintainability	420 Hrs (3.9.100)
System Engineering	137 Hrs (1.9.100 - Allied Signal)
System Engineering	380 Hrs (1.9.100 - Harris)
System Engineering	260 Hrs (1.9.100)
Software	720 Hrs (1.9.100)
Electronic Systems (Support Equip)	40 Hrs (1.9.100)
Electronic Systems (Lab Support)	260 Hrs (1.9.100)
Logistics	260 Hrs (4.9.100)
Total Hours	2477 Hrs
Total Cost (@ \$104.60/Hr)	\$259,094.20

3. The task is expected to be completed in 3 months.

4. The LMVS POC is [REDACTED] and the MLRS POC is [REDACTED]

APPROVAL FOR TECHNICAL DIRECTION LETTER PT-T-99-020

[Redacted]

Chief, Product Assurance &  
Test Division  
MLRS Project Office  
(Initiating Office)

28 April 99  
Date

[Redacted]

Chief, Program Management Division

28 Apr 99  
Date

[Redacted]

MLRS/Project Manager/  
Deputy Project Manager

30 Apr 99  
Date

[Redacted]

Lockheed Martin Vought Systems

13 May 1999  
Date

Acknowledgement  
Noted

MLRS Project Manager/  
Deputy Project Manager

Date

50

TAB 50

Technical Direction Letter - M270A1 IETMs #LO-99-05

11 Aug 99

In accordance with System Engineering and Industrial services Contract DAAH01-98-C-0157, CLIN 00018, ESM 4.9.200 request that Lockheed Martin Missiles and Fire Control perform the following task(s):

Background:

1. The development of the M270A1 IETM includes incorporation of legacy technical manual information from all M270 launcher operation and maintenance manuals that are not changed by modification of the launcher software or hardware. Incorporation of this information requires changes to the legacy data format to integrate this data within the M270A1 technical data. Additionally, all legacy maintenance and operational tasks must be validated on an operational system to insure that the procedures are accurate and understandable to the operators and maintainers. In many cases the format of the legacy information must be altered substantially to insure that the IETM format is consistent.

2. The M270A1 software development cycle necessitated continual update to the system operating and maintenance instructions. These changes invalidated much of the effort expended in validating the M270A1 operating and maintenance procedures. An additional effort was expended to track changes causing expenditure of budget planned for use in the jointly developed publications (1999-2000 publications schedule). Current funding to support this effort is inadequate.

Requirements:

1. Review legacy operation and maintenance procedures within the M270A1 for consistency and update the format and content as necessary.
2. Update the M270A1 Validation plan and validate the correctness and completeness of all legacy operation and maintenance tasks in the IETM.
3. Validate any additional or changed operation and maintenance tasks necessitated by changed process or hardware.
4. Perform all remaining tasks on the 1999-2000-publication schedule.

Estimated Hours: 1300 Hours

Estimated Dollar Value: \$124,007 (\$95.39 x 1300)

Estimated Completion Date: 31 Mar 2000

CONCURRENCE BY INITIATING  
DIVISION CHIEF

DATE

10 Aug 99

CONCURRENCE BY CHIEF,  
MLRS PROGRAM MANAGEMENT OFFICE

DATE SIGNATURE OF MLRS PROJECT MANAGER/DEPUTY PROJECT MANAGER

8/16/99

CONTRACTOR SIGNATURE DATE  
SIGNIFYING RECEIPT OF TASK

COMPANY

ACKNOWLEDGMENT  
NOTED

SIGNATURE OF MLRS PROJECT MANAGER/DEPUTY PROJECT MANAGER DATE



51

TAB 51



07/06/99

Subject: Technical Direction Letter TM99-009

1. In accordance with Engineering Services contract DAAH01-98-C-0157, CLINs 0010 and 0011, ESMs 1.9.100 and 4.9.100, LMVS is directed to perform the following tasks:

a) Provide on-site technical and analytical support to the MLRS Program Management Office. LMVS personnel will be permanently relocated to Huntsville. The assigned personnel will perform specific tasks as requested by the MLRS PMO. Travel, as required, will be covered under this effort.

2. The estimated ROM effort for this task is 3,000 hours and the period of performance extends through 31 March 2000. The breakdown by CLIN and ESM is as follows:

CLIN 0010: ESM 1.9.100 - 500 hours, ESM 4.9.100 - 500 hours

Total CLIN0010:  $\$113.31 \times 1000 = \$113,310$

CLIN 0011: ESM 1.9.100 - 1,500 hours, ESM 4.9.100 - 500 hours

Total CLIN0011:  $\$104.60 \times 2000 = \$209,200$

Grand Total for this effort: \$322,510

3. The AMCOM POCs are Billy Crosswhite, 256-876-4662, and Carlos Kingston, 256-876-3779. The LMVS POCs are Matt Stone, 972-603-1878, and Jim Wilson, 256-876-1518.

This TDL was withdrawn by the MLRS, PMO after it was revealed that this was an attempt to place excess LMMFC employees under the government IES contract.

*Clarence N. Daniels*  
Clarence N. Daniels  
Contract Specialist

52

TAB 52

52A

## STATEMENT OF WORK

Fiscal Years (FY) 98/99

M270A1 Launcher

June 29, 1998

### 1.0 SCOPE INTRODUCTION

1.1 FY-98. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein.

1.2 FY-99. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to remanufacture the LAUNCHER, ROCKET: M269 to an operational and serviceable (Condition Code A), upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein. In addition the contractor shall produce new M270A1 Launchers to meet the M270A1 requirements defined herein.

### 2.0 GENERAL

#### 2.1 FY-98

2.1.1 The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269, apply those components of MWO 9-1055-648-50-2M270A1 MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.1.2 The Government will provide LAUNCHER, ROCKET: M269's and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

#### 2.2 FY-99

2.2.1 The contractor shall, upon receipt of the LAUNCHER, ROCKET: M269, remanufacture the LAUNCHER, ROCKET: M269 to Condition Code A and upgrade in accordance with (IAW) paragraph 5.2.1 herein. Upon receipt of the remanufactured M993A1 from the Government, the contractor shall integrate the remanufactured

100  
100 75

LAUNCHER, ROCKET: M269A1 to the originally associated remanufactured M993A1 to form the remanufactured M270A1 launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.2.2 The Government will provide LAUNCHER, ROCKET: M269's and remanufactured and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

2.2.3 The contractor shall produce new M270A1 launchers to meet the performance requirements of MIL-PRF-35500.

### 3.0 INSPECTION AND ACCEPTANCE

#### 3.1 Quality

3.1.1 Quality System: The contractor shall develop, implement and maintain a quality system. The system shall provide controls of process and product characteristics and include criteria and methodology that are used to validate conformance to performance specifications and to achieve continuous improvement. The quality system shall be integrated with other functional areas in the design, test, production and management processes.

3.1.2 Special Equipment: The contractor shall design, develop, fabricate, procure, and/or upgrade existing special tooling, special test equipment, and special inspection equipment, as necessary in support of M270A1 production. The inspection shall be capable of measuring or testing to accuracy representing one tenth or less, of the prescribed product tolerance. The contractor to verify that the special equipment will perform the function for which it has been designed shall perform a special equipment validation/proofing. The Government reserves the right to observe the validation activities. The special equipment design shall represent the final production configuration. The contractor shall obtain government approval prior to fabricating, procuring and/or modifying equipment. Any computer based special equipment shall be certified by the contractor to be Year 2000 compliant.

3.1.3 Supplier Qualification: The contractor shall assure qualification of all vendors.

#### 3.2 Production Qualification Test

3.2.1 The contractor shall perform a flight test at White Sands Missile Range using an M270A1 Launcher that is representative of the manufacturer's production processes. The M270A1 Launcher shall meet the performance requirements of MIL-PRF-35500 prior to and after flight tests. The flight tests shall consist of 10 Basic MLRS Rockets and 1 ATACMS. Test plans shall be prepared IAW DI-NDTI-80759. Test reports shall be prepared IAW DI-NDTI-80809.

3.2.2 Production qualification testing of Line Replaceable Unit's (LRU) and the quantities of LRU's to be tested shall be at the discretion of the contractor. The contractor shall base the need for testing on time from last production, major design changes or production changes and significant changes in the production facility.

3.3 Final Acceptance. The contractor shall perform a production Acceptance Test and a Production Reliability Test (PRAT) on each M270A1 Launcher, as specified in MIS-PRF-35500. The contractor shall prepare both an Acceptance Test Plan (ATP) and a Production Reliability Acceptance Test (PRAT) plan IAW DI-NDTI-80759. Results of PRAT shall be prepared IAW DI-NDTI-80809. The M270A1 Launcher shall pass the Acceptance Test and PRAT prior to being delivered to the Government.

#### 4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)

4.1 The contractor shall prepare GFE Status Report IAW DI-ILSS-80620.

#### 5.0 CONFIGURATION OF HARDWARE TO BE DELIVERED.

##### 5.1 FY-98

5.1.1 Existing Hardware; Maintenance and Modifications Requirements. The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269 less the components defined in exhibit 1 of this SOW, apply those components of MWO9-1055-648-50-2 M270A1 MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

##### 5.2 FY-99

5.2.1 Existing Hardware; Maintenance and Modifications Requirements.

5.2.1.1 The contractor shall apply the following DMWR'S, Modification Work Orders (MWO), Engineering Change Proposals (ECP) and Engineering Orders (EO) to upgrade the M269:

- DMWR 9-1425-646-1 Launcher, Rocket, and Armored Vehicle Mounted: M270
- DMWR 9-1425-646-2 Launcher, Rocket, and Armored Vehicle Mounted: M269
- ECP MI-C-1372R1 IPDB Connector Gaskets, Testing
- ECP MI-C-1429 Harness Trough Door Hinge Change
- ECP MI-C-1446 Elevation Actuator Anti-Rotation Keys
- ECP MI-C-1451 Hoist Carriage Assembly Limit Switch
- ECP MI-C-1484A1 Duffel Bag Assembly Container
- ECP MI-C-1494 Caterpillar Roller Assembly MOD
- ECP MI-C-1499 Storage Container Hold Down Change

ECP MI-C-1548 Hoist Hook Return Spring  
ECP MI-C-1551 Rocket Pod Hold Down MOD  
ECP MI-C-1643 Elevation Actuator Rod Lubricator  
ECP MI-C-1793 Hook & Pulley Assembly, Hoist-Bolt Removal  
Drawing 13210657 - Hoist Bumper, Installation  
MWO 9-1425-646-50-18 Upper Elevation Actuator Attached Fitting

5.2.1.2 The contractor shall apply those components of MWO 9-1055-648-50-2 M270A1 MOD necessary to upgrade the remanufactured M269 to a M269A1.

5.2.1.3 The contractor shall, upon receipt of a GFE M993A1 from the Government, integrate the M269A1 to the originally associated GFE M993A1 to form the M270A1 launcher. The integrated M270A1 LAUNCHER shall meet the performance requirements of MIL-PRF-35500.

5.2.2 New M270A1 launchers shall be IAW the contractors Product Definition Data Package (PDDP) and meet the performance requirements of MIL-PRF-35500.

5.3. Replaced Components. All spare LRU's removed from the GFE M270 launchers by the Contractor shall be documented on DD Form 1149 and returned to Red River Army Depot in an "as is" condition. All other components and/or parts removed from the GFE M270 launchers by the Contractor and replaced as a result of either the M270A1 modification/integration or remanufacture of the GFE M269 shall be managed in accordance with Contractor's Camden Property Control Operating Procedure (PCOP) No. 48.

## **6.0 CONFIGURATION MANAGEMENT (CM)**

6.1 The contractor shall implement and maintain a configuration management (CM) system, including software CM, configuration control, configuration status accounting, configuration identification and configuration audits.

6.1.1 Configuration Identification. The configuration identification for the M270A1 shall consist of the Government controlled Product Performance Baseline and the contractor controlled Product Baseline.

6.1.2 Product Performance Baseline (PPB). The Government Product Performance Baseline shall consist of:

MIL-PRF-35500 M270A1 Performance Specification  
MIS-48648 Improved Fire Control System ICD  
MIS-35360 Electrical and Mechanical Interface Definition between LDS/IFCS  
and M993 Carrier for M270A1 Launcher  
11508910/01 MLRS FCS Version 6.0 ICD, International  
11508910/02 MLRS FCS Version 6.0 ICD



MIS-48758 Fire Control Panel, Development Specification,  
MIS-48650 ICD for Fire Control Panel MC  
MIS-48764 Weapon Interface Unit Development Specification  
MIS-48652 ICD for Weapon Interface Unit  
MIS-48784 Power Switching Unit Development Specification  
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MIS-35361 Performance Specification for the MLRS Improved Launcher  
Mechanical System  
MIS-35362 Hydraulic Pump Unit  
MIS-35363 Hydraulic Reservoir Unit  
MIS-35364 Hydraulic Heat Exchanger Unit  
MIS-35365 Azimuth Drive Unit  
MIS-35366 Hydraulic Swivel Unit  
MIS-35367 LDS Azimuth and Elevation Hydraulic Motor Unit  
MIS-35368 Elevation Transmission Unit  
13213307 Elevation Angle Drive Unit  
MIS-35370 Hydraulic Hoses and Tubes  
13213267 Battery Box Unit  
13213268 Battery Box Cover  
13213269 Crew Storage Box  
13213270 Crew Storage Box Cover  
MIS-48651/1 Launcher Interface Unit Electrical ICD.  
MIS-48776/1 Commercial Item Description Specification for the Launcher  
Interface Unit

6.1.3 Product Baseline (PBL). The Product baseline shall consist of the contractor controlled Product Definition Data Package (PDDP). The PDDP shall be adequate for provisioning and procurement of spare parts, manufacturing, retrofit, installation, test, inspection, qualification, and acceptance of the M270A1 and its components. The PDDP shall be for tactical hardware and software, special inspection equipment, and support equipment and tools. Contractor shall prepare product drawings and associated lists IAW DI-DRPR-81000. For items, components, and processes for which the contractor would assert "Limited Rights" in detailed design data, the contractor shall submit form, fit, and function configuration documentation that is adequate for procurement from other sources of functionally and physically interchangeable items, components and processes. Otherwise, the contractor shall submit configuration documentation with unlimited rights. It is noted that in accordance with the Rights in Technical Data and Computer Software clause, DFARS 252.227-7013-(b) (1), form, fit, and function data shall be delivered with unlimited rights to the government.

6.2 Configuration Documentation (CD). Contractor and Government Entity (CAGE) codes assigned by the government shall appear on all M270A1 peculiar drawings and specifications. Government assigned drawings numbers shall be required for top assembly drawings only. The CD to be prepared under this SOW shall be as follows:

a. Product Drawings- Product drawings and associated lists shall be prepared IAW DI-DRPR-81000. The product drawings and lists are defined as all drawings and data required to produce, maintain and provide spare for the M270A1 launcher, as reflected in the contractor's PDDP.

b. A launcher to munitions ICD shall be prepared IAW DI-CMAN-81248 to define the launcher to munitions interface.

6.2.1 Contractor Use of CD. The contractor (and his subcontractors) shall use the CD as specified above for process sheets, fabrication, and procurement of spare parts, inspection and test of hardware/software produced under this SOW.

6.2.2 Classified CD. All CD containing classified information shall be marked and handled IAW DOD 5220.22-M.

6.3 TDP Option (New Launchers). The contractor shall integrate the ILMS and IFCS modification kit technical data packages, as well as all other applicable improvements, into a common complete production technical data package for the M270A1 configuration. For items, components, and processes for which the contractor would assert "Limited Rights" in detailed design data, the contractor shall submit form, fit, and function configuration documentation that is adequate for procurement from other sources of functionally and physically interchangeable items, components and processes. Otherwise, the contractor shall submit configuration documentation with unlimited rights. It is noted that in accordance with the Rights in Technical Data and Computer Software clause, DFARS 252.227-7013-(b) (1), form, fit, and function data shall be delivered with unlimited rights to the government.

#### 6.4 Configuration Change Control

6.4.1 Government Change Control. Documentation that is Government controlled shall be changed only as a result of a Government approved Engineering Change Proposal (ECP) prepared IAW DI-CMAN-80639 with Notices of Revision (NOR) prepared IAW DI-CMAN-80642. Documentation prepared for Government control as a result of this SOW shall be provided with an Engineering Release Record (ERR) prepared IAW DI-CMAN-80463. Electronic transfer of information shall be used to the maximum extent possible.

6.4.2 Request for Deviation (RFD) and Request for Waiver (RFW). A RFD or RFW shall be prepared IAW DI-CMAN-80640 and DI-MAN-80641, respectively, against Government controlled documentation. The RFD/RFW shall include not only a detailed description of the alternative, but also sufficient justification and technical qualification status to allow for complete Government evaluation.

6.4.3 The contractor shall follow the CMP for change control against technical documentation under his control. The Contractor shall allow Government attendance at the Contractor's Configuration Control Board (CCB). The contractor shall provide internally approved product baseline changes to the Government for information purposes. The contractor shall submit changes to the product baseline IAW DI-ILSS-81309 and DI-DRPR-81000. All documentation supporting the change decision shall also be included. Changes to the product baseline shall result in a common configuration for Government operational use and maintenance activities that provides for interchangeability and interoperability to the replaceable part level. Any changes which are assessed by the Government to affect the performance of the MLRS hardware or software will be identified to the contractor. Electronic transfer of information shall be used to the maximum extent possible.

6.4.4 Changes Prepared by the Government or Other Contractor Organizations. The contractor shall evaluate these ECPs upon request by the Government and shall assess all areas normally addressed in an ECP prepared by the contractor. The contractor's concurrence/comments shall be prepared IAW DI-MISC-80508. Approved changes shall be incorporated into documentation for which the contractor has maintenance responsibility.

6.5 Serialization, Lot and Block Control. The Contractor shall maintain a serialization; lot and block control program IAW the Contractor's internal procedures. This program shall be used for manufacturing, identification of required hardware, and lot and block control of hardware to be delivered under this contract.

6.6 Data Management. The Contractor shall maintain a data management function to monitor contract deliverable item status, provide reproductions and deliver contract deliverable items to the Government. The government shall have access to the contractor's internal data prepared IAW DI-MGMT-81453.

6.6.1 Delivery of Engineering Data. The media delivery requirements of engineering data, and all other data that forms a part of the performance baseline, and the product baseline shall be as stated in MIS-52406.

6.7 Engineering Release of Documentation. The contractor shall prepare Engineering Release Records (ERRs) IAW DI-CMAN-80463 for the Government release of baselines

6.2. Subsequently, the contractor shall release the affected CD into the configuration status accounting system.

6.8 Configuration Status Accounting. The contractor shall continue to utilize the automated status accounting systems established for the as-designed, as-built, and as-modified configurations. This data shall be retrievable by on-line access or in report format, by item, and by range of items, as applicable IAW DI-CMAN-81253. The automated status accounting systems shall be described in the CMP.

6.9 Configuration Management Audits and Reviews. The contractor shall conduct and/or participate in audits, reviews, and associated activities as specified in the CMP.

6.9.1 Production Audits and Reviews. The contractor shall arrange and participate in audits/reviews of end item fabrication progress and procedures as required to ensure that the end item is being prepared IAW the CD as documented and contract requirements.

## **7.0 TRAINING**

7.1 Multimedia training materials shall be designed to provide a structured, coherent training program that can be used in support of New Equipment Training, institutional training or as an exportable training package. Any development of the training materials shall make maximum use of the LSA/LSAR database and existing training materials.

7.2 Training courses shall be developed and conducted IAW 9.3 to provide Training and Doctrine Command (TRADOC) institutions with the skills and knowledge's necessary to establish institutional Military Occupational Specialty (MOS) courses, to provide Army units receiving M270A1 launchers with operator and maintainer training. The class size for hands on training shall not exceed 12 persons each.

7.3 Courses shall be as follows:

- a. Operator Instructor & Key Personnel Training (IKPT) Course
- b. Maintainer Instructor & Key Personnel Training (IKPT) Course
- c. Operator New Equipment Training (NET)
- d. Maintainer New Equipment Training (NET)

7.3.1 One iteration each at two locations of the Operator and Maintainer Instructor and Key Personnel Training (IKPT) courses shall be conducted for United States Army Field Artillery School (USAFAS) and Ordnance Missile and Munitions School (OMMCS). Three iterations of the Operator New Equipment Training (NET) course and one iteration of the Maintainer NET course shall be conducted for each fielded M270A1 unit.

7.4 Preparation of Course of Instruction Material -The contractor shall prepare and deliver course documentation training materials for all courses conducted IAW the Data Item Descriptions (DID) shown below:

- a. DI-ILSS-81521 Training Program Structure Document
- b. DI-ILSS-81523 Training Conduct Support Document
- c. DI-ILSS-81525 Test Package
- d. DI-ILSS-81526 Instructional Media
- e. DI-ILSS-81520 Instructional Media Design Package

7.5 Any computer based training material shall be certified by the contractor to be Year 2000 compliant.

## **8.0 PRODUCTION ENGINEERING**

8.1 Manufacturing Planning. The contractor generated, maintained, or implemented manufacturing planning documentation necessary to support the required production activities shall be available for Government review.

**EXHIBIT 1**

**A. REMOVE HYDRAULIC COMPONENTS FROM THE VEHICLE**

<u>QTY.</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1	13027127	ELEVATION MOTOR
1	13027126	AZIMUTH MOTOR
1	13027137	HEAT EXCHANGER ASSY.
1	13027132	SWIVEL ASSY.
1	13027131	EL.- VALVE MODULE ASSY.
1	13029626	AZ.- VALVE MODULE ASSY.
1	13217123	HYDRAULIC POWER SUPPLY ASSEMBLY (ADDED)

**B. REMOVE ALL (20) HYDRAULIC HOSES AND TUBES.**

<u>QTY.</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1	13030231	HOSE ASSEMBLY, HYDRAULIC
1	13030232	HOSE ASSEMBLY, HYDRAULIC
1	13030233	HOSE ASSEMBLY, HYDRAULIC
1	13030152-1	HOSE ASSEMBLY
1	13030152-2	HOSE ASSEMBLY
1	13030153-1	HOSE ASSEMBLY
1	13030153-2	HOSE ASSEMBLY
1	13030153-3	HOSE ASSEMBLY
1	13030153-4	HOSE ASSEMBLY
1	13030154-1	HOSE ASSEMBLY
1	13030154-2	HOSE ASSEMBLY
1	13030155-1	HOSE ASSEMBLY
1	13030155-4	HOSE ASSEMBLY
1	13030155-5	HOSE ASSEMBLY
1	13030155-6	HOSE ASSEMBLY
1	13030140	TUBE ASSEMBLY
1	13030141	TUBE ASSEMBLY
1	13030142	TUBE ASSEMBLY
1	13030146	TUBE ASSEMBLY
1	13030147	TUBE ASSEMBLY

**EXHIBIT 1**  
(CONTINUED)

**C. REMOVE (18) CABLE ASSY'S**

<u>QTY.</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1	13030310	CABLE ASSY. - W1
1	13030312	CABLE ASSY. - W4
1	13030313	CABLE ASSY. - W6
1	13030314	CABLE ASSY. - W9
1	13030315	CABLE ASSY. - W12
1	13030295	CABLE ASSY. - W13
1	13030317	CABLE ASSY. - W15
1	13288862	CABLE ASSY. - W16
1	13030322	CABLE ASSY. - W23
1	13030323	CABLE ASSY. - W24
1	13207530	CABLE ASSY. - W30
1	13207531	CABLE ASSY. - W31
1	13030326	CABLE ASSY. - W32
1	13030328	CABLE ASSY. - W34
1	13030329	CABLE ASSY. - W35
1	13030330	CABLE ASSY. - W38
1	13030335	CABLE ASSY. - W43
1	13030339	CABLE ASSY. - W59
1	13030340	CABLE ASSY. - W60
1	13030342	CABLE ASSY. - W65
1	13030343	CABLE ASSY. - W67
1	13030344	CABLE ASSY. - W68

**D. REMOVE FROM CAGE:**

<u>QTY.</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1	13031125	FIRE CONTROL UNIT
1	13030770	STABILIZING REFERENCES UNIT
3	13030180	JUMPER ASSY'S, GROUND
1	13208034	BLAST SHIELD
1	13030280	SHORT, NO VOLTAGE TESTER
1	13210270	PAYLOAD INTERFACE MODULE (MOVED FROM PAGE 2)

**EXHIBIT 1**

(CONTINUED)

**E. REMOVE FROM BASE/TURRET:**

<u>QTY.</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1	13027441-2	LIMIT SWITCHES
1	13027440	SWITCH
1	13030149	SWITCH COVER ASSY
1	13027438	SPRT MTG. 1.25 DEG AZ SWITCH
1	13027436	STRIKER ASSY
1	13026663	ELEVATION TRANSMISSION, MECHANICAL
1	13029756	DRIVE UNIT, ANGLE
1	13026372	AZIMUTH DRIVE ASSEMBLY

**F. REMOVE THE FOLLOWING FROM THE VEHICLE:**

<u>QTY.</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1	132110269	ELECTRONIC UNIT ASSY
1	13209110	FIRE CONTROL PANEL
1	13032070	ELECTRONIC BOX ASSY
1	13030196	SPRT ASSY- FCP
1	13030197	SPRT ASSY-FCP
1		BATTERY BOX ASSY
*A/R	N/A	RADIO EQUIPMENT
*A/R	N/A	COMSEC EQUIPMENT
1	13032365	COMMUNICATIONS PROCESSOR

\* A/R - As Required.



52B

**STATEMENT OF WORK**  
For the Multiple Launch Rocket System (MLRS)  
Fiscal Years (FY) 98/99  
M270A1 Launcher  
June 29, 1998  
(REVISED December 1, 1998)

**1.0 SCOPE INTRODUCTION**

1.1 FY-98. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein.

1.2 FY-99. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to remanufacture the LAUNCHER, ROCKET: M269 to an operational and serviceable (Condition Code A), upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein. In addition the contractor shall produce new M270A1 Launchers to meet the M270A1 requirements defined herein.

**2.0 GENERAL**

2.1 FY-98

2.1.1 The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269, apply those components of MWO 9-1055-648-50-2M270A1 MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.1.2 The Government will provide LAUNCHER, ROCKET: M269's and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

2.2 FY-99

2.2.1 The contractor shall, upon receipt of the LAUNCHER, ROCKET: M269, remanufacture the LAUNCHER, ROCKET: M269 to Condition Code A and upgrade in accordance with (IAW) paragraph 5.2.1 herein. Upon receipt of the remanufactured M993A1 from the Government, the contractor shall integrate the remanufactured

LAUNCHER, ROCKET: M269A1 to the originally associated remanufactured M993A1 to form the remanufactured M270A1 launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.2.2 The Government will provide LAUNCHER, ROCKET: M269's and remanufactured and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

2.2.3 The contractor shall produce new M270A1 launchers to meet the performance requirements of MIL-PRF-35500.

### **3.0 INSPECTION AND ACCEPTANCE**

#### **3.1 Quality**

3.1.1 Quality System: The contractor shall develop, implement and maintain a quality system. The system shall provide controls of process and product characteristics and include criteria and methodology that are used to validate conformance to performance specifications and to achieve continuous improvement. The quality system shall be integrated with other functional areas in the design, test, production and management processes.

3.1.2 Special Equipment: The contractor shall design, develop, fabricate, procure, and/or upgrade existing special tooling, special test equipment, and special inspection equipment, as necessary in support of M270A1 production. The inspection shall be capable of measuring or testing to accuracy representing one tenth or less, of the prescribed product tolerance. The contractor to verify that the special equipment will perform the function for which it has been designed shall perform a special equipment validation/proofing. The Government reserves the right to observe in the validation activities. The special equipment design shall represent the final production configuration. The contractor shall obtain government approval prior to fabricating, procuring and/or modifying equipment. Any computer based special equipment shall be certified by the contractor to be Year 2000 compliant.

3.1.3 Supplier Qualification: The contractor shall assure qualification of all vendors.

#### **3.2 Production Qualification Test**

3.2.1 The contractor shall perform a flight test at White Sands Missile Range using an M270A1 Launcher that is representative of the manufacturer's production processes. The M270A1 Launcher shall meet the performance requirements of MIL-PRF-35500 prior to and after flight tests. The flight tests shall consist of 10 Basic MLRS Rockets and 1 ATACMS. Test plans shall be prepared IAW DI-NDTI-80759. Test reports shall be prepared IAW DI-NDTI-80809.

3.2.2 Production qualification testing of Line Replaceable Unit's (LRU) and the quantities of LRU's to be tested shall be at the discretion of the contractor. The contractor shall base the need for testing on time from last production, major design changes or production changes and significant changes in the production facility.

3.3 Final Acceptance. The contractor shall perform a production Acceptance Test and a Production Reliability Test (PRAT) on each M270A1 Launcher, as specified in MIS-PRF-35500. The contractor shall prepare both an Acceptance Test Plan (ATP) and a Production Reliability Acceptance Test (PRAT) plan IAW DI-NDTI-80759. Results of PRAT shall be prepared IAW DI-NDTI-80809. The M270A1 Launcher shall pass the Acceptance Test and PRAT prior to being delivered to the Government.

#### **4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)**

4.1 The contractor shall prepare GFE Status Report IAW DI-ILSS-80620.

#### **5.0 CONFIGURATION OF HARDWARE TO BE DELIVERED.**

##### **5.1 FY-98**

5.1.1 Existing Hardware; Maintenance and Modifications Requirements. The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269 less the components defined in exhibit 1 of this SOW, apply those components of MWO9-1055-648-50-2 M270A1 MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

##### **5.2 FY-99**

5.2.1 Existing Hardware; Maintenance and Modifications Requirements.

5.2.1.1 The contractor shall apply the following DMWR'S, Modification Work Orders (MWO), Engineering Change Proposals (ECP) and Engineering Orders (EO) to upgrade the M269:

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5.2.1.3 The contractor shall, upon receipt of a GFE M993A1 from the Government, integrate the M269A1 to the originally associated GFE M993A1 to form the M270A1 launcher. The integrated M270A1 LAUNCHER shall meet the performance requirements of MIL-PRF-35500.

5.2.2 New M270A1 launchers shall be LAW the contractors Product Definition Data Package (PDDP) and meet the performance requirements of MIL-PRF-35500.

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## **6.0 CONFIGURATION MANAGEMENT (CM)**

6.1 The contractor shall implement and maintain a configuration management (CM) system, including software CM, configuration control, configuration status accounting, configuration identification and configuration audits.

6.1.1 Configuration Identification. The configuration identification for the M270A1 shall consist of the Government controlled Product Performance Baseline and the contractor controlled Product Baseline.

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MIS-48652 ICD for Weapon Interface Unit  
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MIS-35367 LDS Azimuth and Elevation Hydraulic Motor Unit  
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13213268 Battery Box Cover  
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6.2.1 Contractor Use of CD. The contractor (and his subcontractors) shall use the CD as specified above for process sheets, fabrication, and procurement of spare parts, inspection and test of hardware/software produced under this SOW.

6.2.2 Classified CD. All CD containing classified information shall be marked and handled IAW DOD 5220.22-M.

6.3 TDP Option (New Launchers). The contractor shall integrate the ILMS and IFCS modification kit technical data packages, as well as all other applicable improvements, into a common complete production technical data package for the M270A1 configuration. For items, components, and processes for which the contractor would assert "Limited Rights" in detailed design data, the contractor shall submit form, fit, and function configuration documentation that is adequate for procurement from other sources of functionally and physically interchangeable items, components and processes. Otherwise, the contractor shall submit configuration documentation with unlimited rights. It is noted that in accordance with the Rights in Technical Data and Computer Software clause, DFARS 252.227-7013-(b) (1), form, fit, and function data shall be delivered with unlimited rights to the government.

#### 6.4 Configuration Change Control

6.4.1 Government Change Control. Documentation that is Government controlled shall be changed only as a result of a Government approved Engineering Change Proposal (ECP) prepared IAW DI-CMAN-80639 with Notices of Revision (NOR) prepared IAW DI-CMAN-80642. Documentation prepared for Government control as a result of this SOW shall be provided with an Engineering Release Record (ERR) prepared IAW DI-CMAN-80463. Electronic transfer of information shall be used to the maximum extent possible.

6.4.2 Request for Deviation (RFD) and Request for Waiver (RFW). A RFD or RFW shall be prepared IAW DI-CMAN-80640 and DI-MAN-80641, respectively, against Government controlled documentation. The RFD/RFW shall include not only a detailed description of the alternative, but also sufficient justification and technical qualification status to allow for complete Government evaluation.

6.4.3 The contractor shall follow the CMP for change control against technical documentation under his control. The Contractor shall allow Government attendance at the Contractor's Configuration Control Board (CCB). The contractor shall provide internally approved product baseline changes to the Government for information purposes. The contractor shall submit changes to the product baseline IAW DI-ILSS-81309 and DI-DRPR-81000. All documentation supporting the change decision shall also be included. Changes to the product baseline shall result in a common configuration for Government operational use and maintenance activities that provides for interchangeability and interoperability to the replaceable part level. Any changes which are assessed by the Government to affect the performance of the MLRS hardware or software will be identified to the contractor. Electronic transfer of information shall be used to the maximum extent possible.

6.4.4 Changes Prepared by the Government or Other Contractor Organizations. The contractor shall evaluate these ECPs upon request by the Government and shall assess all areas normally addressed in an ECP prepared by the contractor. The contractor's concurrence/comments shall be prepared IAW DI-MISC-80508. Approved changes shall be incorporated into documentation for which the contractor has maintenance responsibility.

6.5 Serialization, Lot and Block Control. The Contractor shall maintain a serialization; lot and block control program IAW the Contractor's internal procedures. This program shall be used for manufacturing, identification of required hardware, and lot and block control of hardware to be delivered under this contract.

6.6 Data Management. The Contractor shall maintain a data management function to monitor contract deliverable item status, provide reproductions and deliver contract deliverable items to the Government. The government shall have access to the contractor's internal data prepared IAW DI-MGMT-81453.

6.6.1 Delivery of Engineering Data. The media delivery requirements of engineering data, and all other data that forms a part of the performance baseline, and the product baseline shall be as stated in MIS-52406.

6.7 Engineering Release of Documentation. The contractor shall prepare Engineering Release Records (ERRs) IAW DI-CMAN-80463 for the Government release of baselines

6.7.1 Subsequently, the contractor shall release the affected CD into the configuration status accounting system.



6.8 Configuration Status Accounting. The contractor shall continue to utilize the automated status accounting systems established for the as-designed, as-built, and as-modified configurations. This data shall be retrievable by on-line access or in report format, by item, and by range of items, as applicable IAW DI-CMAN-81253. The automated status accounting systems shall be described in the CMP.

6.9 Configuration Management Audits and Reviews. The contractor shall conduct and/or participate in audits, reviews, and associated activities as specified in the CMP.

6.9.1 Production Audits and Reviews. The contractor shall arrange and participate in audits/reviews of end item fabrication progress and procedures as required to ensure that the end item is being prepared IAW the CD as documented and contract requirements.

## 7.0 TRAINING

7.1 Multimedia training materials shall be designed to provide a structured, coherent training program that can be used in support of New Equipment Training, institutional training or as an exportable training package. Any development of the training materials shall make maximum use of the LSA/LSAR database and existing training materials.

7.2 Training courses shall be developed and conducted to provide Training and Doctrine Command (TRADOC) institutions with the skills and knowledge's necessary to establish institutional Military Occupational Specialty (MOS) courses, to provide Army units receiving M270A1 launchers with operator and maintainer training. The class size for hands on training shall not exceed 12 persons each.

7.3 Courses shall be as follows:

- a. Operator Instructor & Key Personnel Training (IKPT) Course
- b. Maintainer Instructor & Key Personnel Training (IKPT) Course
- c. Operator New Equipment Training (NET)
- d. Maintainer New Equipment Training (NET)

7.3.1 One iteration each at two locations of the Operator and Maintainer Instructor and Key Personnel Training (IKPT) courses shall be conducted for United States Army Field Artillery School (USAFAS) and Ordinance Missile and Munitions School (OMMCS). Three iterations of the Operator New Equipment Training (NET) course and one iteration of the Maintainer NET course shall be conducted for each fielded M270A1 unit.

7.4 Preparation of Course of Instruction Material -The contractor shall prepare and deliver course documentation training materials for all courses conducted IAW the Data Item Descriptions (DID) shown below:

- a. DI-ILSS-81521 Training Program Structure Document
- b. DI-ILSS-81523 Training Conduct Support Document

- c. DI-ILSS-81525 Test Package
- d. DI-ILSS-81526 Instructional Media
- e. DI-ILSS-81520 Instructional Media Design Package

7.5 Any computer based training material shall be certified by the contractor to be Year 2000 compliant.

## **8.0 PRODUCTION ENGINEERING**

8.1 Manufacturing Planning. The contractor generated, maintained, or implemented manufacturing planning documentation necessary to support the required production activities shall be available for Government review.

**STATEMENT OF WORK**  
For the Multiple Launch Rocket System (MLRS)  
Fiscal Years (FY) 98/99  
M270A1 Launcher  
June 29, 1998  
(REVISED December 1, 1998)  
(Revised April 27, 2000)

**1.0 SCOPE INTRODUCTION**

1.1 FY-98. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein.

1.2 FY-99. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to remanufacture the LAUNCHER, ROCKET: M269 to an operational and serviceable (Condition Code A), upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein. In addition the contractor shall produce new M270A1 Launchers to meet the M270A1 requirements defined herein.

**2.0 GENERAL**

**2.1 FY-98**

2.1.1 The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269, apply those components of MWO 9-1055-648-50-2, M270A1 MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.1.2 The Government will provide LAUNCHER, ROCKET: M269's and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

**2.2 FY-99**

2.2.1 The contractor shall, upon receipt of the LAUNCHER, ROCKET: M269, remanufacture the LAUNCHER, ROCKET: M269 to Condition Code A and upgrade in accordance with (IAW) paragraph 5.2.1 herein. Upon receipt of the remanufactured M993A1 from the Government, the contractor shall integrate the remanufactured

**STATEMENT OF WORK**  
**For the Multiple Launch Rocket System (MLRS)**  
**Fiscal Years (FY) 98/99**  
**M270A1 Launcher**  
**June 29, 1998**  
**(REVISED December 1, 1998)**  
**(Revised April 27, 2000)**

**1.0 SCOPE INTRODUCTION**

1.1 FY-98. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein.

1.2 FY-99. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to remanufacture the LAUNCHER, ROCKET: M269 to an operational and serviceable (Condition Code A), upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein. In addition the contractor shall produce new M270A1 Launchers to meet the M270A1 requirements defined herein.

**2.0 GENERAL**

**2.1 FY-98**

2.1.1 The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269, apply those components of MWO 9-1055-648-50-2, M270AI MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.1.2 The Government will provide LAUNCHER, ROCKET: M269's and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

**2.2 FY-99**

2.2.1 The contractor shall, upon receipt of the LAUNCHER, ROCKET: M269, remanufacture the LAUNCHER, ROCKET: M269 to Condition Code A and upgrade in accordance with (IAW) paragraph 5.2.1 herein. Upon receipt of the remanufactured M993A1 from the Government, the contractor shall integrate the remanufactured

**STATEMENT OF WORK**  
**For the Multiple Launch Rocket System (MLRS)**  
**Fiscal Years (FY) 98/99**  
**M270A1 Launcher**  
**June 29, 1998**  
**(REVISED December 1, 1998)**  
**(Revised April 27, 2000)**

**1.0 SCOPE INTRODUCTION**

1.1 FY-98. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein.

1.2 FY-99. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to remanufacture the LAUNCHER, ROCKET: M269 to an operational and serviceable (Condition Code A), upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein. In addition the contractor shall produce new M270A1 Launchers to meet the M270A1 requirements defined herein.

**2.0 GENERAL**

**2.1 FY-98**

2.1.1 The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269, apply those components of MWO 9-1055-648-50-2, M270AI MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.1.2 The Government will provide LAUNCHER, ROCKET: M269's and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

**2.2 FY-99**

2.2.1 The contractor shall, upon receipt of the LAUNCHER, ROCKET: M269, remanufacture the LAUNCHER, ROCKET: M269 to Condition Code A and upgrade in accordance with (IAW) paragraph 5.2.1 herein. Upon receipt of the remanufactured M993A1 from the Government, the contractor shall integrate the remanufactured

52C

**STATEMENT OF WORK**  
**For the Multiple Launch Rocket System (MLRS)**  
**Fiscal Years (FY) 98/99**  
**M270A1 Launcher**  
**June 29, 1998**  
**(REVISED December 1, 1998)**  
**(Revised April 27, 2000)**

**1.0 SCOPE INTRODUCTION**

1.1 FY-98. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein.

1.2 FY-99. The contractor, as an independent contractor and not as an agent of the U.S. Government, shall furnish all services, materials, equipment and parts, except as otherwise specified in the contract, to remanufacture the LAUNCHER, ROCKET: M269 to an operational and serviceable (Condition Code A), upgrade the LAUNCHER, ROCKET: M269 with the M270A1 components and to integrate the resulting M269A1 with the M993A1 carrier vehicle to meet the M270A1 launcher requirements defined herein. In addition the contractor shall produce new M270A1 Launchers to meet the M270A1 requirements defined herein.

**2.0 GENERAL**

**2.1 FY-98**

2.1.1 The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269, apply those components of MWO 9-1055-648-50-2, M270AI MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.1.2 The Government will provide LAUNCHER, ROCKET: M269's and upgraded M993AI carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

**2.2 FY-99**

2.2.1 The contractor shall, upon receipt of the LAUNCHER, ROCKET: M269, remanufacture the LAUNCHER, ROCKET: M269 to Condition Code A and upgrade in accordance with (IAW) paragraph 5.2.1 herein. Upon receipt of the remanufactured M993A1 from the Government, the contractor shall integrate the remanufactured

LAUNCHER, ROCKET: M269A1 to the originally associated remanufactured M993A1 to form the remanufactured M270A1 launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

2.2.2 The Government will provide LAUNCHER, ROCKET: M269's and remanufactured and upgraded M993A1 carrier vehicles to the contractor as GFE as defined in H-2 of this contract.

2.2.3 The contractor shall produce new M270A1 launchers to meet the performance requirements of MIL-PRF-35500.

### **3.0 INSPECTION AND ACCEPTANCE**

#### **3.1 Quality**

3.1.1 **Quality System:** The contractor shall develop, implement and maintain a quality system. The system shall provide controls of process and product characteristics and include criteria and methodology that are used to validate conformance to performance specifications and to achieve continuous improvement. The quality system shall be integrated with other functional areas in the design, test, production and management processes.

3.1.2 **Special Equipment:** The contractor shall design, develop, fabricate, procure, and/or upgrade existing special tooling, special test equipment, and special inspection equipment, as necessary in support of M270A1 production. The inspection shall be capable of measuring or testing to accuracy representing one tenth or less, of the prescribed product tolerance. The contractor to verify that the special equipment will perform the function for which it has been designed shall perform a special equipment validation/proofing. The Government reserves the right to observe in the validation activities. The special equipment design shall represent the final production configuration. The contractor shall obtain government approval prior to fabricating, procuring and/or modifying equipment. Any computer based special equipment shall be certified by the contractor to be Year 2000 compliant.

3.1.3 **Supplier Qualification:** The contractor shall assure qualification of all vendors.

#### **3.2 Production Qualification Test**

3.2.1 The contractor shall perform a flight test at White Sands Missile Range using an M270A1 Launcher that is representative of the manufacturer's production processes. The M270A1 Launcher shall meet the performance requirements of MIL-PRF-35500 prior to and after flight tests. The flight tests shall consist of 10 Basic MLRS Rockets and 1 ATACMS. Test plans shall be prepared LAW DI-NDTI-80759. Test reports shall be prepared LAW DI-NDTI-80809.



3.2.2 Production qualification testing of Line Replaceable Unit's (LRU) and the quantities of LRUs to be tested shall be at the discretion of the contractor. The contractor shall base the need for testing on time from last production, major design changes or production changes and significant changes in the production facility.

3.3 Final Acceptance. The contractor shall perform a Production Acceptance Test and a Production Reliability Test (PRAT) on each M270A1 Launcher, as specified in MIL-PRF-35500. The contractor shall prepare both an Acceptance Test Plan (ATP) and a Production Reliability Acceptance Test (PRAT) plan IAW DI-NDTI-80759. Results of PRAT shall be prepared IAW DI-NDTI-80809. The M270A1 Launcher shall pass the Acceptance Test and PRAT prior to being delivered to the Government.

#### 4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)

4.1 The contractor shall prepare GFE Status Report IAW DI-ILSS-80620.

#### 5.0 CONFIGURATION OF HARDWARE TO BE DELIVERED.

##### 5.1 FY-98

5.1.1 Existing Hardware; Maintenance and Modifications Requirements. The contractor shall, upon receipt of a LAUNCHER, ROCKET: M269 less the components defined in exhibit 1 of this SCW, apply those components of MW0 9-1055-648-50-2, M270A1 MOD to upgrade the M269 to a M269A1 and incorporate Drawing 13210657. Upon receipt of a M993A1 from the Government, the contractor shall integrate the M269A1 to the originally associated M993A1 to form the M270A1 Launcher. The integrated M270A1 shall meet the performance requirements of MIL-PRF-35500.

##### 5.2 FY-99

5.2.1 Existing Hardware; Maintenance and Modifications Requirements.

5.2.1.1 The contractor shall apply the following DMWR'S, Modification Work Orders (MWO), Engineering Change Proposals (ECP) and Engineering Orders (EO) to upgrade the M269:

- DMWR 9-1425-646-1 Launcher, Rocket, and Armored Vehicle Mounted: M270
- DMWR 9-1425-646-2 Launcher, Rocket, and Armored Vehicle Mounted: M269
- ECP MI-C-1372R1 IPDB Connector Gaskets, Testing
- ECP MI-C-1429 Harness Trough Door Hinge Change
- ECP MI-C-1446 Elevation Actuator Anti-Rotation Keys
- ECP MI-C-1451 Hoist Carriage Assembly Limit Switch
- ECP MI-C-1484A1 Duffel Bag Assembly Container
- ECP MI-C-1494 Caterpillar Roller Assembly MOD

11508910/02 MLRS FCS Version 6.0 ICD  
 MIS-48758 Fire Control Panel, Development Specification,  
 MIS-48650 ICD for Fire Control Panel MC  
 MIS-48764 Weapon Interface Unit Development Specification  
 MIS-48652 ICD for Weapon Interface Unit  
 MIS-48784 Power Switching Unit Development Specification  
 MIS-48701 ICD for Power Switching Unit  
 MIS-48897 Position and Navigation Unit Development Specification  
 MIS-48651 ICD for Position and Navigation Unit  
 MIS-35361 Performance Specification for the MLRS Improved Launcher  
     Mechanical System  
 MIS-35362 Hydraulic Pump Unit  
 MIS-35363 Hydraulic Reservoir Unit  
 MIS-35364 Hydraulic Heat Exchanger Unit  
 MIS-35365 Azimuth Drive Unit  
 MIS-35366 Hydraulic Swivel Unit  
 MIS-35367 LDS Azimuth and Elevation Hydraulic Motor Unit  
 MIS-35368 Elevation Transmission Unit  
 13213307 Elevation Angle Drive Unit  
 MIS-35370 Hydraulic Hoses and Tubes  
 13213267 Battery Box Unit  
 13213268 Battery Box Cover  
 13213269 Crew Storage Box  
 13213270 Crew Storage Box Cover  
 MIS-48651/1 Launcher Interface Unit Electrical ICD.  
 MIS-48776/1 Commercial Item Description Specification for the Launcher  
     Interface Unit

6.1.3 Product Baseline (PBL). The Product baseline shall consist of the contractor controlled Product Definition Data Package (PDDP). The PDDP shall be adequate for provisioning and procurement of spare parts, manufacturing, retrofit, installation, test, inspection, qualification, and acceptance of the M270A1 and its components. The PDDP shall be for tactical hardware and software, special inspection equipment, and support equipment and tools. Contractor shall prepare product drawings and associated lists IAW DI-DRPR-81000. For items, components, and processes for which the contractor would assert "Limited Rights" in detailed design data, the contractor shall submit form, fit, and function configuration documentation that is adequate for procurement from other sources of functionally and physically interchangeable items, components and processes. Otherwise, the contractor shall submit configuration documentation with unlimited rights. It is noted that in accordance with the Rights in Technical Data and Computer Software clause, DFARS 252.227-7013-(b) (1), form, fit, and function data shall be delivered with unlimited rights to the government.

**6.2 Configuration Documentation (CD).** Contractor and Government Entity (CAGE) codes assigned by the government shall appear on all M270A1 peculiar drawings and specifications. Government assigned drawings numbers shall be required for top assembly drawings only. The CD to be prepared under this SOW shall be as follows:

Product Drawings- Product drawings and associated lists shall be prepared IAW DI-DRPR-81000. The product drawings and lists are defined as all drawings and data required to produce, maintain and provide spares for the M270A1 launcher, as reflected in the contractor's PDDP.

**6.2.1 Contractor Use of CD.** The contractor (and his subcontractors) shall use the CD as specified above for process sheets, fabrication, and procurement of spare parts, inspection and test of hardware/software produced under this SOW.

**6.2.2 Classified CD.** All CD containing classified information shall be marked and handled IAW DOD 5220.22-M.

**6.3 TDP Option (New Launchers).** The contractor shall integrate the ILMS and IFCS modification kit technical data packages, as well as all other applicable improvements, into a common complete production technical data package for the M270A1 configuration. For items, components, and processes for which the contractor would assert "Limited Rights" in detailed design data, the contractor shall submit form, fit, and function configuration documentation that is adequate for procurement from other sources of functionally and physically interchangeable items, components and processes. Otherwise, the contractor shall submit configuration documentation with unlimited rights. It is noted that in accordance with the Rights in Technical Data and Computer Software clause, DFARS 252.227-7013-(b)(1), form, fit, and function data shall be delivered with unlimited rights to the government.

#### **6.4 Configuration Change Control**

**6.4.1 Government Change Control.** Documentation that is Government controlled shall be changed only as a result of a Government approved Engineering Change Proposal (ECP) prepared IAW DI-CMAN-80639 with Notices of Revision (NOR) prepared IAW DI-CMAN-80642. Documentation prepared for Government control as a result of this SOW shall be provided with an Engineering Release Record (ERR) prepared IAW DI-CMAN-80463. Electronic transfer of information shall be used to the maximum extent possible.

**6.4.2 Request for Deviation (RFD) and Request for Waiver (RFW).** A RFD or RFW shall be prepared IAW DI-CMAN-80640 and DI-CMAN-80641, respectively, against Government controlled documentation. The RFD/RFW shall include not only a detailed description of the alternative, but also sufficient justification and technical qualification status to allow for complete Government evaluation.

6.4.3 The contractor shall follow the CMP for change control against technical documentation under his control. The Contractor shall allow Government attendance at the Contractor's Configuration Control Board (CCB). The contractor shall provide internally approved product baseline changes to the Government for information purposes. The contractor shall submit changes to the product baseline IAW DI-ILSS-09 and DI-DRPR-8 1000. All documentation supporting the change decision shall also be included. Changes to the product baseline shall result in a common configuration for Government operational use and maintenance activities that provides for interchangeability and interoperability to the replaceable part level. Any changes which are assessed by the Government to affect the performance of the MLRS hardware or software will be identified to the contractor. Electronic transfer of information shall be used to the maximum extent possible.

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6.6.1 Delivery of Engineering Data. The media delivery requirements of engineering data, and all other data that forms a part of the performance baseline, and the product baseline shall be as stated in MIS-52406.

6.7 Engineering Release of Documentation. The contractor shall prepare Engineering Release Records (ERRs) IAW DI-CMAN-80463 for the Government release of baselines.

6.7.1 Subsequently, the contractor shall release the affected CD into the configuration status accounting system.

6.8 Configuration Status Accounting. The contractor shall continue to utilize the automated status accounting systems established for the as-designed, as-built, and as-modified configurations. This data shall be retrievable by on-line access or in report format, by item, and by range of items, as applicable IAW DI-CMAN-81253. The automated status accounting systems shall be described in the CMP.

6.9 Configuration Management Audits and Reviews. The contractor shall conduct and/or participate in audit reviews, and associated activities as specified in the CMP.

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## **7.0 TRAINING**

7.1 Multimedia training materials shall be designed to provide a structured, coherent training program that can be used in support of New Equipment Training, institutional training or as an exportable training package. Any development of the training materials shall make maximum use of the LSA/LSAR database and existing training materials.

7.2 Training courses shall be developed and conducted to provide Training and Doctrine Command (TRADOC) institutions with the skills and knowledge's necessary to establish institutional Military Occupational Specialty (MOS) courses, to provide Army units receiving M270A1 launchers with operator and maintainer training. The class size for hands on training shall not exceed 12 persons each.

7.3 Courses shall be as follows:

- a. Operator Instructor & Key Personnel Training (IKPT) Course
- b. Maintainer Instructor & Key Personnel Training (IKPT) Course
- c. Operator New Equipment Training (NET)
- d. Maintainer New Equipment Training (NET)

7.3.1 One iteration each at two locations of the Operator and Maintainer Instructor and Key Personnel Training (IKPT) courses shall be conducted for United States Army Field Artillery School (USAFAS) and Ordinance Missile and Munitions School (OMMCS). Three iterations of the Operator New Equipment Training (NET) course and one iteration of the Maintainer NET course shall be conducted for each fielded M270A1 unit.

7.4 Preparation of Course of Instruction Material -The contractor shall prepare and deliver course documentation training materials for all courses conducted IAW the Data Item Descriptions (DID) shown below:

- a. DI-ILSS-81521 Training Program Structure Document
- b. DI-ILSS-81523 Training Conduct Support Document

- c. DI-ILSS-81525 Test Package
- d. DI-ILSS-81526 Instructional Media
- e. DI-ILSS-81520 Instructional Media Design Package

7.5 Any computer based training material shall be certified by the contractor to be Year 2000 compliant.

## 8.0 PRODUCTION ENGINEERING

8.1 Manufacturing Planning. The contractor generated, maintained, or implemented manufacturing planning documentation necessary to support the required production activities shall be available for Government review.

## 9.0 ADDITIONAL TASKS

9.1 Additional Testing. The contractor shall perform the following additional testing to ensure to ensure the Government that the M270A1 LAUNCHER meets the Safety, Reliability and Environmental requirements of MIL-PRF-35500.

9.1.1 Vibration Environment Testing. The contractor shall test the production configuration fire Control Panel (FCP) configured with the Power PC Executive Processor Circuit Card Assembly and Solid State Mass Storage Device (SSMSD) to the vibration environments specified in MIL-26432E at the vibration fixture. The FCP shall be mounted on the FCP mounting brackets affixed to the vibration fixture. The vibration testing shall be conducted at RTTC, Redstone Arsenal, AL. The contractor shall prepare a test plan and report and shall make the results of testing available to the Government for review.

9.1.2 Electromagnetic Interference (EMI) Testing. The contractor shall complete EMI testing at the Line Replaceable Unit (LRU) level for all LRUs containing the Power PC Circuit Card Assembly. The contractor shall prepare a test plan and report and shall make the results of testing available to the Government for review.

9.2 Functional Configuration Audit Action Items. The contractor shall review all incomplete Action Items (AI) remaining from the Improved Fire Control System (IFCS) Functional Configuration Audit (FCA) and classify AIs in one of the following categories.

9.2.1 Critical Action Items. The contractor shall classify any AI as **Critical** which could affect M270A1 LAUNCHER or Fire Control System (FCS) safety, operations, reliability or maintainability. The contractor shall work and close all **Critical** AIs prior to Harris FCA and delivery of the first M270A1 LAUNCHER to the Government.

9.2.2 Non-Critical Action Items. The contractor shall classify all other incomplete AIs as **Non-Critical**. The contractor shall propose to the Government a plan for working and closing all **Non-Critical** AI in a timely manner.

53



TAB 53

**SWORN STATEMENT**

For use of this form, see AR 190-45. The proponent agency is PMG.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Title 10, USC Section 301, Title 5, USC Section 2951, E.O. 9397 Social Security Number (SSN)  
**ORIGINAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.  
**USUAL USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions  
**DISCLOSURE:** Disclosure of your SSN and other information is voluntary

1 LOCATION PEO Missiles & Space, Redstone Arsenal, AL	2. DATE (YYYYMMDD) 2008/07/07	3 TIME	4 FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME [REDACTED]	6 SSN [REDACTED]	7 GRADE/STATUS	
8 ORGANIZATION OR ADDRESS Program Executive Office, Missiles and Space, Redstone Arsenal, AL			

9 I, [REDACTED], WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH

I am currently the Chief Engineer, PEO Missiles and Space. In the 1999 timeframe, I was the Chief of Program Management for the MLRS Project Office. In that role, I signed off on Technical Direction Letters (TDLs) that were prepared by members of the MLRS Project Office and were reviewed by members of my staff. The TDLs were issued against the Industrial Engineering Services contract to handle technical issues that arise during a production phase. I do not remember the specific TDLs mentioned by the allegation, but looking through them I do not see any that I feel should have been handled under the EMD contracts for the Improved Launcher Mechanical System (ILMS) or Improved Fire Control System (IFCS). The TDLs mentioned in the allegation would have occurred after the Milestone briefing Decision Review in May 1998 that merged the IFCS and ILMS programs into the M270A1 launcher program. I furnished you a copy of that milestone briefing. The only questionable item I see is a comment about sign and design support in IL-99-01. If I recall correctly, that effort may have been due to experiencing some problems with obsolescence in the Low Rate Initial Production (LRIP) because it had taken so long to get to that point in the program.

-----Nothing Follows-----

10 EXHIBIT	11 INITIALS OF PERSON MAKING STATEMENT [REDACTED]	PAGE 1 OF 2 PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF \_\_\_\_\_ TAKEN AT \_\_\_\_\_ DATED \_\_\_\_\_"  
BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED

STATEMENT OF [REDACTED] TAKEN AT Redstone Arsenal, AL DATED 2008/07/07

9 STATEMENT (Continued)

-----Not Used-----

**AFFIDAVIT**

I, [REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1 AND ENDS ON PAGE \_\_\_\_ I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME THE STATEMENT IS TRUE I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT

[REDACTED]

(Signature of Person Making Statement)

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this 22 day of July, 2008 at REDSTONE ARSENAL

[REDACTED]

(Typed Name of Person Administering Oath)

(Typed Name of Person Administering Oath)

(Authority To Administer Oaths)

ORGANIZATION OR ADDRESS

ORGANIZATION OR ADDRESS

INITIALS OF PERSON MAKING STATEMENT

[REDACTED]

PAGE OF PAGES

54

TAB 54

SWORN STATEMENT

For use of this form, see AR 190-45; the proponent agency is PMG.

PRIVACY ACT STATEMENT

AUTHORITY: Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).
INCIPAL PURPOSE: To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.
ROUTINE USES: Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management.
DISCLOSURE: Disclosure of your SSN and other information is voluntary.

1. LOCATION HQ USAAMCOM, Redstone Arsenal AL
2. DATE (YYYYMMDD) 2008/07/07
3. TIME
4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME
6. SSN
7. GRADE/STATUS

8. ORGANIZATION OR ADDRESS AMRDEC, Redstone Arsenal, AL.

9. I, [REDACTED], WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:

I was the Engineering Services Program manager in 2000 when some of the issues related to the M270A1 launcher safety release arose. The M270A1 program was trying to prepare for a successful material release decision. Part of this process was a safety review. LM Dallas would not certify that the M270A1 was safe. This followed an internal LM Dallas managed safety Tiger Team. The purpose of this LM Tiger Team was to find out why the M270A1 Launcher had uncontrolled cage motion. This uncontrolled motion caused the MLRS LLM to move at tactical speeds and thereby posed a serious risk to personnel in and around the immediate launcher area. LM had completed their review and but claimed that they could not find the root cause(s) of the problem. I had significant background concerning the basic M270 launch and its drive system. I was asked to lead a Gov't team to perform safety testing on the M270A1 launcher.

Additionally, I was responsible for managing the requirements for the Industrial Engineering Services (IES) contract, and I managed the TDs that were issued while I was the engineering PM. During this time we had separate contracts for the Improved Launcher and the Improved Fire Control. The program was restructured into one contract for the M270A1 to get control of costs and move into low rate production. The IES contract was to maintain the fielded fleet, not for research and development or production. So, I watched the TDs to make sure they were in the scope of the IES contract and did not duplicate effort on the other contracts.

The SRRE was a Gov't ran and staffed team that was needed because Lockheed Martin wouldn't certify that the M270A1 launcher was safe (specifically that it did not have any unacceptable single point failures that posed serious risk to either personnel or equipment). So, we took a launcher and tested it extensively. We found a number of issues such as limit switches being removed and the launcher solely depending on resolvers to monitor cage position. We created conditions that caused the resolvers to lose track of cage position. As a reaction, the M270A1 Fire Control System would react by commanding cage motion at tactical speeds. We thought Lockheed Martin might have found some of the problems but they would not say so. Lockheed would only certify that the launcher was safe to the extent they tested it, which was the same as saying they wouldn't certify it. Additionally, they tried to say that the design was Gov't furnished errors resulting from the previous contract efforts. These previous efforts (the ILMS and the IFCS contracts were restructured due to extensive LM cost and schedule overruns). It was LM's contention that the Gov't GFE'd these "errors" to them during the contract restructure.

[REDACTED] from the Safety Office worked on the SRRE also. The SRRE did identify the issues with the launchers and proposed fixes. The newly restructured/firm fixed priced contract required Lockheed Martin to deliver launchers with no single point failures. At the time we discovered the problems, some of the launchers had been delivered under the LRIP and required fixing. The fixes were made, but I never knew what contract paid for them (specifically, any software release after software version "Charlie or Delta" which is what we tested during the Gov't ran SRRE exercise. After the SRRE exercise was completed, MLRS PMO Management removed me from participating on the SRRE and corrective action phase. A few months later, I left the MLRS PMO to go to the NLOS LS Task Force.

10. EXHIBIT
11. INITIALS OF PERSON MAKING STATEMENT [REDACTED]
PAGE 1 OF 3 PAGES

ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT \_\_\_\_\_ TAKEN AT \_\_\_\_\_ DATED \_\_\_\_\_"

AT THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.

STATEMENT OF [REDACTED] TAKEN AT Redstone Arsenal DATED 2008/07/07

STATEMENT (Continued)

Both [REDACTED] and I felt pressured by the Project Office and by Lockheed Martin because of the issues we raised. At one point, Lockheed sent (faxed) a list or a letter to [REDACTED] the Deputy PM, and to [REDACTED] in contracting wanting members of the government team (including myself and [REDACTED] removed from the MLRS program. The government wouldn't take that action, but both [REDACTED] and I eventually moved to other offices and projects because of the situation. The MLRS PMO leadership did not act on LM's request for my removal but the MLRS PMO did nothing to reprimand LM for such an inappropriate request.

-----Nothing Follows-----

TIALS OF PERSON MAKING STATEMENT

PAGE 2 OF 3 PAGES

STATEMENT OF [REDACTED] TAKEN AT Redstone Arsenal DATED 2008/07/07

9. STATEMENT (Continued)

~~Not Used~~

AFFIDAVIT

I, [REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE [REDACTED] ENT.

[REDACTED]  
(Signature of Person Making Statement)

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this 8<sup>th</sup> day of July, 2008 at Redstone Arsenal

[REDACTED]  
(Signature of Person Administering Oath)

ORGANIZATION OR ADDRESS

[REDACTED]  
(Typed Name of Person Administering Oath)

ORGANIZATION OR ADDRESS

[REDACTED]  
(Authority To Administer Oaths)

INITIALS OF PERSON MAKING STATEMENT [REDACTED]

PAGE 3 OF 3 PAGES



55

TAB 55

Richardson, Randy J Mr CIV USA AMC

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From: [REDACTED] CIV USA AMC  
Sent: Thursday, June 05, 2008 9:44 AM  
To: [REDACTED] Mr CIV USA AMC  
Subject: RE: [REDACTED] Retirement (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

[REDACTED]  
I was out on Wed but you are right [REDACTED] retired on 3 Jun 03.

[REDACTED]  
-----Original Message-----

From: [REDACTED] Mr CIV USA AMC  
Sent: Monday, June 02, 2008 5:39 PM  
To: [REDACTED] CIV USA AMC  
Subject: [REDACTED] Retirement

[REDACTED]  
Do you keep records on when people retire? I am interested in the timeframe of [REDACTED] retirement (I think it was around June 2003). If you know and it's not too much trouble, it would help me.

Thanks

[REDACTED]  
Classification: UNCLASSIFIED  
Caveats: NONE

56

TAB 56

-----Original Message-----

From: [REDACTED] Ms CIV USA AMC  
Sent: Wednesday, October 22, 2008 6:06 PM  
To: [REDACTED] Mr CIV USA AMC  
Subject: RE: Follow-Up to Investigation (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

[REDACTED]  
With the exception of knowing that none of the following TDL(s) were included in the settlement, I do not remember exactly why Clarence was objecting to them. Also, FYI We also have the Safety issue that has been in LMMFC's Legal Department for well over a year.  
I am sorry I could not have been of more help.

-----Original Message-----

From: [REDACTED] Mr CIV USA AMC  
Sent: Monday, October 20, 2008 4:56 PM  
To: [REDACTED] Ms CIV USA AMC  
Subject: RE: Follow-Up to Investigation (UNCLASSIFIED)

[REDACTED]  
These are the ones I was asked to investigate: TDL TR-99-001A (revision B), TDL LM-98-03, TDL IL-99-01, TDL PT-P-99-020 and TDL LO-99-05.

Here were the conclusions from my notes on the TDL's:

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- TDL TR-99-001A (revision b) provided for engineering work on the Low Cost Reduced Range Practice Rocket (LCRRPR) pursuant to IES contract DAAH01-98-C-0157. The LCRRPR practice rockets have no relevance to the IFCS addressed by Contract DAAH01-92-C-0432 or to the ILMS addressed by Contract DAAH01-95-C-0329. Accordingly, the TDL tasking would not have been properly assigned to either Contract. Payments to Lockheed Martin pursuant to the TDL would not have duplicated payments to Lockheed under either Contract.

- TDL LM-98-03, provided for engineering services required to improve the M270A1's operating software, "porting the M270A1 software from the VADS/Rational environment to the commercial VX Works operating systems and to continue efforts to integrate and qualify a Digitized Cell (DC) capable of supporting the requirements for Force XXI Embedded Battlefield Command (EBC) applications" As stated above, DAAH01-92-C-0432 was for the development of the launcher's IFCS and DAAH01-95-C-0329 was for the development of the launcher's ILMS. Neither Contract pertained to the launcher's operating software. Therefore, this TDL tasking could not properly have issued against either contract. Further, this TDL was

issued on April 28, 1999, after the funding cap was issued for DAAH01-92-C-0432, so placement of this TDL tasking against this contract would have been legally and factually impossible.

- TDL IL-99-01 calls for a broad statement of effort on Lockheed's part, tasking various types of engineering support for both mechanical and electrical systems and various types of systems engineering and specialty engineering related to the production of the M270A1 launcher. This TDL was issued on April 23, 1999, after the funding cap was issued for DAAH01-92-C-0432. This TDL does provide for 5000 hours for support for "mechanical systems." However, the TDL directs Lockheed to allocate hours for engineering support to "Camden," the location of the Lockheed Martin facility at which the M270A1 launcher was manufactured. Accordingly, review by the Investigative Officer determined that the tasks assigned by this TDL related to manufacturing engineering and as such, these tasks would have been outside the scope of DAAH01-95-C-0329, which provided for the development (not the production or manufacture) of the ILMS.

- TDL PT-P-99-020 required an "IFCS Maintainability Demonstration Dry Run and the formal IFCS Maintainability Demo" on the Improved Fire Control System of the M270A1 launcher. The TDL is dated April 30, 1999, after the funding cap was issued for DAAH01-92-C-0432. The TDL does not involve work on the launcher's ILMS and thus would not have been within the scope of DAAH01-95-C-0329.

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Any thoughts, insights or information would be appreciated.

Thanks

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