



Ministry  
of Defence



Redacted Under FOIA 2000 Section 40  
DES Wildcat-Comrci-SCO

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Defence Equipment & Support  
Wildcat Delivery Team  
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BA20 2YB



Attn: Redacted Under FOIA 2000 Section 40

Our Reference: 702427451

27 January 2022

Dear Redacted Under FOIA 2000 Section 40,

**OFFER OF CONTRACT NUMBER 702427451 LH21383 FOR THE WILDCAT TACTICAL DATA LINK – LINK 16 AND BOWMAN**

References

- A: Leonardo UK Ltd Proposal UKGB/BM/HM/JMS/LYNX/VAR016/0004 dated 12 October 2021
- B: Email to Redacted Under FOIA 2000 Section 40 dated 4 November requesting full Price Breakdown
- C: Email from Redacted Under FOIA 2000 Section 40 providing supporting Documentation including Pro-Pricer and sub-contractor Proposals.
- D: Emails between Redacted Under FOIA 2000 Section 40 dated 12 Nov 2021 in regard to the IPR
- E: Updated Pro-Pricer from Redacted Under FOIA 2000 Section 40 to reflect Redacted Under FOIA 2000 Section 43
- F: Email from Redacted Under FOIA 2000 Section 40 to request final sub contract costs with Redacted Under FOIA 2000 Section 40 reply dated 19 Jan 2022
- G: Revised Schedule for TDL Link 16 and Bowman received from LH dated 17 Jan 2022.
- H: Breakdown from GD dated 26 Jan 22
- I: Telecon various Redacted Under FOIA 2000 Section 40 reference Profit Rate final agreement of Redacted Under FOIA 2000 Section 43.
- J: Points of Clarification (POCs) FINAL ISSUE 7.1 dated 24 Jan 2022 (Annex C to Contract)
- K: Task A & B GFA List JPT-562955 dated 27 Oct 2021 amended via Annex D GFA list to Offer of Contract.
- L: Contract Commitment Review (CCR) dated 24 Jan 22 and Minutes dated 26 Jan 22

1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of the Contract, in accordance with the References above, details of which are set out in the attached Modifications Contracting Form (MCF) - Issue 1. The MCF describes the requirements and sets out the contract terms and conditions which will take effect upon acceptance by you of the Department's offer.

2. All pricing is provisional and subject to agreement of actual costs in accordance with DEFCON 653 (Edn 12/14). This will result in firm (pegged) pricing which will be updated under an amended MCF and an up-issued Annex A.

3. The Authority hereby offers a total firm / pegged price of Redacted Under FOIA 2000 Section 43 Ex VAT which covers all Task B elements of the work for Task B Wildcat Tactical Data Link – Line 16 and BOWMAN proposal for Demonstration Flight only. The complete work package is hereby contracted under the attached JMS MCF (Item 2), with the Milestone Payment Plan at Annex A.

4. The price for Item 2 is pegged in accordance with and subject to clause 2 of DEFCON 127 (Edn 12/14). The price is pegged on the basis that the 2021 & 2022 labour rates for Leonardo UK Ltd may be subject to change should revised rates be agreed between the Authority and the Supplier. LH have stated that a rate of [Redacted Under FOIA 2000 Section 43] Profit Rate is a reasonable profit rate for the nature of the work covered by this proposal, and is offered without prejudice to other price negotiations. The profit rate is Firm and not subject to change. The pegged/provisional elements of the price for Item 2 are agreed without prejudice to any future negotiation on this or any other Ministry of Defence Contract.
5. In regard to the price breakdown from GD, this is still being assessed as AAR by CBIT Team therefore it is agreed that the GD cost of [Redacted Under FOIA 2000 Section 43] is Provisionally Priced without prejudice to any future negotiation on this or any other Ministry of Defence Contract.
6. LH will not be claiming Bid preparation costs for this proposal as agreed under #9 on POCs at Annex C. This proposal was an [Redacted Under FOIA 2000 Section 43] and usual JMS process not adhered to. Section 10.1/LOL not agreed.
7. As signatory to the Montreal Protocol on Substances that deplete the ozone layers, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Appendix 1 of the Contract are contained in the Articles the subject of this Offer of Contract. Accordingly, you must provide with your acceptance of this offer, a list specifying:
- All Substances listed at Appendix 1 (adopting the nomenclature used therein) contained in the Articles (including packaging thereof) whether specified in the Contract, and
  - The quantity of each of the substances at Appendix 1 contained in the Articles, and
  - Where in the Articles (including packaging) the substances listed at Appendix 1 are contained, or
  - If a specific list is not provided then your acceptance of Contract 701552385 will constitute that you have 'Nil Return' in respect of a, b. and c. above.
8. A completed Montreal Protocol return as detailed at Paragraph 5 is to be returned to the Department at the address shown above.
9. Due to the current COVID-19 pandemic, the Department proposes to accept the above contract offer exceptionally by an exchange of emails rather than signing hard copies of the same. I confirm that I am authorised by the Department to accept the terms of the attached contract offer and this email expresses my intention to authenticate the contract.
10. Please arrange for a person the Supplier authorises to sign contract offers on its behalf to confirm by email, from their own individual email account to [Redacted Under FOIA 2000 Section 40] using the heading **Contract Offer for the Wildcat Tactical Data Link 16 Flight Demonstration (Contract Number: 702427451) between the Secretary of State for Defence acting as part of the Crown via Wildcat Delivery Team (the Authority) and Leonardo UK Ltd (the Supplier)** that they are authorised by the Supplier to accept the terms of the attached contract offer on its behalf, that their email expresses their intention to authenticate the contract offer and that the Supplier agrees to be bound by those terms. The contract start date will be on acceptance of the Contract Offer provided your authorised signatory returns their email to me before then. Until I receive your authorised signatory's email, the contract will not come into force.
11. Further to the above, Leonardo UK Ltd and the Authority acknowledge that the contracts, contract amendments and tasks contracted during this period do not take into account, and may be adversely affected by, the impact of COVID-19 and the exceptional measures being put in place by the UK and other Governments. Leonardo UK Ltd will continue to use reasonable endeavours to mitigate such impacts, however should both parties be adversely impacted Leonardo UK Ltd will notify the Authority of the extent of such impact on a case by case basis and the Parties will agree an appropriate revision in due course.

12. When you have accepted the Department's offer in accordance with Paragraph 8 above, you should proceed with the performance of the Contract.

Yours sincerely,

*(signed via email)*

Redacted Under FOIA 2000 Section 40

Wildcat Delivery Team – Senior Commercial Officer

REDACTED

### **MONTREAL PROTOCOL SUBSTANCES**

#### **CFCs**

Production of controlled CFCs has stopped.

CFC-11 (trichlorofluoromethane)

CFC-211

CFC-12 (dichlorodifluoromethane) CFC-212

CFC-13 CFC-213

CFC-111 CFC-214

CFC-112 CFC-215

CFC-113 (trichlorotrifluoroethane) CFC-216

CFC-114 (dichlorotetrafluoroethane) CFC-216

CFC-115 (chloropentafluoroethane)

**The above substances are also used in blends:**

e.g. CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22)

#### **Halons**

Production of controlled Halons has stopped

Halon-1211 (bromochlorodifluoromethane – BCF)

Halon-1301 (bromotrifluoromethane – BTM)

Halon-2402

#### **HBFCs**

**No production after 31 Dec 1995**

CHBr <sub>2</sub>	C <sub>2</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>2</sub>	C <sub>3</sub> HF <sub>4</sub> Br <sub>3</sub>	C <sub>3</sub> H <sub>3</sub> F <sub>2</sub> Br <sub>3</sub>
CHF <sub>2</sub> Br	C <sub>2</sub> H <sub>2</sub> F <sub>3</sub> Br	C <sub>3</sub> HF <sub>5</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>3</sub> F <sub>3</sub> Br <sub>2</sub>
CH <sub>2</sub> FBr	C <sub>2</sub> H <sub>3</sub> FBr <sub>2</sub>	C <sub>3</sub> HF <sub>6</sub> Br	C <sub>3</sub> H <sub>3</sub> F <sub>4</sub> Br
C <sub>2</sub> H <sub>3</sub> F <sub>2</sub> Br	C <sub>3</sub> H <sub>2</sub> FBr <sub>5</sub>	C <sub>3</sub> H <sub>4</sub> FBr <sub>3</sub>	C <sub>2</sub> HFBr <sub>4</sub>
C <sub>2</sub> H <sub>4</sub> FBr	C <sub>3</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>4</sub>	C <sub>3</sub> H <sub>4</sub> F <sub>2</sub> Br <sub>2</sub>	C <sub>2</sub> HF <sub>2</sub> Br <sub>3</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>3</sub> Br <sub>3</sub>	C <sub>3</sub> H <sub>4</sub> F <sub>3</sub> Br	C <sub>2</sub> HF <sub>3</sub> Br <sub>2</sub>	C <sub>3</sub> HFBr <sub>6</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>4</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>5</sub> FBr <sub>2</sub>	C <sub>2</sub> HF <sub>4</sub> Br	C <sub>3</sub> HF <sub>2</sub> Br <sub>5</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>5</sub> Br	C <sub>3</sub> H <sub>5</sub> F <sub>2</sub> Br		

## HCFCs

Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	HCFC-133
HCFC-225	HCFC-242		

CARBON TETRACHLORIDE (CCl<sub>4</sub>) – Production has stopped

1, 1, 1 – TRICHLOROETHANE (C<sub>2</sub>H<sub>3</sub>Cl<sub>3</sub>) – No production after 1/12/95

METHYL BROMIDE (CH<sub>3</sub>Br) – Production limits apply