AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO
P00016

3. EFFECTIVE DATE
19-May-2014

4. REQUISITION/PURCHASE REQ. NO

5. PROJECT NO (If applicable)

6. ISSUED BY
NAVAL AIR SYSTEMS COMMAND
A/RF-2.3.6.1
2100 BURBY ROAD BLDG 442
PATUXENT RIVER MD 20670

7. ADMINISTERED BY
DMC AEROSPACE LLC
2100 BURBY ROAD BLDG 442
ROOM 222
SAN ANTONIO TX 78226-1054

8. NAME AND ADDRESS OF CONTRACTOR

MY AEROSPACE LLC
10633 NE ENTRANCE RD
SAN ANTONIO TX 78216-6000

9. AMENDMENT OF SOLICITATION NO

9A. DATED (SEE ITEM 11)
X 10A. MOD OF CONTRACT/ORDER NO
N00019-11-D-0002

9B. DATED (SEE ITEM 13)
X 10B. DATED (SEE ITEM 13)
01-Apr-2011

X 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 offer is extended.
☐ is not extended

☐ Offer 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:
☐ By completing Items 18 and 19, and returning a copy of the amendment:
☐ By acknowledging receipt of this amendment on each copy of the offer submitted.
☐ By sight letter or telegram which includes a reference to the solicitation and amendment number.
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 such 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)

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

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT NO. IN ITEM 10A

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SUCH AS CHANGES IN PAYING OFFICE APPROPRIATION DATE, ETC. SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(B)

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3)

☐ OTHER (Specify type of modification and authority)

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: contract145019
The purpose of this modification is detailed on page 2.

PMT #: N00019-14-P7-PMA-207-0570

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

15A. NAME AND TITLE OF SIGNING CONTRACTING OFFICER

☐ 15A. NAME AND TITLE OF SIGNING CONTRACTING OFFICER (Type or print)

☐ 15C. DATE SIGNED
13-May-14

☐ 15C. DATE SIGNED

16C. DATE SIGNED
13-May-14

APPROVED BY DIRM 11-64

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Sofanya Blushing

30-02-00

Mail

Prepared by OSA
FAR (48 CFR) 53.243
SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased from [REMOVED] to [REMOVED].

The following have been added by full text:

SECTION A INFORMATION P00016

BLOCK 6
PoC Patricia Collier
AIR 2.3.5.1.3
301-757-5910
Patricia.collier@navy.mil

BLOCK 8
DUNS 126525976

BLOCK 14 continuation
Section B

Incorporate SubCLIN pricing from previously negotiated delivery orders and cost delivery orders.

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<thead>
<tr>
<th>CLIN</th>
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<td>0237AA. AB</td>
<td>COST C-26 ENGINE REPAIR</td>
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<td>0243AA</td>
<td>COST UC-35 EMERGENCY REPAIR FLEET</td>
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<td>COST UC-35 EMERGENCY REPAIR RESERVES</td>
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Section C

Incorporate Descriptions and Specifications for CLINs 0371 and 0471

Section G

a. Updated 5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

b. 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)
c. Delete 5252.232-9513  INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)

Section I

Incorporate clauses

d. 252.204-7012  SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

e. 252.219-7003  SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012) (DEVIATION 2013-00014)(AUG 2013)

f. 52.219-9  SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)(DEVIATION 2013-00014)(AUG 2013)

Section J

Attachment (1) Performance Work Statement (PWS).

Revise Paragraph 3.13.1.4 NRT Table FOR UC-35C/D Aircraft

Incorporated Paragraph 5.3.3.12.2.1 Long Term Deployment Spain Site Lead Mechanic

Revise Appendix E  Ordnance and Aircraft Survivability Equipment (06 November 2013)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0148  
The CLIN extended description (P00014) has been added.

CLIN 0248  
The CLIN extended description (P00014) has been added.

CLIN 0348  
The CLIN extended description (P00014) has been added.

CLIN 0448  
The CLIN extended description (P00014) has been added.

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</table>

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

**CLIN DESCRIPTIONS**

**CLINS 0001 – 0008 BASE SITE PHASE-IN (PWS 5.1)**

The Contractor shall provide all operations/services necessary to perform the requirements of Section 5.1 “On-Site Service Center Phase-In” under Attachment 1, PWS, and the Contractor’s Base Site Phase-In Plan (Base Period Only).

**CLINS 0X09 – 0X16 BASE SITE OPERATIONS (PWS 5.3)**

The Contractor shall provide on-site support center routine operations, such as direct and indirect labor, and scheduled and unscheduled maintenance (excluding depot requirements under CLINS for Scheduled Depot Level Maintenance) to perform the requirements of Section 5.3, “Base Site Operations (BSO),” under Attachment 1, PWS.

Examples of activities/costs associated with routine site operations include, but are not limited to, salaries of on-site personnel, uniform expenses, housing allowances, location/relocation allowances, office supplies, equipment rental fees or equipment purchase expenses, all costs associated with maintaining compliance with site regulations (environmental, safety, security, etc.), all activities/costs for the training of personnel including ongoing refresher training, costs for medical exams and shots, and visa/passport requirements. Also included are any activities/expenses related to compliance with Italian TESA requirements at the sites in Italy.

Excluded from the activities/costs associated with routine site operations are the costs of the parts and material involved in the direct operation and maintenance of the aircraft. Material requirements/costs involved in the direct
Operation and maintenance of the aircraft are covered under CLINS 0X17 – 0X24, Flight Operations Material Requirements.

**CLINS 0X17 – 0X24 FLIGHT OPERATIONS MATERIAL REQUIREMENTS (PWS 5.4)**

The Contractor shall provide all parts and materials to support flight operations in accordance with Section 3.8, “Property and Parts Management,” and Section 5.4, “Flight Operations Material Requirements,” under Attachment 1, PWS. These CLINS include, but are not limited to, parts and material for the repair of all GFE (to include ground support equipment), manuals, equipment, tools, tooling, shipping, handling, lubricants, nitrogen, hydraulic fluid, oxygen, Freon, checks, tie downs, Continuous Alcohol Water Injection (CAWI), engine washes and life raft certification.

**CLINS 0X25 – 0X34 & 0X53 – 0X57 SCHEDULED DEPOT LEVEL MAINTENANCE (PWS 5.5.4)**

(a) **ENGINE OVERHAUL (CLINS 0X25 – 0X28)**

1. The Contractor shall provide engine overhauls on a “per occurrence” basis and shall include all labor, services, facilities, equipment and direct and indirect parts and material designated by the OEM as mandatory replacement for each overhaul. The firm fixed price also includes the removal and shipping of unserviceable and replacement engines that are necessary to perform the requirements described in Section 3.8, “Property and Parts Management,” and Section 5.5.4 “Engine and Propeller Overhaul” under Attachment 1, PWS. The firm fixed price includes reinstallation of the engine and all costs associated with provision, operation and maintenance of the replacement engine during overhaul. The labor, parts and materials (including shipping costs) for on-condition items that are designated by the OEM as mandatory replacement for each engine overhaul event shall be included in the applicable firm fixed unit price under CLINS 0X25-0X28 as applicable. The labor, parts and materials (including shipping costs) that are required outside those designated by the OEM as mandatory replacement items will be considered over and above in accordance with H-5 Over and Above Request Procedures (JUNE 2012) (P0010).

2. Title for all Government-owned engines removed from the aircraft remains with the Government.

(b) **HOT SECTION INSPECTION (HSI) (CLINS 0X29 – 0X32)**

The Contractor shall provide engine HSIs on a “per occurrence” basis to include all direct and indirect mandatory replacement parts that will operate until the next HSI or Time Between Overhaul (TBO), and material, equipment, tools, shipping and facilities to perform the HSI in accordance with the requirements of Section 5.5.5 “Engine Hot Section Inspection” under Attachment 1, PWS. The parts and materials (including shipping costs) that are designated by the OEM as mandatory replacement for each HSI event shall be included in the applicable firm fixed unit price under CLINS 0X29-0X32. The labor, parts and materials (including shipping costs) that are required outside those designated by the OEM as mandatory replacement items will be considered over and above in accordance with H-5 Over and Above Request Procedures (JUNE 2012) (P0010).

Note: Labor for HSI is included in the fixed monthly price for Base Operations Support.

(c) **PROPELLER OVERHAUL/BLADE REPLACEMENT (CLINS 0X33 – 0X34)**

The Contractor shall provide propeller overhauls/blade replacements on a “per occurrence” basis to include all labor, services, facilities, equipment and direct and indirect parts and material designated by the OEM as mandatory replacement for each propeller overhaul/blade replacement. The firm fixed price also includes the shipping of unserviceable and replacement propellers and blades that are necessary to perform the requirements of Section 5.5.4 “Engine and Propeller Overhaul” and Section 5.5.6 “Propeller Blade Replacement:” under Attachment 1, PWS. The labor and parts and material for on-condition items shall be reimbursed under CLINS 0X33 and 0X34 as applicable.

(d) **STRIP AND PAINT (CLINS 0X53 – 0X57)**

The Contractor shall provide all labor, services, facilities, equipment, and direct and indirect parts and materials to perform the requirements of the applicable specifications for strip and paint in accordance with Section 5.5.1 “Strip and Paint” under Attachment 1, PWS.

**CLINS 0X35 – 0X37 ENGINE REPAIR (PWS 5.5.6)**
The contractor shall provide engine repairs in accordance with PWS 5.5.6. Included in CLINs 0X35-0X37 are those costs associated with engine repair services provided by a commercial aircraft support facility commonly referred to as Fixed Based Operator (FBO). Included are the costs of the FBO vendor services, including both labor and material, required to complete engine repair actions.

**CLINS 0X38 – 0X42 RENTAL ENGINES (PWS 5.8.1)**

The Contractor shall provide TPE-331-12 (RC/EC/C-26), JT15D-5D (UC-35C) and PWC535A (UC-35D) rental engines that are maintained under OEM/FAA criteria with up-to-date commercial logbooks in accordance with Section 5.8.1 “Rental Engine” under Attachment 1, PWS.

**CLINS 0X43 – 0X45 EMERGENCY REPAIR (PWS 5.5.7)**

The contractor shall provide emergency repairs in accordance with PWS 5.5.7. Included in CLINs 0X43-0X45 are those costs associated with aircraft maintenance and repair services provided by a commercial aircraft support facility commonly referred to as Fixed Based Operator (FBO). Included are the costs of the FBO vendor services, including both labor and material (including shipping costs), required to complete emergency aircraft maintenance or repair actions.

**CLINS 0046-0047 Communications, Navigation, and Surveillance – Air Traffic Management (CNS-ATM) Modification/Upgrades for UC-35 and C-26 NLL aircraft (PWS 5.5.9) [P00004]**

The contractor shall provide CNS-ATM requirements as requested and as negotiated. CLINS 0X46 and 0X47 will cover costs of the Contractor and any subcontractors/vendors, including both labor and material, required to complete the aircraft upgrades.

[Note – Option CLINS 01, 02, 03, and 04 remain designated as RESERVED]

**CLINS 0X48 UC-35 LONG TERM DEPLOYMENT [P00014]**

The Contractor shall provide all additional labor in excess of that required under the FFP CLINs (0X09-0X16), including overtime and shift differential pay, travel, per diem, shipment of any equipment to include Government Furnished Equipment (GFE) and all ancillary costs (e.g., medical examinations, passports, and visas, training, etc. for additional personnel) to support UC-35 long term deployment in accordance with Section 5.3.3.12.2 “UC-35 Long-Term Deployment” under Attachment 1, PWS. Aircraft materials to support UC-35 Long-Term Deployment are included in Flight Operation Material Requirements CLINs 0X17-0X24.

**CLINS 0X49 – 0X50 OEM ENGINEERING AND TECHNICAL SERVICES (PWS 5.8.2)**

The Contractor shall provide OEM Engineering and Technical Services in accordance with Section 5.8.2, “Original Equipment Manufacturer Engineering and Technical Services,” under Attachment 1, PWS.

**CLINS 0X51 CONTRACT DATA REQUIREMENTS LIST**

The Contractor shall provide Contract Data Requirements List (CDRL), DD Form 1423 reports, in accordance with Exhibits A001- A016.

**CLINS 0X52 TECHNICAL PUBLICATIONS YEARLY SUBSCRIPTION (PWS 5.3.3.13)**

The Contractor shall provide support to research, prepare and distribute technical publications in accordance with Section 5.3.3.13, “Technical Publications” under Attachment 1, PWS. Included are annual subscriptions for the Aircraft Operational Manuals, Aircraft Flight Manuals, Airframe Manuals, Avionics Manuals, Systems Manuals, Engine Manuals, and Propeller Manuals.

**CLINS 0X58 – 0X67 SCHEDULED / UNSCHEDULED CONDITIONAL MAINTENANCE (PWS 5.6)**
The Contractor shall provide labor in support of scheduled/unscheduled conditional maintenance when not accomplished using on-site support center (OSC) personnel in accordance with Section 5.6 "Over and Above Maintenance" under Attachment 1, PWS. Included in the unit labor rate should be a composite rate of all labor skills required. The Contractor shall not include the cost of materials used to support conditional maintenance or labor costs for BSO personnel. The cost of materials used to support conditional maintenance is included in CLINS 0X17-0X24, and the cost of BSO personnel is included in CLINS 0X09-0X16.

NOTE: "SCHEDULED" added in (P00004)

**CLINS 0X68 SUPPORT OF OPERATION NEW DAWN (PWS 5.7)**

The Contractor shall provide labor, travel, per diem, and all ancillary costs (e.g., medical examinations, passports and visas, training, etc. for additional personnel) to support Operation New Dawn in accordance with Section 5.7, "Deployment in support of Operation New Dawn (OND)" under Attachment 1, PWS, and PWS Appendix E. Aircraft materials to support Operation New Dawn are included in Flight Operation Material Requirements CLINS 0X17-0X24.

**CLINS 0X69 TRAVEL and PER DIEM (PWS 5.3.3.12 & 5.6)**

The Contractor shall provide travel, per diem and other support requirements in accordance with Section 5.3.3.12, "Deployment," and Section 5.6, "Over and Above Maintenance," under Attachment 1, PWS, and NAVAIR Clause 5252.232-9509, "Reimbursement of Travel, Per Diem, and Special Material Costs."

**CLINS 0X70 OVER AND ABOVE DIRECT PARTS AND MATERIALS (PWS 5.6)**

The Contractor shall provide over and above direct parts and materials in accordance with Section 5.6, "Over and Above Maintenance," under Attachment 1, PWS, and H-5 Over and Above Request Procedures (JUNE 2012) (P0010)

**CLINS 0401 - 0408 TRANSITION PHASE-OUT (PWS 5.2)**

The Contractor shall provide support for phase-out activities in accordance Section 5.2 "Transition Phase-Out" under Attachment 1, PWS, and the transition phase-out plan submitted under CDRL Exhibit A009. All effort associated with the incumbent contractor turning over site operations to a follow-on contractor shall be included under these CLINS. This includes, but is not limited to, removing and shipping any Contractor-owned material or equipment and personnel transportation and relocation costs.

**CLINS 0371 and 0471 - (PWS 5.2) LONG TERM DEPLOYMENT PERMANENT MECHANIC (PWS 5.3.)**

The Contractor shall provide additional support for the long term deployment in Spain in accordance with Section 5.3.3.12.2.1 Long Term Deployment Spain Site Lead Mechanic. (P00016)

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for SUBCLIN 0146AA:

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The following Acceptance/Inspection Schedule was added for SUBCLIN 0146AB:

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INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0146AD:

INSPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0237AA:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0237AB:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0243AA:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0244AA:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0246AA:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0246AB:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0246AC:

INPECT AT
Origin
Government

INSPECT BY
Destination

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0246AD:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0247AA:

INPECT AT
Origin
Government

INSPECT BY
Origin

ACCEPT AT
Government
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SECTION F - DELIVERIES OR PERFORMANCE

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TOB: Origin

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To:

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SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

252.232-7066  WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)
(a) Definitions. as used in this clause—
"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
"Document type" means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).
"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) WAWF access. To access WAWF, the Contractor shall--
   (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
   (1) Document type. The Contractor shall use the following document type(s).
(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*
Field Name in WAWF
Pay Official DoDAAC: HQ0338
Issue By DoDAAC: N00019
Admin DoDAAC: S4815A
Inspect By DoDAAC: N00019
Ship To Code: N00019
Ship From Code: TBD
Mark For Code: TBD
Service Approver (DoDAAC): S4815A
Service Acceptor (DoDAAC): S4815A
Accept at Other DoDAAC: 
LPO DoDAAC: 
DCAA Auditor DoDAAC: HAA441

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

The following have been modified:

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

<table>
<thead>
<tr>
<th>Functions Retained</th>
<th>Retained for Performance By:</th>
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</thead>
<tbody>
<tr>
<td>Partially retained-FAR42.302(a)(56) Maintain surveillance of flight operations</td>
<td>Either COR or ACOR or GFR at military base operations sites.</td>
</tr>
<tr>
<td></td>
<td>ACO at non-military sites.</td>
</tr>
</tbody>
</table>
The following have been deleted:

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) MAR 2009

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)(DEVIATION 2013-00014)(AUG 2013)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.ehrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for
services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes
Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option
periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in
support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on
a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan,
except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into
by a Federal Government prime Contractor or subcontractor calling for supplies or services required for
performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where
applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business,
service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business,
and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan
must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-
owned small business, HUBZone small business, small disadvantaged business, and women-owned small business
concerns with a separate plan for the basic contract and separate parts for each option (if any). The plan shall be
included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time
specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror
ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small
business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business,
small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall
include all subcontracts that contribute to contract performance, and may include a proportionate share of products
and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(ii) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for
small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business
Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC
or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract
towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or
Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its
goals, the ANC or Indian tribe shall designate only a portion of the total subcontract amount to each Contractor. The
sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the
prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30
days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation
within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will
be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected
sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
(v) Total dollars planned to be subcontracted to HUBZone small business concerns;
(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and
Indian tribes); and
(vii) Total dollars planned to be subcontracted to women-owned small business concerns.
(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
   (i) Small business concerns;
   (ii) Veteran-owned small business concerns;
   (iii) Service-disabled veteran-owned small business concerns;
   (iv) HUBZone small business concerns;
   (v) Small disadvantaged business concerns, and
   (vi) Women-owned small business concerns.

(4) A description of the methods used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the methods used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management database (SAM), veteran service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the methods used to determine the proportionate share of indirect costs to be incurred with --
   (i) Small business concerns (including ANC and Indian tribes);
   (ii) Veteran-owned small business concerns;
   (iii) Service-disabled veteran-owned small business concerns;
   (iv) HUBZone small business concerns;
   (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
   (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled 'Utilization of Small Business Concerns' in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1,500,000 for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --
   (i) Cooperate in any studies or surveys as may be required;
   (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
   (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR). In accordance with paragraph (f) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
   (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
   (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated).

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;
(B) Whether veteran-owned small business concerns were solicited and, if not, why not;
(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
(D) Whether HUBZone small business concerns were solicited and, if not, why not;
(E) Whether small disadvantaged business concerns were solicited and if not, why not;
(F) Whether women-owned small business concerns were solicited and if not, why not;
(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;
(B) Business development organizations;
(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and
(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System for Award Management (SAM) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for
the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(i) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor shall inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRSs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISRS. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
(iii) The authority to acknowledge receipt or reject the ISR resides--
(A) In the case of the prime Contractor, with the Contracting Officer; and
(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.
(i) Reports submitted under individual contract plans--
(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.
(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $650,000(over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.
(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.
(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan--
(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.
(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)
(a) Definitions. As used in this clause--
"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.
"Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).
"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.
"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.
"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F.
in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media. "Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within any information system.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data - Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security the Contractor shall:

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum:

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how:

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information system security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (http://csrc.nist.gov/publications/PubsSPs.html).)

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Legend:
AC: Access Control  MA: Maintenance
AT: Awareness and Training  MP: Media Protection
AU: Auditing and Accountability  PE: Physical & Environmental Protection
CM: Configuration Management  PM: Program Management
CP: Contingency Planning  RA: Risk Assessment
IA: Identification and Authentication  SC: System & Communications Protection
IR: Incident Response  SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(i) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (http://dibnet.dod.mil/) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(ii) Data Universal Numbering System (DUNS).

(iii) Contract numbers affected unless all contracts by the company are affected.

(iv) Facility CAGE code if the location of the event is different than the prime Contractor location.

(v) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(vi) Contracting Officer point of contact (address, position, telephone, email).

(vii) Contract clearance level.

(viii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(ix) DoD programs, platforms or systems involved.

(x) Location(s) of compromise.

(xi) Date incident discovered.

(xii) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xiii) Description of technical information compromised.

(xiv) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding any cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall --

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users
accounts. This includes analyzing information systems that were part of the compromise, as well as other
information systems on the network that were accessed as a result of the compromise.

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical
information associated with DoD programs, systems or contracts, including military programs, systems and
technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet
capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer
will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of
the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor
shall comply with damage assessment information requests. The requirement to share files and images exists unless
there are legal restrictions that limit a company’s ability to share digital media. The Contractor shall inform the
Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(c) Protection of reported information. Except to the extent that such information is lawfully publicly available
without restrictions, the Government will protect information reported or otherwise provided to DoD under this
clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark
attributed information reported or otherwise provided to the DoD. The Government may use information, including
attributed information and disclose it only to authorized persons for purposes and activities consistent with this
clause.

(f) Nothing in this clause limits the Government’s ability to conduct law enforcement or counterintelligence
activities, or other lawful activities in the interest of homeland security and national security. The results of the
activities described in this clause may be used to support an investigation and prosecution of any person or entity,
including those attempting to infiltrate or compromise information on a contractor information system in violation of
any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all
subcontracts, including subcontracts for commercial items.

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012)
(DEVIATION 2013-00014)(AUG 2013)
This clause supplements the Federal Acquisition Regulation 52.219-9. Small Business Subcontracting Plan, clause
of this contract.

(a) Definitions. As used in this clause—
“Historically black colleges and universities” means institutions determined by the Secretary of Education to meet
the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an
integral part of such a college or university before November 14, 1986.

“Minority institutions” means institutions meeting the requirements of Section 1046(3) of the Higher Education
Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section
316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

“Summary Subcontract Report (SSR) Coordinator” means the individual who is registered in eSRS at the
Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term “small disadvantaged
business,” when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority
institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business
concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or
Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor’s small business subcontracting
goal.

(e) A mentor firm, under the Pilot Mentor-Protégé Program established under section 831 of Public Law 101-510,
as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protégé firms which are qualified organizations employing the severely disabled; and
(2) Former protégé firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 ("Agency to which the report is being submitted") by selecting the "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>DESCRIPTION</th>
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<th>DATE</th>
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<tr>
<td>Exhibit A</td>
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<td>A018</td>
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<td>24-AUG-2011 [P00004]</td>
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<td>Navy Light Lift (NLL) Performance Work Statement</td>
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<td>(PWS)</td>
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<td>16-APR-2014 [P00016]</td>
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<td>Approved Key Management Personnel Listing</td>
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<td>Phase-In Plan</td>
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(End of Summary of Changes)
NAVY LIGHT LIFT PERFORMANCE WORK STATEMENT

1.0 SCOPE. This Performance Work Statement (PWS) is for Contractor Logistics Support (CLS) for the Navy Light Lift (NLL) program. The NLL program includes 12 UC-35 US Marine Corps (USMC) aircraft located at five permanent sites and seven RC/EC/C-26 Navy aircraft located at three permanent sites. Six of the 12 UC-35 aircraft are modified with Aircraft Survivability Equipment (ASE). CLS includes maintenance, repair, engineering and technical services, aircraft upgrade and modifications, and integrated logistics support services to the NLL program. The Contractor shall provide all maintenance and material support in accordance with the Original Equipment Manufacturer (OEM) Maintenance Manual and a Progressive Federal Aviation Administration (FAA) approved maintenance plan for the UC-35C/D aircraft and the RC/EC/C-26D aircraft. The Contractor shall furnish all required documentation, material, equipment, property, facilities, and vehicles not provided as Government Furnished Property (GFP) to perform this contract.

1.1 BACKGROUND. Currently the NLL aircraft are operating at the following home base locations (Base Site Operations (BSO)):

<table>
<thead>
<tr>
<th>Home Base Location</th>
<th>Aircraft T/M/S</th>
<th>QTY</th>
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</thead>
<tbody>
<tr>
<td>VMR JRB Belle Chasse, Louisiana</td>
<td>UC-35C</td>
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<tr>
<td>VMR Andrews, Maryland</td>
<td>UC-35D</td>
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<td>MCAS Futenma, Okinawa Japan</td>
<td>UC-35D</td>
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<td>MCAS Miramar, California</td>
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<td>2</td>
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<td>MCAS Cherry Point, North Carolina</td>
<td>UC-35D</td>
<td>2</td>
</tr>
<tr>
<td>PMRF Barking Sands, Hawaii</td>
<td>RC/EC-C-26D</td>
<td>3</td>
</tr>
<tr>
<td>NSA Sigonella, Italy</td>
<td>C-26D</td>
<td>2</td>
</tr>
<tr>
<td>NSA Naples, Italy</td>
<td>C-26D</td>
<td>2</td>
</tr>
</tbody>
</table>

The UC-35D forward deploys to both Continental United States (CONUS) and Out-of-Continental United States (OCONUS) operational sites. Currently, two UC-35D are on long-term deployments to Qatar in support of Operation New Dawn. There may be a need to activate supplementary NLL sites and to deactivate support sites.

1.2 SYSTEM DESCRIPTION. The UC-35C/D is a commercial, FAA type-certified Cessna Model 560 Ultra and Encore aircraft. The UC-35C/D’s mission is to provide time-sensitive movement of personnel and cargo, as well as limited medical evacuation. The RC/EC-C-26D is a commercial, FAA type-certified Fairchild Metso 23, SA227. The RC/EC/C-26D’s mission is to provide time-sensitive movement of personnel and cargo, as well as limited medical evacuation. The RC-26 aircraft located at PMRF Barking Sands, Hawaii perform range control missions.

2.0 APPLICABLE DOCUMENTS. The Contractor shall comply with the following documents to the extent necessary to maintain airworthiness certification.

2.1 Federal Aviation Administration (FAA) / Federal Aviation Regulations (FAR)

2.1.1 FAR Part 21, Certification Procedures for Products and Parts.
2.1.2 FAR Part 43, Maintenance, Preventive Maintenance, Rebuilding, and Alteration.
2.1.3 FAR Part 91, Owner's Inspection Program
2.1.4 FAR Part 135, Air Taxi and Commuters Operating Requirements.
2.1.5 FAR Part 145, Repair Station Requirements
2.1.6 European Aviation Safety Agency (EASA) Part 145 certified Repair Station (to be used as an acceptable equivalent to 14 CFR Part 145)

2.2 Department of Defense Instructions

2.2.1 COMNAVAIRFORINST 4790.2J, Naval Aviation Maintenance Plan
2.2.2 OPNAVINST 3710.7T, NATOPS General Flight and Operations Instructions
2.2.3 OPNAVINST 3750.6R, The Naval Aviation Safety Program
2.2.4 OPNAVINST 8023.23, Navy Personnel Ammunition and Explosives Handling Qualification and Certification Program
2.2.5 NAVAIR Manual 01-1A-509
2.2.6 DoD Joint Travel Regulations (JTR) Volume 2, Civilian Employees
2.2.7 DOD 4145.26-M DOD Contractor’s Safety Manual for Ammunition and Explosives
2.2.8 NATOPS MANUAL NAVAIR 01-C35CAA-1 dated 01 September 2006
2.2.9 NATOPS MANUAL A1-C26DA-NFM-000 dated 30 May 2008
2.2.10 MCO 8023.3B Personnel Qualification and Certification Program for Class V Ammunition and Explosives

2.3 Non-Government standards and other publications.

2.3.1 International Standard ISO 9001:2000
2.3.2 National Aerospace Standard 411
2.3.3 Cessna Maintenance Publications
2.3.4 M7 Aerospace Maintenance Publications

3.0 GENERAL REQUIREMENTS (Applicable to all CLINs)

3.1 CERTIFICATIONS. Any entity performing depot level maintenance shall have and maintain one of the following certificates:

- FAA FAR Part 145 Airframe Class 3 or 4 Repair Station Air Agency Certificate;
- FAA FAR Part 145 Limited Rating Certificate for any model of Cessna 560 and Fairchild Model SA227, or similar aircraft; or
- FAA FAR Part 135 Flight Operations Air Carrier Certificate for any model Cessna 560 and Fairchild Model SA227, or similar aircraft.
- European Aviation Safety Agency (EASA) Part 145 certified Repair Station (to be used as an acceptable equivalent to 14 CFR Part 145) [P00003]

A "similar" aircraft is one that is at a minimum a twin-engine turboprop aircraft and twin turboprop aircraft.

FAR Part 135 Operations Manual. The Contractor shall perform on-site maintenance and flight support of the UC-35C/D and RC/EC/C-26D in accordance with Federal Aviation Regulation Part 135 with a Part 91 Progressive Inspection Program under one of the provisions of:

- Federal Aviation Regulation 91.409(f)(1) through 91.409(f)(4)
- Federal Aviation Regulation Part 43 Maintenance Program

Navy Light Lift (NLL) Contractor Logistics Support (CLS)
• Federal Aviation Regulation Part 135 Operations Manual

If the Contractor does not hold a Federal Aviation Regulation Part 135 Air Operators Certificate for the Cessna 560 and Fairchild SA227, the Contractor must develop an Operation Manual that meets the intent of Federal Aviation Regulation Part 135 for a Cessna Model 560 Ultra and Encore aircraft and Fairchild Metro 23 SA227. The manual shall be submitted in accordance with CDRL A017.

3.2 MEETINGS AND COMMUNICATIONS

3.2.1 Teleconferences. The Contractor shall provide, through weekly teleconference or user conferences, feedback to the operators and PMA207 on negative trends and mitigation.

3.2.2 Post-Award Conference. The Contractor shall conduct a post award meeting to include contracts and management with Government participation, no later than 30 Days After Contract (DAC) award at the Contractor's facility. The Contractor, in conjunction with the Government, shall develop a Government-approved agenda five working days prior to the meeting.

3.2.3 Program Management Reviews. The Contractor shall schedule and conduct Program Management Reviews on a semi annual basis, or at the request of the Program Management Office (PMA207). Anticipate one review to be held at Program Office site or other operating site and the other will be at the Contractor facility. Travel in support of PMR will be covered under BSO. The Contractor shall demonstrate progress to date to include contract and schedule compliance, personnel status, subcontract status, data management, financial status, engineering status, interface activities with other Contractors and technical performance at each management review.

3.3 OBSOLETE EQUIPMENT, PARTS AND MATERIAL. The Contractor shall identify obsolete aircraft equipment, parts, and material and suitable substitutes so procurement can be processed in a timely manner.

3.4 FLIGHT WORTHINESS RESPONSIBILITY. The Contractor is ultimately responsible for ensuring flight worthiness for the UC-35C/D and the RC/EC/C-26 aircraft.

3.5 OPERATIONS SECURITY PROGRAM. The Contractor shall maintain an operations security program as required by DD Form 254. The Contractor shall provide the plan in accordance with CDRL A016.

3.6 MAINTENANCE RECORD KEEPING. The Contractor shall maintain the following records and forms at the BSOs. Records and forms maintained by the Contractor in support of this contract shall be turned over to the Government as directed.

3.6.1 Naval Aircraft Flight Record, OPNAV Form 3710/4. This form will be completed in its entirety by the pilot and turned in to the Contractor. The Contractor shall verify the flight data and forward the form to each site ACOR for both the UC-35C/D and the RC/EC/C-26 aircraft.
3.6.2 Aircraft Inspection and Acceptance Record, OPNAV Form 4790/141. The Contractor shall complete the “Safe for Flight” certification portion of the form. After the pilot signs this document, the Contractor shall provide this form to each site ACOR for retention for the RC/EC/C-26 aircraft only. This form is signed by the person who performs the daily preflight inspection indicating the aircraft is safe for flight. The Contractor shall provide a yearly certification for the UC-35C/D to show the aircraft has been maintained in accordance with OEM and FAA requirements and is airworthy.

3.6.3 Visual Information Display System/Maintenance Action Form (VIDS/MAF), OPNAV Form 4790/80

3.6.3.1 The Contractor shall use this five-part form to record all aircraft discrepancies, inspections, TD compliance, and maintenance actions. All five parts must be legible. The respective party, either Government or Contractor, shall record all discrepancies on the form. The pilot will describe the problem in the discrepancy block and check the appropriate status of the aircraft. The Contractor shall annotate the “FCF REQUIRED” block on the VIDS/MAF when maintenance actions require Functional Check Flight as identified in the Flight or Maintenance Manuals. The Contractor personnel shall complete the VIDS/MAF, including man-hours expended, except for Subsystem Capability Impact Reporting (SCIR) data in accordance with COMNAVAFORINST 4790.2 series. The form will be provided to and retained by each site ACOR for the RC/EC/C-26 aircraft only.

3.6.3.2 The Contractor shall complete VIDS/MAF Parts 1, 2, and 5 for discrepancy correction and record keeping for the RC/EC/C-26 aircraft only.

3.6.3.3 The Contractor shall keep VIDS/MAF Part 4 in a chronological file called the Aircraft Discrepancy Book (ADB) for each aircraft. The Contractor shall ensure that the ADB contains VIDS/MAF Part 4 of all discrepancies from the last ten previous flights plus any uncorrected discrepancies. The Contractor shall present VIDS/MAF Part 4 to the pilot prior to each flight. These files will be retained with the aircraft logbook for the RC/EC/C-26 aircraft only.

3.6.3.4 The Contractor shall forward VIDS/MAF Part 3 to each site ACOR for the RC/EC/C-26 aircraft only.

3.6.5 LOGBOOKS

3.6.5.1 Aircraft Logbooks. The RC/EC/C-26 and UC-35C/D uses FAA logbooks. Completed logbooks will be provided to each site ACOR for retention for both the RC/EC/C-26 and UC-35C/D aircraft. Maintenance records for the UC-35 will be generated through CESCOM and maintained in the logbook.
3.6.5.2 **Engine and Propeller Logbooks.** FAA-approved commercial logbooks are used in lieu of Navy logbooks for the UC-35C/D engine (JT15D/PW535A) and the RC/EC/C-26D engine (TPE331-12UAR) and the McCauley Propeller. The Contractor shall maintain the appropriate forms at each BSO for each engine. [Rev P00004]

3.6.6 **CESCOM MAINTENANCE TRANSACTION RECORDS.** The Contractor shall maintain CESCOM maintenance program for all UC-35 aircraft.

3.6.7 **MANAGEMENT INFORMATION SYSTEM, DATA COLLECTION, DOCUMENTATION AND REPORTING REQUIREMENTS FOR RC/EC/C-26 AIRCRAFT.** The Contractor shall establish and maintain a real-time computerized management information system (MIS) that shall provide centralized maintenance management information. The Contractor shall develop and maintain this data for the life of the contract. The Government shall have “read only” access to this MIS through a web site via the internet. The Government shall also have the ability to print data from the MIS. The maintenance information gathered in the MIS is Government property. The Contractor shall provide digital data contained in its maintenance information system in Microsoft Office compatible format to the follow-on Contractor. The Contractor shall initiate and keep current all logs, records, and technical data identified in this PWS, including Service-provided and FAA forms (e.g., Supplemental Type Certificate, Major Repair and Alteration). All logs, maintenance records and technical data shall be available at each of the sites and available for Government review upon request.

3.7 **QUALITY ASSURANCE PROGRAM.** The Quality Assurance Program shall be part of the Contractor’s or subcontractor’s FAR Part145 or 135 operation. The Contractor shall document its Quality Assurance Program in a Quality Assurance Plan. The Quality Assurance Plan shall be tailored to the NLL Program. The Quality Assurance Plan shall be reported in accordance with CDRL A003. The objectives of the Quality Assurance Program are as follows:


3.7.2 **Customer Liaison Program.** The Contractor shall develop and execute a Navy tailored Customer Liaison Program that includes the following elements:

- Aircraft acceptance
- Post maintenance check-flight briefing procedures
- Customer familiarization and indoctrination with rework specifications and the extent of depot level maintenance
- Customer Satisfaction. The Contractor shall develop a procedure to gather and evaluate information concerning customer satisfaction after the aircraft has returned to the user activity. The
Contractor shall provide the customer feedback evaluation in accordance with CDRL A004.

3.7.3 Trend Analysis. The Contractor shall gather, sort, tabulate, and perform trend analysis of source maintenance data. This data shall reference, but not limited to, field service reports, Functional Check Flight (FCF) reports, incident reports, Quality Deficiency Reports (QDR), and mishap reports. The Contractor shall identify any Mean Time Between Failure (MTBF) trends on parts and material having a probable negative impact on aircraft operations or availability. If a Time Before Overhaul item fails prior to the expiration of the manufacturer’s recommended TBO, the Contractor shall report these items to the ACOR and Program Office in accordance with CDRL A001.

3.7.4 FOREIGN OBJECT DAMAGE AND TOOL CONTROL

3.7.4.1 Foreign Object Damage. The Contractor shall implement a FOD Prevention Program that satisfies the objectives established by the “FOD Prevention Industry Guideline, Rev. B, January 1996.”

3.7.4.2 Tool Control. The Contractor shall ensure that each mechanic maintains responsibility for common hand tools. The Contractor shall maintain an inventory of tools owned by each mechanic. The Contractor shall require an individual who discovers that a tool is missing to immediately report the incident to his or her supervisor. If the tool is deemed lost, the Contractor shall initiate an immediate search. If the tool is not found, the Contractor shall notify the ACOR and Program Office (PMA-207) and the aircraft shall be inspected thoroughly to the depth necessary to ensure that the lost tool is not in any aircraft on which the tool was used prior to that aircraft being released for flight by the ACOR. Such an occurrence shall be documented in the aircraft’s logbook and associated records.

3.8 PROPERTY AND PARTS MANAGEMENT

3.8.1 Property Management System. The Contractor shall possess and maintain a Property Management System in accordance with Federal Aviation Regulation Part 145 or 135 certification guidelines and FAR Part 45. Such a system shall be used to maintain property control, procurement, packaging and packing, transportation, and quality assurance (including receiving inspection and positive control of all defective not suitable for flight items) for all parts and material used in support of UC-35C/D and RC/EC/C-26D aircraft. The Contractor shall provide an inventory in accordance with CDRL A005.

3.8.2 Federal Aviation Administration Approved Parts and Material. All FAA-certified parts and materials that require procurement, refurbishment or repair shall be obtained from FAA-approved vendors. All refurbished parts and material shall be refurbished in accordance with FAA standards and shall possess a FAA 8130 tag. Refurbished or repaired parts that do not have an 8130 tag shall not be installed on a Government aircraft.

3.9 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all applicable local, state, federal, and foreign government environmental laws and regulations. The
Contractor shall maintain a Hazardous Material Handling and Reduction Program in accordance with National Aerospace Standard 411.

3.10 AIRCRAFT COMPONENT CONFIGURATION MANAGEMENT. The Contractor shall track and control configuration status of the UC-35C/D and RC/EC/C-26D aircraft. The Contractor shall not perform any aircraft configuration modification without approval from the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO). The Contractor shall report all changes in aircraft configuration status to the Program Office and the UC-35C/D Model Manager and RC/EC/C-26D Model Manager in accordance with CDRL A006.

3.11 CORROSION CONTROL. The Contractor shall implement an integrated Corrosion Control Program at all sites. The Contractor shall use Cessna and Pratt & Whitney-Corrosion Manuals and the Pratt & Whitney Engine Cleaning and Magnesium Corrosion Treatment Manual for the UC-35C/D aircraft and NAVAIR Manual 01-1A-509 or commercial equivalent for guidance for the RC/EC-C-26 aircraft.

3.12 REPORTS

3.12.1 The Contractor shall submit an Aircraft Daily Status Report in accordance with CDRL A007.

3.12.2 The Contractor shall submit a Contract Funds Status Report (CFSR) in accordance with CDRL A008. The Contractor shall show the current period and all prior periods separately.

3.12.3 The Contractor shall calculate the Mission Capability (MC) rate per aircraft according to the provisions of Reduced Payments Clause H-1. The Contractor shall obtain ACOR concurrence/non-concurrence per aircraft for the MC rate. The MC rate, flight hours and engine hours shall be reported according to CDRL A010.

3.12.4 The Contractor shall submit a Time Before Overhaul Report in accordance with CDRL A013.

3.12.5 The Contractor shall submit a Monthly Aircraft Status report in accordance with CDRL A015.

3.13 NAVY LIGHT LIFT PROGRAM PERFORMANCE REQUIREMENT. Upon commencement of site operations, the Contractor shall maintain a minimum monthly aircraft MC rate of 85 percent per aircraft for normal operating sites and short-term deployments. The Contractor shall maintain a minimum monthly aircraft MC rate of 90 percent per aircraft for long-term deployments to temporary OCONUS operational sites, including Operation New Dawn. The Government shall assess reduced payments when the Contractor fails to meet the 85 percent for normal operating sites and short-term deployments and 90 percent MC rates per aircraft for long-term deployments, including Operation New Dawn, in accordance with the H-1 Clause, Reduced Payments.

3.13.1 CALCULATION OF MISSION CAPABLE RATE. The following describes readiness requirements and the calculation of MC rate:
Example Supporting MC Rate:

Reporting Period (RP) of 720 hours
NMC time is 56 hours
NRT is 120 hours.
MC Rate is 90.7%

1) Reporting Period (RP) (number days per month X 24 hours per day):
   \[ 720 = 30 \times 24 \]
2) Reporting Time (RT): \[ RT = RP - NRT = 720 - 120 \]
3) NMC Time: \[ NMC = NMCM + NMCS = 56 \]
4) MC Time: \[ MC = RT - NMC = 544 = 600 - 56 \]
5) MC Rate: \[ MC \text{ Rate} \% = \frac{MC \text{ Time}}{RT} \times 100 = \frac{544}{600} \times 100 = 90.7\% \]

3.13.1.1 MISSION CAPABLE. MC describes the material condition of an aircraft indicating that it is safe for flight and can perform at least one and potentially all of its designated missions. MC is further defined as the sum of Full Mission Capable (FMC) and Partial Mission Capable (PMC) hours. An aircraft shall remain in FMC/PMC status unless the removal and replacement of panels and equipment to conduct an inspection cannot be completed within a two-hour period.

3.13.1.2 FULL MISSION CAPABLE. FMC describes the material condition of an aircraft indicating it is capable of safe flight and performs all of the prescribed missions required by the aircraft in accordance with Attachment 5, Minimum Equipment List (MEL).

3.13.1.3 PARTIAL MISSION CAPABLE. PMC describes the material condition of an aircraft indicating that it can perform at least one, but not all, of its missions in accordance with Attachment 5, MEL. Recording of PMC time starts when it is first known that a discrepancy exists. In cases where the discrepancy is caused by an in-flight malfunction, the time starts at the termination of the flight. PMC time ends when the required maintenance has been completed.

3.13.1.4 NOT MISSION CAPABLE. Not Mission Capable (NMC) describes the material condition of an aircraft indicating that it is not capable of performing any one of its missions or when a maintenance action required causes the aircraft to be non-airworthy. An aircraft shall be reported "Not Mission Capable" during all periods of time when it is not available for a mission because of scheduled or unscheduled maintenance. The NMC time starts when the contractor is notified of an inoperable condition. The NMC time ends when the aircraft is ready for preflight inspection or test flight and the contractor notifies the ACOR.

- Scheduled maintenance time for reporting purposes includes inspections (routine, phase, calendar, engine, special, etc.) when the combination of inspection requirements is such that it requires placing the aircraft in an inoperable condition. It does not include time spent performing daily, preflight, turnaround, or post-flight

Navy Light Lift (NLL) Contractor Logistics Support (CLS)
inspections or corrosion inspections when the requirements do not require placing the aircraft in a non-operable condition.

- If an aircraft is determined to be NMC as the result of the preflight inspection or test flight and the cause is attributable to the original material condition fault, NMC time shall continue from the original time of discovery provided the preflight inspection or test flight is performed within 24 hours after notification was provided to the ACOR by the Contractor. However, if the preflight inspection or test flight is not performed with 24 hours, MC time shall apply for the time when the Contractor notified the ACOR the aircraft was ready for preflight inspection or test flight.

- When inspection requirements do not require a major disassembly of the aircraft and do not affect the mission capability, the aircraft is considered mission capable during the entire portion of the inspection phase. However, if the panels and equipment are removed to conduct area inspections and cannot be replaced within a two-hour time frame, then the entire inspection is considered to have impacted mission capability and shall be documented as NMC. The two-hour rule applies to scheduled maintenance only.

- Should a new discrepancy be found during the preflight or test flight, the NMC time will start when the ACOR notifies the Contractor of the inoperable condition.

- If the aircraft is not located at the Base Site Operations (BSO) or if the aircraft is located at the BSO and Contractor personnel are not available, NMC time will start when the ACOR notifies the Contractor of the inoperable condition or, in either case, not later than one hour after time of discovery/flight termination.

3.13.1.5 REPORTING TIME. A condition status of an aircraft that is in a reporting status for the purpose of calculating Reduced Payments. The aircraft can be either MC or NMC. Reporting Time (RT) is the total time that an aircraft is MC and NMC (MC+NMC=RT).

3.13.1.6 NON-REPORTING TIME. The condition status of an aircraft that is not in a reporting status for the purpose of calculating Reduced Payments. Non-reporting time (NRT) shall be deducted from the total hours in the month when computing MC rates. The following are examples of NRT:

- Time required to modify the aircraft
- Time to perform crash damage repairs that were not caused by the Contractor
- Time to replace time/cycle limited components (if within contract limits)
- Time to perform special inspections when directed by the Navy
* Time waiting FCF after the first 24 hours has elapsed since notifying the ACOR.
* Time waiting off-site unscheduled maintenance. Any aircraft down time directly attributed to the inability to obtain approval for off-site recoveries, or any other conditional effort will be considered beyond the control of the Contractor and the aircraft will be placed in non-reporting status until such approval to proceed is granted by the Government. The Contractor will not be assessed any reduced payments in this case.
* Aircraft involved in Service-directed efforts.
* Time aircraft are involved in Navy directed test programs.
* Time waiting for parts that have been turned over to the Government for delivery to the BSO.
* Time to perform FAA one-time special inspections.
* Engine troubleshooting in accordance with the following
  * The Contractor has a maximum of 12 hours of NRT to troubleshoot, repair or determine that the engine is beyond the capability to repair on-site. If the engine must be replaced, the Contractor has a maximum of 96 hours after engine delivery to have the aircraft ready for FCF.
  * In cases of unanticipated engine replacement requirements, time awaiting engine delivery from the engine subcontractor is limited to 72 hours for CONUS bases and 144 hours for OCONUS bases.
  * NRT for aircraft undergoing scheduled replacement of time/cycle limited components is as follows:
    - Complete engine (each) - Not to exceed 4 consecutive calendar days.
    - Complete propeller (each) - Not to exceed 1 calendar day.
  * Time in accordance with the following table

**NRT TABLE FOR UC-35C/D AIRCRAFT (4/16/14)**

<table>
<thead>
<tr>
<th>Inspection</th>
<th>Description</th>
<th>Estimated NRT (Hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>Nose, Cockpit, Windows and Interior</td>
<td>33.5</td>
</tr>
<tr>
<td>Phase 2/5A</td>
<td>Landing Gear, Engines and Empennage</td>
<td>60.0</td>
</tr>
<tr>
<td>Phase 3/5B</td>
<td>Tailcone, Wings, Door and AOA Test</td>
<td>24.0</td>
</tr>
<tr>
<td>Phase 4/5C</td>
<td>Powerplant, Sys Ops Checks on Post Run</td>
<td>30.0</td>
</tr>
<tr>
<td>Phase 1</td>
<td>Nose, Cockpit, Windows and Interior</td>
<td>33.5</td>
</tr>
<tr>
<td>Phase 2/5D</td>
<td>Landing Gear, Engines and Empennage</td>
<td>62.0</td>
</tr>
<tr>
<td>Phase 3/5E</td>
<td>Tailcone, Fuel System and Pneumatic Checks</td>
<td>24.0</td>
</tr>
<tr>
<td>Phase 4/5F</td>
<td>Powerplant, Hyd Filters, Compass Swing</td>
<td>32.5</td>
</tr>
<tr>
<td>Phase 1</td>
<td>Nose, Cockpit, Windows and Interior</td>
<td>33.5</td>
</tr>
<tr>
<td>Phase 2/5G</td>
<td>Landing Gear, Engines and Empennage</td>
<td>56.0</td>
</tr>
<tr>
<td>Phase 3/5H</td>
<td>Tailcone, Empennage Flight Controls, Nacelles</td>
<td>24.0</td>
</tr>
<tr>
<td>Phase 4/5I</td>
<td>Powerplant, Cockpit Instruments and O2 Sys</td>
<td>48.0</td>
</tr>
<tr>
<td>Phase 6</td>
<td>Aircraft Wash and Corrosion Inspection</td>
<td>10.0</td>
</tr>
</tbody>
</table>

Navy Light Lift (NLL) Contractor Logistics Support (CLS)
<table>
<thead>
<tr>
<th>Phase 2/5J</th>
<th>Landing Gear, Wing Fuel Bays and Empennage</th>
<th>105.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 3/5K</td>
<td>Tailcone, Pressurization Sys and Seats</td>
<td>27.0</td>
</tr>
<tr>
<td>Phase 4/5L</td>
<td>Powerplants, Flight Control Cables, Interior</td>
<td>162.0</td>
</tr>
<tr>
<td>Phase 7</td>
<td>Chip detector</td>
<td>2.0</td>
</tr>
<tr>
<td>Phase 8 (UC-35C)</td>
<td>Portable Fire Bottles and Wing De-Ice Boot</td>
<td>2.0</td>
</tr>
<tr>
<td>Phase 8 (UC-35D)</td>
<td>Portable Fire Bottles and Weight Check</td>
<td>1.0</td>
</tr>
<tr>
<td>Phase 9 (UC-35C)</td>
<td>JT15D Engine Oil Change (Both Engines)</td>
<td>5.5</td>
</tr>
<tr>
<td>Phase 11</td>
<td>Emergency Power Supply</td>
<td>3.5</td>
</tr>
<tr>
<td>Phase 14 (UC-35C)</td>
<td>Main Spar Carry Thru Assembly</td>
<td>56.0</td>
</tr>
<tr>
<td>Phase 14 (UC-35D)</td>
<td>Main Spar Carry Thru Assembly</td>
<td>22.0</td>
</tr>
<tr>
<td>Phase 15</td>
<td>Vertical Stabilizer X-Ray Inspection</td>
<td>13.0</td>
</tr>
<tr>
<td>Phase 16</td>
<td>Engine Support Structures</td>
<td>10.0</td>
</tr>
<tr>
<td>Phase 17</td>
<td>Cabin Structure</td>
<td>60.0</td>
</tr>
<tr>
<td>Phase 18</td>
<td>Emergency Equipment and Cabin O2 Masks</td>
<td>19.0</td>
</tr>
<tr>
<td>Phase 20</td>
<td>FAR 91.411, FAR 91.413 and RVSM</td>
<td>14.5</td>
</tr>
<tr>
<td>Phase 21</td>
<td>Underwater Locator Beacon</td>
<td>1.5</td>
</tr>
<tr>
<td>Phase 25</td>
<td>JT15D Engine Hot Section (Per Engine)</td>
<td>88.0</td>
</tr>
<tr>
<td>Phase 25</td>
<td>PW535A Engine Hot Section (Per Engine)</td>
<td>88.0</td>
</tr>
<tr>
<td>Phase 28</td>
<td>NiCad Battery Recondition/Inspection</td>
<td>8.0</td>
</tr>
<tr>
<td>Phase 30</td>
<td>Air Cycle Machine Oil Change</td>
<td>2.0</td>
</tr>
<tr>
<td>Phase 32</td>
<td>Aileron Drive Bracket Inspection</td>
<td>15.5</td>
</tr>
<tr>
<td>Phase 33</td>
<td>Aileron Yoke Inspection</td>
<td>15.5</td>
</tr>
<tr>
<td>Phase 34</td>
<td>Aft Pressure Bulkhead Web Inspection</td>
<td>30.0</td>
</tr>
<tr>
<td>Phase 35</td>
<td>Rotary Latch Cargo Door</td>
<td>5.5</td>
</tr>
<tr>
<td>Phase 39</td>
<td>Cargo Door and Door Frame Inspection</td>
<td>5.5</td>
</tr>
<tr>
<td>Phase 48</td>
<td>Portable Fire Bottle Discharge and Refill</td>
<td>1.5</td>
</tr>
<tr>
<td>Phase 49</td>
<td>Skin Seam Inspection (NDT) and Windows</td>
<td>8.0</td>
</tr>
<tr>
<td>Phase 50</td>
<td>Main Carry-Thru to Wing Spar Lugs</td>
<td>28.5</td>
</tr>
<tr>
<td>Phase 53</td>
<td>Co-Pilots Side Window Prism Check</td>
<td>3.0</td>
</tr>
<tr>
<td>Phase 55</td>
<td>Lead Acid Battery Inspection</td>
<td>6.0</td>
</tr>
<tr>
<td>Phase 56</td>
<td>Emergency Equipment</td>
<td>4.0</td>
</tr>
<tr>
<td>Phase 59</td>
<td>Co-Pilots Side Window Inspection</td>
<td>4.0</td>
</tr>
<tr>
<td>Phase 61</td>
<td>Inboard Lower Main Wing Spar</td>
<td>36.0</td>
</tr>
<tr>
<td>Phase 62</td>
<td>Outboard Lower Main Wing Spar</td>
<td>36.0</td>
</tr>
<tr>
<td>Phase 63</td>
<td>Inboard &amp; Outboard Lower Rear Spar</td>
<td>36.0</td>
</tr>
<tr>
<td>Phase 64</td>
<td>Landing Gear, Aft Spar &amp; Wheel Well</td>
<td>8.0</td>
</tr>
<tr>
<td>Phase 65</td>
<td>Vapor Cycle Cooling System</td>
<td>48.0</td>
</tr>
<tr>
<td>Phase 66</td>
<td>Horizontal Stabilizer Rib</td>
<td>6.0</td>
</tr>
<tr>
<td>Phase MA</td>
<td>Honeywell Control and Anti-Ice</td>
<td>4.5</td>
</tr>
<tr>
<td>Phase UC</td>
<td>Emergency Exit Door Frame</td>
<td>1.5</td>
</tr>
<tr>
<td>Phase MD</td>
<td>Fuselage Exterior Skin</td>
<td>9.0</td>
</tr>
<tr>
<td>Phase ME</td>
<td>Fwd and Aft Pressure Bulkheads</td>
<td>54.0</td>
</tr>
</tbody>
</table>
### NRT Table for RC/EC/C-26D Aircraft

(Extracted from OEM Maintenance Manual)

<table>
<thead>
<tr>
<th>C-26D Inspection</th>
<th>NRT (hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Wings, SVC CHK</td>
<td>8</td>
</tr>
<tr>
<td>Phase 2 - Nose, Cargo, Tail, Props, SVC CHK</td>
<td>14</td>
</tr>
<tr>
<td>Phase 3 - Passenger Door, Landing Gear, SVC CHK</td>
<td>24</td>
</tr>
<tr>
<td>Phase 4 - Wings, Props, SVC CHK</td>
<td>16</td>
</tr>
<tr>
<td>Phase 5 - Cockpit, Cabin, Cargo, Tail, SVC CHK</td>
<td>20</td>
</tr>
<tr>
<td>Phase 6 - Passenger Door, Landing Gear, Props, SVC CHK</td>
<td>16</td>
</tr>
<tr>
<td>Engines every 150 hours - Routine/Detailed</td>
<td>4/14</td>
</tr>
</tbody>
</table>

### 3.13.1.7 NOT MISSION CAPABLE MISSION EQUIPMENT LIST

The aircraft will be considered NMC for the purposes of determining MC rates if discrepancies existing against any of the systems listed for the UC-35 and C-26D series aircraft are not corrected within the specified criteria of the Attachment 5, Navy Light Lift Minimum Essential List.

After the stated time period expires, the aircraft will be carried as NMC even though the local commander may elect to fly the aircraft (if other grounding criterion does not exist). If the Government elects to fly an aircraft against which reduced payment under this provision is being assessed, the Contractor shall be exempt from reduced payment for that aircraft for the duration of the flight.

### 4.0 GOVERNMENT PROVIDED MATERIAL/SERVICES

#### 4.1 GOVERNMENT PROVIDED MATERIAL/SERVICES

In addition to the property and services in Appendix A and Attachment 4A and 4B, the Government will provide the following:

**4.1.1 Material.** The Government will provide fuel, line fire extinguishers, oxygen and nitrogen at the BSO and deployment sites. The Government will provide Continuous Alcohol Water Injection (CAWI) for the RC/EC/C-26D aircraft at the BSO and deployment sites.

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4.1.2 **Support Equipment.** The Government will provide SE in accordance with Attachment 4. The Contractor is responsible for any additional SE not provided by the Government for maintenance. Any misuse/abuse of SE shall be reported in accordance with OPNAV Form 4790/106.

4.1.3 **Reserved**

4.1.4 **Crash Damage Aircraft Recovery.** The Government will provide the services required to recover crash-damaged aircraft. The Contractor may assist in aircraft recovery efforts, if cleared by the Government mishap board and ordered by the PCO.

4.1.5 **Aircraft Servicing.** The Government will provide servicing of aircraft on cross-country flights that have landed at commercial or military airfields other than the assigned BSO. Servicing includes fueling, oiling, oxygen and required inspections.

4.1.6 **Hazardous Waste Storage.** The Government will provide storage space and disposal services for all hazardous waste generated at the BSO. The Contractor will comply with established base procedures.

4.1.7 **Battery Disposal.** The Contractor shall perform all battery maintenance in accordance with FAA and OEM procedures and base regulations regarding safety and hazardous waste.

4.1.8 **Government Furnished On-Site Support.** The Government will provide the following services/logistics support items:

- Physical security, fire protection and law enforcement.

- Instructions for briefings regarding on-site security measures. All Contractor personnel shall attend security briefings conducted by the security officer at the site upon arrival and debriefings before departure from the site. These briefings shall be administered in accordance with local directives at the site and existing U.S. Government security manuals and regulations.

- Uncleared Contractor or subcontractor personnel may be granted unescorted entry to restricted areas in performance of services described in the PWS only when a free zone is established, at the discretion of the Base Communication Officer or his/her designated representative, and subject to additional restrictions as he/she may levy.

- Property and services described in Appendix A, Government Furnished Property and Services and Attachment 4A and 4B.

4.1.9 **Beyond Economical Repair Components.** Government owned components whose repair costs would exceed 80% of their replacement cost are considered to be Beyond Economical Repair (BER). The Contractor shall identify BER components and develop replacement recommendations based
upon inventory objectives, availability, and procurement lead-time. The results shall be presented to the PMA/PCO via the ACO for review and disposition instructions (replace, repair, scrap, etc.).

4.1.10 **Beyond Economical Repair Support Equipment.** The Contractor shall replace all GFE valued below $1,000 that is no longer repairable. The Government will replace GFE valued above $1,000 that has been determined to be BER by the ACOR and the Contractor, when authorized by the PMA/PCO, unless the damage/loss was due to Contractor negligence as determined under FAR 52.245-1.

5.0 CONTRACTOR PROVIDED SERVICES

5.1 TRANSITION PHASE IN (CLIN 0001 – 0008). The Phase-In transition period is defined at a minimum, as the first 60 days of contract performance. The Follow-On Contractor (the Contractor awarded this CLS contract) shall ensure a smooth transition prior to full-scale performance by accomplishing the following:

5.1.1 **Phase in Inventory.** Within the transition period, the Follow-On Contractor shall conduct an inventory with the Incumbent Contractors and ACOR or Program Office Representative. The Contractor shall inventory all Government property to include but not limited to spare parts, SE, publications, computers and furniture and provide the inventory in accordance with CDRL A005.

5.1.2 **Access/Site Visits.** The Follow-On Contractor will be allowed access to all primary operating sites. Arrangements for this access shall be made through the PCO, ACO or the NLL IPT Lead. Designated Follow-On Contractor personnel will be permitted access to observe all operations such as work flow, priorities, scheduling, equipment handling/processing, parts storage, safety and security. Familiarization visits shall not interfere with the activities of the Incumbent Contractors’ personnel or squadron operations.

5.1.3 **Support of Operation New Dawn.** The Contractor shall establish an ordnance program in accordance with Appendix E, to ensure that qualified personnel are available for deployed UC-35D ASE-equipped aircraft and ordnance per PWS paragraph 5.7 on the first day of full performance.

5.2 TRANSITION PHASE-OUT (CLIN 0401 – 0408). The Phase-Out transition period is defined as, a minimum of, the last 60 days of contract performance. The Incumbent Contractor (now the Contractor that was awarded this CLS contract) shall accomplish the following:

5.2.1 **Transition Support.** During the transition period, the Incumbent Contractor shall provide the assistance and support required to ensure the orderly transition of all logistics support and transitional planning necessary to commence uninterrupted store room operation by the Follow-On Contractor (the Follow-On Contractor is TBD and would be a Contractor selected upon the end of this CLS contract).
5.2.2 **Transition Plan.** The Incumbent Contractor, in conjunction with the Follow-On Contractor, shall provide a joint comprehensive transition plan implementing a critical path schedule for risk mitigation of the transition period. The transition plan shall be submitted in accordance with CDRL A009.

5.2.3 **Phase Out Inventory.** At the end of the period of performance, the Incumbent Contractor and the ACOR or Program Office Representative shall conduct an inventory of each primary operating site, to include all Government property, including spare expendable/reparable parts, support equipment and office equipment. The Incumbent Contractor shall return all Government property and Government furnished data in its custody to the Government representative. Except for office equipment, the Incumbent Contractor shall ensure all Government property in a Ready For Issue condition. The Incumbent Contractor shall provide an inventory in accordance with CDRL A005.

5.2.4 **Operations.** During the transition period, the Incumbent Contractor shall be fully responsible for continued operations in accordance with the PWS. If there is a modification program in work, the Incumbent Contractor shall continue with the modifications until all scheduled aircraft have been completed and accepted by the Government, or as directed by the PCO/ACO.

5.2.5 **Material Accountability.** During the transition period, the Incumbent Contractor shall continue to manage and maintain accountability of material ordered and in shipment until delivered and accepted by the Government in accordance with the transition plan.

5.3 **BASE SITE OPERATIONS (CLINs 0X09 – 0X16).** The Contractor shall provide personnel required to support aircraft missions. Each site ACOR is the key individual who has the responsibility to ensure that the Contractor is providing the supplies and services for which the Navy has contracted.

5.3.1 **Manning and Scheduling.** The Contractor shall provide manning to support a flexible work schedule in support of the flight operations. Flight operations consist of scheduled and unscheduled flights. Scheduled flights could include flights at any time 24/7. (Exception: see 5.3.2 Holiday Scheduling). Each site ACOR will provide a scheduled flight schedule to the Contractor personnel normally by 1630 hours (local time) the day before operations. For unscheduled flights the ACOR will provide the contactor four hours notice. The support personnel shall man the BSO two hours prior to each scheduled and unscheduled departure, and be available one hour prior to the aircraft planned return time. The Contractor shall provide a point of contact for notification of unscheduled flights to the site ACOR.

5.3.1.1 **Key Management Personnel.** Management personnel shall meet or exceed the requirements specified below. The Contractor shall notify the PCO in advance of management changes.

5.3.1.1.1 **Program Manager.** The PM shall have at least 10 years aircraft maintenance management of aircraft program or project management experience consisting of at least 5 years experience directly managing aircraft maintenance operations. The PM shall
also possess a combination of management ability and leadership qualities, and be customer-oriented. The PM shall have knowledge of and be familiar with the requirements of this PWS.

5.3.1.1.2 Maintenance Manager. This position serves as the focal point in the Contractor’s Program Office for all maintenance activities. The Maintenance Manager shall have at least 15 years aircraft maintenance experience, at least 10 years of which shall be in managing multiple-site aircraft maintenance including complex aircraft modifications.

5.3.1.1.3 Quality Assurance Manager. This position serves as the focal point in the Contractor’s Program Office for all quality assurance activities. The Quality Assurance Manager shall have at least 10 years experience, of which 8 shall be in maintaining complex, turbine powered, fixed-wing aircraft to include complex airframe modifications and 5 of the 8 must be with UC-35, RC/EC/C-26, or similar aircraft. The individual shall be familiar with Navy Maintenance Management Processes and have worked other similar programs. Individual shall be familiar with the scope of this PWS and possess a Federal Aviation Administration Airframe and Powerplant License (FAA A&P) and current Inspection Authorization (IA). Individual shall have at least 5 years experience as a quality assurance supervisor in a FAA FAR Part 145 Repair Station and 3 years FAR Part 91, 135 and/or 145 shops/facility management experience.

5.3.1.2 Workforce Requirements

5.3.1.2.1 Site Lead Mechanic. Each site shall have a Lead Mechanic. Site Lead Mechanics shall have at least 5 years of aircraft maintenance experience to include complex aircraft modifications. The Site Lead Mechanic shall possess a valid FAA Airframe & Powerplant (A&P) license, ability to direct a workforce in the performance of aircraft maintenance, repair and modification, and be capable of performing duties as the Contractor’s on-site liaison with the Government.

5.3.1.2.2 Aircraft Mechanic. All aircraft mechanics shall possess a valid FAA A&P license and shall receive Contractor-approved and/or provide familiarization training on the UC-35C/D and RC/EC/C-26 series aircraft within 90 days of hire.

5.3.1.2.3 Security Clearance. Contractor personnel shall meet Security Clearance requirements as stated in DD Form 254. Contract base site personnel supporting the UC-35 program are required to have, at a minimum, an Interim Security Clearance before reporting to BSO.

5.3.1.2.4 Passports and VISAs. The Contractor shall ensure that all personnel who are required to travel in the performance of this
contract possess a current and valid passport and have appropriate VISAs for each foreign country in which operations are conducted.

5.3.1.2.5 Medical Examination and Vaccination. The Contractor is responsible for all medical examinations and vaccinations for all deployments.

5.3.1.2.6 Distinctive Attire and Safety Apparel. Contractor personnel directly associated with aircraft maintenance shall wear distinctive attire with the Contractor's name or emblem that clearly identifies the Contractor and allows for easy identification from a distance. The Contractor shall be responsible for the requirements of, and ensuring the use of, safety shoes and all safety apparel and equipment by Contractor personnel as required by NOSH, OSHA, and other Government regulations.

5.3.1.2.7 Contractor Flying in Government Aircraft. Contractor personnel are authorized to fly in Government aircraft when such flights are in the best interest of the Government. It is the responsibility of the Contractor to ensure that the requirements of the Military Service are met in order to fly in Government aircraft.

5.3.2 Holiday Scheduling. Flight operations and maintenance will not normally be required on holidays recognized by the U.S. Government. The Government will, whenever possible, provide 48-hours advance notice for scheduled flights on holidays and four hours for unscheduled flights.

5.3.3 Base Site Operations (CLINs 0X09-0X15). The Contractor shall maintain the UC-35C/D and the RC/EC/C-26 in accordance with this PWS.

The Navy UC-35C/D aircraft are under a FAA FAR Part 91 Progressive Inspection Program harmonized with Chapter 5 of the Cessna OEM 580 Maintenance Instruction. The UC-35D Aircraft Survivability Equipment (ASE), i.e., AN/AAR-57(V) and AN/ALE-47 systems, shall be maintained in accordance with Appendix E. Maintenance or repair may be accomplished by the BSO, an Original Equipment Manufacturer authorized Service Center, or an FAA-certified 145 repair station.

The RC/EC/C-26 aircraft are under a FAA FAR Part 91 Progressive Inspection Program harmonized with Chapter 5 of the OEM SA227 Maintenance Instruction. The RC-26 and EC-26 special mission equipment, to include the RANSAC AN/APS-140 (V)5 Radar and Radome, shall be maintained in accordance with Naval Air Warfare Center Aircraft Division (NAWC-AD), Naval Air Warfare Center Weapons Division (NAWC-WD) and Naval Air Systems Command maintenance, modification and manufacturing standards as promulgated in Navy approved technical drawings and technical data. Maintenance or repair may be accomplished by the BSO, an Original Equipment Manufacturer authorized Service Center, or an FAA-certified 145 repair station.
In event of an emergency repair requirement at a non-BSO site, the Contractor shall provide required labor and vendor services to accomplish maintenance, repair, and related aircraft support services to the airframe, avionics, engine, and components to return the aircraft to service. Emergency repair services may occur on-site at the FBO or other locations worldwide. Travel related expenses for non-BSO emergency repair will be reimbursed under CLIN 0X69.

5.3.3.1 **Engine Changes.** Contractor shall remove and install engines and rental engines, including installing Quick Engine Change (QEC) parts when this work is required to be performed on site.

5.3.3.2 **Government Furnished Equipment Maintenance.** The contractor shall maintain all Government property listed in Appendix A and Attachment 4A and 4B.

5.3.3.3 **Aircraft Launch.** The Contractor shall ensure that the aircraft is ready for launch one hour before the scheduled departure time.

5.3.3.4 **Aircraft Recovery.** The Contractor shall perform the following aircraft recovery procedures upon mission completion 24/7. Aircraft recovery includes debriefing the aircrew at the aircraft, performing a basic post-flight inspection, and cleaning and servicing the aircraft prior to the next mission. The Contractor shall perform aircraft interior cleaning including cleaning the windows, vacuuming the carpets, emptying the trash, servicing the coffee bar, checking / inspecting the lavatories, removing debris from the instrument and circuit breaker panels and removing stains from the aircraft interior. All stains, grease, oil marks, and foreign debris must be removed from exterior aircraft surfaces. The general condition of the aircraft interior and exterior shall be assessed using Appendix B Aircraft Cleaning Checklist and Appendix C-1 (UC-35) and C-2 for the C-26 Interior Appearance Standards.

5.3.3.5 **Functional Check Flights.** The Contractor shall perform pre-flight briefings to the aircrew advising of all major work accomplished that may impact the flight characteristics of the aircraft prior to the FCF. The Contractor must document the FCF pre-flight briefing in the aircraft records.

5.3.3.6 **Software.** The Contractor shall purchase and install periodic software updates into all avionics system equipment and all Flight Management System (FMS) training devices per site. These updates shall be recorded in accordance with CDRL A006.

5.3.3.7 **Export Compliance.** The Contractor shall provide international movement of parts/materials in accordance with all applicable International and U.S. customs regulations. The Contractor shall obtain all necessary export and import licenses and authorizations required by U.S. law and regulations, including the International Traffic in Arms Regulation and the Export Administration Regulation. The Contractor shall seek and obtain such licenses or authorizations in time to comply with the Contract delivery requirements.
5.3.3.8 Cannibalization. The Contractor shall obtain ACOR or Program Office approval prior to any aircraft cannibalization actions.

5.3.3.9 Aircraft Appearance Standards. The Contractor shall maintain the aircraft to the appearance standards contained in Appendix B, Appendix C-1 (UC-35), and C-2 (C-26) Interior Appearance Standards. The Contractor shall recommend to the PCO if refurbishment is required. Refurbishment shall be performed at the direction of the PCO in accordance with H-5 Over and Above Work Request Procedures (JUNE 2012) (P00010).

5.3.3.10 Maintenance on Aircraft Survivability Equipment. The UC-35D aircraft are equipped with ASE. The ASE system is comprised of the AN/AAR-57 Common Missile Warning System (CMWS) and the AN/ALE-47 Countermeasures Dispensing Set (CMDS). The Contractor shall be responsible for the maintenance of the ASE. During deployments that require the ASE to be operational, the Contractor shall be responsible for the safe handling, loading and unloading of ASE ordnance in accordance with Appendix E.

5.3.3.11 Engine Wash. The Contractor shall conduct desalination and performance recovery washes in accordance with OEM Maintenance Manual requirements, to include P&W CTA 70-00-00 for the PW 535A. Wash schedules shall be increased as necessary when environmental conditions dictate. Maximum use of preventive measures shall be taken to maintain engine performance at optimum performance levels.

5.3.3.12 Deployments.

5.3.3.12.1 Short Term Deployment (P00014)
A short-term deployment is defined as any deployment not to exceed 30 days. The labor for short-term deployments is included in the FFP under CLINs 0X09-0X16. For all short-term deployments the flight hour rate from the aircraft's BSO will be used (CLINs 0X17-0X24). Travel and Per Diem for short-term deployments, except for Long-Term Deployments and Operation New Dawn, will be funded under CLIN 0X69.

The Contractor shall perform all of the functions accomplished under this contract at the Base Site Operations (BSO) during short-term deployment operations. The Contractor shall also prepare contingency plans, in concert with the Government, to support current or any future United States Government short-term deployment operations.

The Contractor shall provide manning to support a flexible work schedule in support of the flight operations. Flight operations consist of schedule and unscheduled flights. Scheduled flights could include flights at any time 24/7. (Exception: see 5.3.2 Holiday Scheduling). Site ACOR will provide a scheduled flight schedule to the Contractor personnel normally by 1630 hours (local time) the day before operations. For unscheduled flights the ACOR will provide the contractor four hours notice. The
support personnel shall man the deployed site two hours prior to each scheduled and unscheduled departure, and be available one hour prior to the aircraft planned return time. The Contractor shall provide a point of contact for notification of unscheduled flights to the site ACOR.

Deployment area environmental conditions and mission requirements may require additional maintenance actions due to a harsh environment; but in no instance will safety of flight be compromised.

5.3.3.12.2 Long Term Deployment  

A long-term deployment is defined as any deployment more in excess of 30 days. The labor for long-term deployments is included in the FFP under CLINs 0X09-0X16. For all long-term deployments the flight hour rate from the aircraft’s BSO will be used (CLINs 0X17-0X24).

The Contractor shall perform all of the functions accomplished under this contract at the Base Site Operations (BSO) during long-term deployment operations. The Contractor shall also prepare contingency plans, in concert with the Government to support current and any future United States Government long-term deployment operations.

The Contractor shall provide all additional labor in excess of that required under the FFP CLINs (0X09-0X16), including overtime and shift differential pay, material, travel, and per diem, and shipment of any equipment to include Government Furnished Equipment (GFE) to support any long-term deployment. Labor and material funded under CLINs 0X09-0X24 shall not be charged to CLIN 0X48. For planning purposes, it is estimated that the UC-35 aircraft will average 100 hours per month while on long-term deployment.

The Contractor shall provide manning to support a flexible work schedule in support of the flight operations. Flight operations consist of schedule and unscheduled flights. Scheduled flights could include flights at any time 24/7. (Exception: see 5.3.2 Holiday Scheduling). Site ACOR will provide a scheduled flight schedule to the Contractor personnel normally by 1630 hours (local time) the day before operations. For unscheduled flights the ACOR will provide the contractor four hours notice. The support personnel shall man the deployed site two hours prior to each scheduled and unscheduled departure, and be available one hour prior to the aircraft planned return time. The Contractor shall provide a point of contact for notification of unscheduled flights to the site ACOR.

Deployment area environmental conditions and mission requirements may require additional maintenance actions due to a harsh environment; but in no instance will safety of flight be compromised.

5.3.3.12.2.1 The contractor shall provide one site lead mechanic for the long term deployment site. The site lead mechanic shall have at least 5 years of aircraft maintenance experience to include complex aircraft modifications.
The Site Lead Mechanic shall possess a valid FAA Airframe & Power plant (A&P) license, ability to direct a workforce in the performance of aircraft maintenance, repair and modification, and be capable of performing duties as the Contractor's on-site liaison with the Government.

5.3.3.13 Flight Manual and Technical Publications Libraries. The Contractor shall establish and maintain a technical library necessary to support the UC-35 and C-26 aircraft and sub-component line maintenance at its Program Office and maintain the existing technical libraries at the Navy Program Office and each home site to document the configuration status of the aircraft to support the contract effort. The Contractor shall ensure currency of the Flight Manual and Technical Publications libraries monthly or when changes become available.

The libraries shall contain as a minimum:
- Aircraft Operational Manuals (OM)
- Aircraft Flight Manuals (AFM)
- Aircraft Checklists
- Airframe Maintenance Manuals,
- Avionics, Systems, Engine, and Propeller Manuals for installed equipment, components and support equipment (SE)
- Navy Technical Directives (TDs)
- OEM Service Bulletins (SBs)
- OEM Service Letters (SLs)

The cost of the annual subscriptions for the Aircraft Operational Manuals, Aircraft Flight Manuals, Aircraft Checklists, Airframe Maintenance Manuals, Avionics Manuals, Systems Manuals, Engine Manuals, and Propeller Manuals shall be funded under CLIN 0X52. The Contractor shall provide copies for applicable TMS sites and the Program Office in accordance with Section F.

5.3.3.14 Aircraft Servicing. The Contractor shall service the aircraft as required IAW manufacturers' instructions, to include, but not limited to: de-icing, fluids, fueling, de-fueling, oiling, nitrogen, oxygen, cleaning (to include toilets), and inspections (daily, pre-flight, post-flight, and turnaround). The Contractor is responsible for aircraft towing, directing, parking, securing, and technical assistance to flight crews.

5.4 FLIGHT OPERATIONS MATERIAL REQUIREMENTS (CLINs 0X17 – 0X24). The Contractor shall provide aircraft and SE consumable supplies to support flight operations at the BSOs and all deployed locations associated with flight operations and emergency repairs of the UC-35C/D and RC/EC/C-26 airframe, avionics, engine, ASE (UC-35C/D), and survival equipment. The Contractor shall provide cleaning supplies to perform aircraft cleaning and washing as needed. The Contractor shall provide packing and shipping of all equipment, parts, and material required to support all maintenance associated with flight operations. The Contractor shall report parts and material usage in accordance with CDRL A011.
5.5 DEPOT-LEVEL MAINTENANCE (CLINS 0X25 – 0X34 & 0X53 – 0X57). When the Contractor sends the aircraft or its components to a commercial facility for repair or overhaul, the Contractor shall be liable for the aircraft and/or components. The Contractor is solely responsible for all oversight of the subcontractor's/vendor's facilities it uses for accomplishment of this work. The Contractor shall have internal procedures established for oversight of these facilities with records, files and data available for Government review. It is not the Government's preference to ferry OCONUS aircraft back to a CONUS location for any strip and paint/depot level maintenance. The Contractor shall be responsible for aircraft security while depot maintenance is being performed by the Prime and/or subcontractor for CONUS and OCONUS aircraft. The Contractor shall remove ITAR regulated items from the aircraft and to store them at its base site while depot level maintenance is performed on the aircraft at OCONUS locations. The Contractor shall report all depot-level configuration changes in the aircraft configuration status report in accordance with CDRL A012.

5.5.1 Strip and Paint (CLINS 0X53 – 0X57). The Contractor shall strip and paint the UC-35C/D and RC/EC/C-26D aircraft every five years in accordance with the Appendix D-1 and D-1A UC-35C/D Paint Specification and Appendix D-2 and D-3 for the RC/EC/C-26D Paint Specification. When paint-scoring methods reflect that 60 percent or more of the aircraft exterior surface has deteriorated, e.g., oxidized, peeled, cracked, or flaked, the Contractor may be required to paint the aircraft out of cycle when directed by the PCO. When an aircraft requires strip and paint, the Contractor shall perform an in-depth corrosion inspection, treatment and repair of all defective areas.

Strip and paint facilities shall meet the requirement of PWS paragraph 1.0 except for facilities in Hawaii. Unscheduled depot level maintenance repairs identified during the strip and paint task at a non-FAA FAR Part 145 Hawaii facility shall be performed by a Field Team from an FAA FAR Part 145 Repair Station.

Sectionalized/touch-up painting of the aircraft is considered part of normal maintenance and is required if 10 percent of the paint on any one area such as nacelles, doors, panels, stabilizers, or empennage is deteriorated.

5.5.2 Engine Overhaul (CLINS 0X25 – 0X28). (P00012)

The Contractor shall inspect and overhaul engines according to:

a) Pratt & Whitney SB 7003 for UC-35C JT15D engines.


c) Allied Signal SB TPE331-72-0476 for the RC/EC/C-26 TPE-331-12 engines.

All NLL aircraft shall utilize a 2500/5000 Hot Section Inspection (HSI)/Overhaul Interval.

The Contractor shall provide a technical tear down analysis and specification sheet in accordance with CDRL A014 for each engine.

The Contractor shall include in the firm-fixed price the cost of consumables that are always replaced during overhaul and hot section inspections according to the OEM technical manuals and the cost associated with the preparation of the
configuration control documentation. The Contractor shall include in the firm-fixed unit price, each component and part required by the OEM technical manuals to be replaced during overhaul and the cost of the rental engine (including all packaging, handling, storage and transportation) to cover the scheduled overhaul event.

5.5.3 **Engine Hot Section Inspection (CLINS 0X29 – 0X32).** (P00012)
The Contractor shall perform engine hot section inspections according to:
 a) Pratt & Whitney SB 7003 for UC-35C JT15D engines.
 c) Allied Signal SB TPE331-72-0476 for the RC/EC/C-26 TPE331-12 engines.

5.5.4 **Propeller Overhaul (CLIN 0X33).** The Contractor shall inspect and overhaul propellers according to the requirements as defined in McCauley SB 137Q.

5.5.5 **Propeller Blade Replacement (CLINS 0X34).** The Contractor shall provide parts and labor to replace propeller blades in accordance with McCauley SB 176B.

5.5.6 **Engine Repair.** The Contractor shall conduct unscheduled engine repair when required by applicable technical manuals or the direction of the PCO/ACO. Engine repairs will be ordered in accordance with H-5 Over and Above Work Request Procedures (JUNE 2012) (P00010).

5.5.7 **Emergency Repair:** The Contractor shall conduct emergency repairs resulting from unscheduled maintenance events to include the following:

(1) Hard Landings  
(2) Encounters with severe turbulence  
(3) Lightning strikes and other acts of nature  
(4) Bird strikes  
(5) Sudden stoppage of the engines  
(6) Operating limits in excess of the aircraft tolerance/parameters  
(7) Repair for any type of damage not a direct result of any Contractor action, caused by crash or collision with another object during flight or on the ground, or as a direct result of enemy hostile action or vandalism. [P00004]

5.5.8 **Accident/Incident Reports:** The Contractor shall prepare Accident/Incident Reports IAW CDRL A018. This report will provide immediate notification and information concerning any accident/incident. Report shall be incident/aircraft specific. [P00004]

5.5.9 **Elective Improvements:** At the direction of the PCO, the Contractor shall perform elective improvements, detailed within the associated Delivery Order, to include, but not limited to, the following:

a) The purchase and installation of avionics equipment, safety enhancements, and airframe modifications.

_Navy Light Lift (NLL) Contractor Logistics Support (CLS)_;
b) Performance of engine or powerplant modifications.
c) Conduct other maintenance operations to include modifications and/or alterations. [P00004]

5.6 OVER AND ABOVE MAINTENANCE (CLINS 0X58 – 0X67 and 0X70). The Contractor shall provide labor and materials associated with all maintenance actions not included in CLINs 0X09-0X16, 0X17-0X24, 0X25-0X37, and 0X53-0X57. Over and Above Maintenance will be performed in accordance with H-5 Over and Above Work Request Procedures (JUNE 2012) (P00010). Travel expenses will be in accordance with CLIN 0X99.

5.7 DEPLOYMENT IN SUPPORT OF OPERATION NEW DAWN (CLIN 0X68). The Contractor shall provide all additional labor, material, travel, and per diem to support Operation New Dawn. Labor and material funded in CLINs 0X09-0X24 should not be charged to this CLIN. One or more UC-35D aircraft equipped with ASE are currently required to support Operation New Dawn. To meet this requirement, UC-35D aircraft home-based in CONUS are on long-term deployment to Qatar. These aircraft rotate to and from Qatar for approximately seven-month deployments from their home-base, with one or more aircraft always in Qatar. Each aircraft rotating to and from Qatar will be accompanied with an aircraft maintainer. Flights supporting Operation New Dawn will have the ASE system operational and armed. For planning purposes, it is estimated that each UC-35D aircraft will average 100 flight hours per month while deployed.

The Contractor shall provide manning to support a flexible work schedule in support of the flight operations. Flight operations consist of scheduled and unscheduled flights. Scheduled flights could include flights at any time 24/7. Site ACOR will provide a scheduled flight schedule to the Contractor personnel normally by 1630 hours (local time) the day before operations. For unscheduled flights the ACOR will provide the contractor four hours notice. The support personnel shall man the deployed site two hours prior to each scheduled and unscheduled departure, and be available one hour prior to the aircraft planned return time. The Contractor shall provide a point of contact for notification of unscheduled flights to the site ACOR.

5.8 MAINTENANCE, ENGINEERING AND TECHNICAL SERVICES

5.8.1 Rental Engine (CLINS 0X38 – 0X42). The Contractor shall provide FAA-certified airworthy JT15D, PW535A and TPE-331-12 engine rental units with up-to-date commercial logbooks for engine repairs not associated with CLINs 0X25-0X28. Such rental engines shall have sufficient flight hours remaining to meet turn-around time of removed engines and the next scheduled aircraft phase inspection. All labor associated with removal, installation, and maintenance of rental engines is covered under CLINs 0X09-0X16.

5.8.2 Original Equipment Manufacturer Engineering and Technical Services (CLINS 0X49 – 0X50). The Government does not maintain OEM data or drawings. It is the Contractor’s responsibility to obtain OEM proprietary data and drawings when required for engineering support. The Contractor shall provide OEM Engineering and Technical Services to support the UC-35 and C-26 aircraft, avionics, engines, aircraft equipment, survival equipment, ASE (UC-
35D), and mission essential equipment repair and maintenance services. Data requirements will be identified at the time of tasking. Examples of support include, but are not limited to:

- Safety-of-Flight inspections
- Mishap reporting and engineering investigations
- Engineering support services to accomplish significant structural repairs, develop special inspection criteria, conduct discrepancy evaluations, develop TDs, and other services
- Engineering research, studies, and analyses
APPENDIX E
Ordnance and Aircraft Survivability Equipment

1. Scope

Certain Marine UC-35D aircraft are currently or may be equipped with Ordnance (Ammunition and Explosives (AE)) and Aircraft Survivability Equipment (ASE). The Contractor shall provide for the safe handling of all AE in accordance with applicable United States Navy (USN) and United States Marine Corps (USMC) Orders, Instructions, Directives, Naval Ordnance Maintenance Procedures, and DFARS clauses. The Contractor shall provide trained and certified personnel to safely maintain, load, and unload the expendable ordnance, e.g., AN/ALE-47(V) Counter Measures Dispensing Set (CMDS).

2. Ordnance

2.1 Program Support – The Contractor shall have an established Qualification and Certification program that meets the requirements of Marine Corps Order (MCO) 8023.3B – Personnel Qualification and Certification Program for Class V Ammunition and Explosives and OPNAV Instruction 8023.24B – Navy Personnel Ammunition and Explosives Handling Qualification and Certification Program. The Contractor shall designate a specific individual to manage the overall AE program as it pertains to contract requirements.

2.2 Certification Status Reporting – The Contractor shall ensure that Site Leads and mechanics that support aircraft equipped with AE are proficient, trained, and certified. (NAVSEA OP 5, Volume 1, appendix D provides a list of applicable training courses.) The Contractor shall report the certification status of all applicable personnel to include the individual’s name, site location, date of initial certification, expiration date, level of certification, and date of security clearance in accordance with CDRL A002.

2.3 Deployment Requirements – The Contractor shall provide AE certified personnel to support aircraft deployments to OCONUS locations that require operational ASE.

2.4 Maintenance and Packaging, Handling, Storage, and Transportation Requirements

2.4.1 The Contractor shall maintain AE in accordance with MCO 8023.3B and OPNAV Instruction 8023.24B. The Contractor shall also coordinate with each deployment site/military installation’s base/airfield operations to ensure all local AE plans and policies are followed.

2.4.2 The Contractor shall package, handle, store, and transport all AE in accordance with:

   a) Naval Ordnance Safety & Security Activity (NOSSA) noted below in Section 4.0 b.
   b) MCO 8023.3B and OPNAV Instruction 8023.24B.

2.5 AE Training

2.5.1 The Government will provide initial (train-the-trainer) training on the UC-35D ordnance loading checklist, which will include hands-on training on loading and unloading AE.

2.5.2 Travel and per diem costs associated with the training is not an allowable cost under CLINS 0X69
3. Aircraft Survivability Equipment

3.1 Program Support – The ASE system utilized on the USMC UC-35D aircraft is composed of the AN/AAR-57 Common Missile Warning Set (CMWS) and the AN/ALE-47 Countermeasures Dispensing Set (CMDS). To fully support the ASE system(s), the Contractor shall coordinate with Government engineering and logistics support personnel from PMA-207 and PMA-272.

3.2 ASE Configuration Management – The Contractor shall establish, update, and maintain a configuration baseline for each aircraft, including an inventory of all installed and uninstalled ASE components, to include Communication Security (COMSEC)/Controlled Cryptographic Item (CCI) components stored by the Government, and sensor and dispenser cover plates. The configuration status shall be provided in accordance with CIDRL A006.

3.2.1 The Government will store uninstalled COMSEC/CCI ASE system components. The Contractor shall store all other ASE components in a secure contractor location.

3.2.2 The Contractor shall install Government-furnished sensor and dispenser cover plates on aircraft that have sensors and flare magazines removed.

3.2.3 The Contractor shall remove and store the AAR-57 ECU when aircraft are not in a deployment status. The AAR-57 ECU shall be stored in a secured location with ESD bubble wrap. The serial number and aircraft BUNO should be annotated on the outside of the packing. Aircraft connectors shall be capped. Aircraft weight and balance shall be adjusted.

3.3 ASE Training

3.3.1 The Government will provide initial (train-the-trainer) training on the AAR-57 and ALE-47 systems, to include theory, description, operation, and troubleshooting of applicable ASE system(s).

3.3.2 If the Contractor elects to obtain training through the ASE OEM manufacturers, the Contractor must notify the Government for approval to ensure OEM training is adequate to support the ASE system.

3.3.3 Travel and per diem costs associated with the training is not an allowable cost under CLINS 0X69.

3.4 Maintenance and Packaging, Handling, Storage, and Transportation Requirements

3.4.1 The Contractor shall maintain the ASE system in accordance with established practices, application publications, and instructions listed in the below Section 3.8 ASE Publications table. ASE system maintenance shall consist of preventative, scheduled, and unscheduled maintenance. Component troubleshooting will be limited to system Built-In-Test measures in order to isolate a faulty Line Replaceable Unit (LRU) within the ASE Weapons Replaceable Assembly. LRU components will be shipped to a Government-designated repair facility. Non-LRU items of the ASE suite, such as cable assemblies, mounts, fuse boxes, relays, switches, and circuit breakers, shall be repaired on site when
possible. The Government will provide the parts, support equipment (see section 3.6 below), and technical manuals/catalogs and system diagrams required to maintain Government-provided ASE systems.

3.4.2 Packaging, handling, storage, and transportation of all ASE, except for COMSEC/CCI shall be in accordance with NAVAIR Clause 5252.247-9520 Clause D-7. Packaging, handling, storage, and transportation of COMSEC/CCI shall be in accordance with the Navy Electronic Key Management System 1.

3.5 Technical Assistance - When aircraft are deployed with operational ASE, the Government will provide system technical support. System technical support will consist of a 24/7 telephone Help Desk for CONUS and OCONUS support. Contact phone numbers will be included in the technical package delivered with each ASE-configured aircraft. In the event a system discrepancy cannot be resolved after thorough troubleshooting while deployed OCONUS, a technical representative will be available for dispatch to the site once notification is given to the C-12 program office.

3.6 Special Tools and Equipment - The Contractor shall maintain all ASE in accordance with Original Equipment Manufacturer (OEM) technical specifications and manuals. The following ASE-related special tools and equipment will be provided as Government furnished equipment (GFE) in accordance with H-22:

3.7 Mission Essential Asset - The ASE system will be designated as a critical Mission Essential List (MEL) item when the aircraft is deployed OCONUS in a high threat area. When the aircraft is Not Mission Capable for Supply (NMCS) for Government-furnished ASE, the time awaiting Government-furnished ASE is considered Non-Reporting Time (NRT).

3.8 ASE Publications - The following publications provide maintenance and technical information on ASE. Affected site personnel shall be familiar with and comply with these publications:

<table>
<thead>
<tr>
<th>NAVAIR 16-30ALE47-1</th>
<th>O &amp; I Maintenance Instructions w/Illustrated Parts Breakdown Manual for Countermeasures Dispensing Set</th>
</tr>
</thead>
</table>
4.0. **Ordnance and ASE Website Information and Registration:** The following are applicable websites in which personnel shall maintain current registration, follow policy and direction:

a) [https://mynatec.navair.navy.mil](https://mynatec.navair.navy.mil) NATEC Technical Data
b) [https://nossa.nmci.navy.mil/nrws2/](https://nossa.nmci.navy.mil/nrws2/) NAVSEA Ordnance Safety & Security Activity
c) [http://ammo.okstate.edu](http://ammo.okstate.edu) Ammo School Help Desk
d) [https://infosec.navy.mil](https://infosec.navy.mil) Navy Information Assurance website (covering, CCI, COMSEC, and EKMS policy)