
FOIA Electronic Reading Room

Document Coversheet

Document Description

CONTRACT: N68936-05-C-0061

- This document has been released in its entirety.
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.
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- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 0010150307		PAGE 1 OF 41				
2. CONTRACT NO. N68936-05-C-0061		3. AWARD/EFFECTIVE DATE 03-Oct-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER N68936-05-F-0057		6. SOLICITATION ISSUE DATE 20-Jul-2005		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 15 Aug 2005		
9. ISSUED BY CDR NAWCWD CODE 220000D ATTN: K. MATSUNAGA 429 E. BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108 TEL: FAX:			CODE N68936		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE ITEM 9			CODE		
17a. CONTRACTOR/OFFEROR FLIGHT INTERNATIONAL INC DAVID SHARP NEWPORT NEWS WILLIAMSBURG AIRPORT NEWPORT NEWS VA 23602 TEL. 757-886-5500			CODE 3U629		18a. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPLOCS SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819			CODE N68688		
FACILITY CODE			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,960,619.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
				<i>Mary Jacobs</i>			21-Sep-2005			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY K. JACOBS / PROCURING CONTRACTING OFFICER TEL: (760) 939-6043 EMAIL: mary.jacobs@navy.mil					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 41

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

Name: Kim Matsunaga
Phone: (760) 939-7084
DSN: 437- 7084
FAX: (760) 939-8329
Email address: Kim.Matsunaga@navy.mil

U.S. Postal Service Mailing Address:
COMMANDER
CODE 220000D (K. Matsunaga – 760-939-7084)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):
COMMANDER
CODE 220000D (K. Matsunaga)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official "P0000" number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any "P0000" numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order.

Section B - Supplies or Services and Prices

L-3 Communication Flight International proposed Milestone Plan, Transition Plan, Maintenance Plan, and Subcontracting plan dated August 15, 2005 are hereby incorporated into the contract.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FFP The contractor shall provide a minimum 2 aircraft in accordance with the Statement of Work (SOW) in Section C herein. FOB: Destination PURCHASE REQUEST NUMBER: 0010133169				
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Lease of 2 Fairchild Metroliner III FFP Two multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (PHASE-IN) FOB: Destination PURCHASE REQUEST NUMBER: 0010150307	3	Months	[b(4)]	[b(4)]
	CIN: 001015030700001		ACRN AA	FUNDED AMOUNT	[b(4)]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Lease of 2 Fairchild Metroliner III FFP Two multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]
	CIN: 001015030700001		ACRN AA	FUNDED AMOUNT	[b(4)]

The government shall have the option to purchase CLINs 0002-0004 in accordance with FAR clause 52.217-8, Option to Extend Services, cited herein.

CLIN 0002-0003 is hereby exercised at the time of contract award IAW FAR Clause 52.217-8, Option to Extend Services.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option for Additional Aircraft- Base Year FFP The Government shall have the option to purchase the following CLINS/SubCLINS in accordance with FAR clause 52.217-17 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (MAR 1999) cited herein. FOB: Destination				
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at both sites, China Lake and Point Mugu and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]
	CIN: 001015030700001		ACRN AA	FUNDED AMOUNT	[b(4)]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at both sites, China Lake and Point Mugu and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]
	CIN: 001015030700001		ACRN AA	FUNDED AMOUNT	[b(4)]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Option for Additional Aircraft - Base Year FFP The Government shall have the option to purchase the following CLINS/SubCLINS in accordance with FAR clause 52.217-17 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (MAR 1999) cited herein. FOB: Destination				
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]
	CIN: 001015030700001		ACRN AA	FUNDED AMOUNT	[b(4)]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]
	CIN: 001015030700001		ACRN AA	FUNDED AMOUNT	[b(4)]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Option for Additional Aircraft - Base Year FFP The following SUBCLINS are for designated operating site. Only one of the SUBCLINS will be awarded if the option is exercised. FOB: Destination				
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Cost of flight hours- Base Year FFP Over the basic contract in accordance with 3.10 of the Statement of Work. [b(4)]/Flight Hour FOB: Destination				

FUNDED AMOUNT

OPTION YEAR 1

The government shall have the option to purchase CLINs 0006-0009 in accordance with FAR clause 52.217-8, Option to Extend Services, cited herein.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Lease of 2 Fairchild Metroliner III – Option Year 1 FFP Two multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Option for Additional Aircraft- Option Year 1 FFP Lease of one (1) Fairchild Metroliner III multi-engine turbine powered aircraft with designated operating site at both sites, China Lake and Point Mugu and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Option for Additional Aircraft – Option Year 1 FFP Lease of one (1) Fairchild Metroliner III multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Option for Additional Aircraft – Option Year 1 FFP The following SUBCLINS are for designated operating site. Only one of the operating site SUBCLIN's will be awarded if the option is exercised. FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB OPTION	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Cost of flight hours- Option Year 1 FFP Over the basic contract in accordance with 3.10 of the Statement of Work. [b(4)]/Flight Hour FOB: Destination				

FUNDED AMOUNT

OPTION YEAR 2

The government shall have the option to purchase CLINs 0011-0019 in accordance with FAR clause 52.217-8, Option to Extend Services, cited herein.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Lease of 2 Fairchild Metroliner III -Option Year 2 FFP Two multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Option for Additional Aircraft -- Option Year 2 FFP Lease of 1 Fairchild Metroliner III multi-engine turbine powered Aircraft with designated operating site at both sites, China Lake and Point Mugu and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Option for Additional Aircraft – Option Year 2 FFP Lease of 1 Fairchild Metroliner III multi-engine turbine powered Aircraft with designated operating site at Point Mugu and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Option for Additional Aircraft – Option Year 2 FFP The following SUBCLINS are for designated operating site. In the event option CLIN 0009 was exercised, only one of the Operating Cost SUBCLIN may be exercised. FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AA	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AB OPTION	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AC	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AD	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
G014AE	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (OPERATING COST ONLY) FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AF	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (OPERATING COST ONLY) FOB: Destination	12		[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	Cost of flight hours- Option Year 2 FFP Over the basic contract in accordance with 3.10 of the Statement of Work. [b(4)]/Flight Hour FOB: Destination				

FUNDED AMOUNT

OPTION YEAR 3

The government shall have the option to purchase CLINs 0016-0019 in accordance with FAR clause 52.217-8, Option to Extend Services, cited herein.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Lease of 2 Fairchild Metroliner III – Option Year 3 FFP Two multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	Option for Additional Aircraft – Option Year 3 FFP Lease of 1 Fairchild Metroliner III multi-engine turbine powered aircraft with designated operating site at both sites, China Lake and Point Mugu and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	Option for Additional Aircraft – Option Year 3 FFP Lease of 1 Fairchild Metroliner III multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	Option for Additional Aircraft -Option Year 3 FFP The following SUBCLINS are for designated operating site. In the event option CLIN 0009 or 0014 was exercised, only one of the Operating Cost SUBCLIN may be exercised. FOB: Destination				
FUNDED AMOUNT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AA	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]
FUNDED AMOUNT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AB OPTION	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]
FUNDED AMOUNT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AC	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AD	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AE	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (OPERATING COST ONLY) FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AF	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (OPERATING COST ONLY) FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	Cost of flight hours -Option Year 3 FFP Over the basic contract in accordance with 3.10 of the Statement of Work. [b(4)]/Flight Hour FOB: Destination				

FUNDED AMOUNT

OPTION YEAR 4

The government shall have the option to purchase CLINs 0021-0024 in accordance with FAR clause 52.217-8, Option to Extend Services, cited herein.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021 OPTION	Lease of 2 Fairchild Metroliner III -Option Year 4 FFP Two multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		12	Months	[b(4)]	[b(4)]
OPTION	Option for Additional Aircraft – Option Year 4 FFP Lease of 1 Fairchild Metroliner III multi-engine turbine powered aircraft with designated operating site at both sites, China Lake and Point Mugu and in accordance with the SOW. FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		12	Months	[b(4)]	[b(4)]
OPTION	Option for Additional Aircraft- Option Year 4 FFP Lease of 1 Fairchild Metroliner III multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024					
OPTION	Option for Additional Aircraft – Option Year 4 FFP The following SUBCLINS are for designated operating site. In the event option CLIN 0009, 0014, or 0019 was exercised, only one of the Operating Cost SUBCLIN may be exercised. FOB: Destination				

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AA OPTION	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AB	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AC	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (PHASE-IN) FOB: Destination	3	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AD	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (POST PHASE-IN) FOB: Destination	9	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AE	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at China Lake and in accordance with the SOW. (OPERATING COST ONLY) FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AF	Lease of 1 Fairchild Metroliner III FFP One multi-engine turbine powered aircraft with designated operating site at Point Mugu and in accordance with the SOW. (OPERATING COST ONLY) FOB: Destination	12	Months	[b(4)]	[b(4)]

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Cost of flight hours- Option Year 4				
OPTION	FFP				
	Over the basic contract in accordance with 3.10 of the Statement of Work.				
	[b(4)]/Flight Hour				
	FOB: Destination				

FUNDED AMOUNT

Section C - Descriptions and Specifications

STATEMENT OF WORK**STATEMENT OF WORK AND AIRCRAFT SPECIFICATION**

1. **SCOPE:** The contractor shall provide the nineteen passenger-seat, multi-engine, pressurize, two-pilot, turbine powered aircraft of the same type in the quantities specified in Section B of the Contract.
2. **APPLICABLE DOCUMENTS:** N/A
3. **REQUIREMENTS:**

3.1. Phase-in. The Government will not require that an additional spare aircraft be provided during the 90 day phase-in period.

AIRCRAFT SPECIFICATIONS: The aircraft shall meet the following minimum specifications at contract start up and thereafter:

- a. Manufactured on or after 1981
- b. Federal Aviation Administration (FAA) certification for entry into known icing conditions
- c. Removable seats
- d. Dual controls
- e. 750 nautical-mile (NM) minimum range with three crew members and ten passengers, with a 45-minute fuel reserve.
- f. Maintain a minimum rate of climb of 200 ft/min after loss of power from the critical engine *when* taking off at 2,500 foot pressure altitude with an outside air temperature of ISA plus 30, a fuel load for a 300-NM flight, three crew members, and 16 passengers.
- g. Full instrumentation and equipment required to meet FAA Federal Aviation Regulations (FAR) Part 121 requirements for instrument flight rules to include (as a minimum), but not limited to, the following:
 - (1) Strobe/anti-collision lights
 - (2) Dual 200-channel VOR navigation and flight instruments
 - (3) Dual 720-channel VHF communication radios
 - (4) Digitally tuned Automatic Direction Finder (ADF)
 - (5) Distance Measuring Equipment (DME) Display
 - (6) Dual 4096 code transponders with altitude encoding
 - (7) Marker beacon receiver
 - (8) Cockpit Voice Recorder
 - (9) Pilot and copilot yoke transmit and trim buttons
 - (10) Radio Magnetic Indicator (RMI) with selectable ADF/VOR capability
 - (11) Horizontal Situation Indicator (HSI)
 - (12) Weather Radar
 - (13) Crew oxygen
 - (14) Air conditioning
 - (15) Global Positioning System (GPS), IFR Non-Precision Approach Certified for both Enroute and Terminal Navigation
 - (16) Radar altimeter

- (17) Terminal Collision Avoidance System (TCAS)
- (18) Ground Proximity Warning System

- h. Aircraft external surfaces shall be free of damage and maintained in good overall condition. Interiors shall be clean and neat with no rips, tears, or visible wear on the upholstery, carpets or headliners. Windows and windshields will be clean and free of scratches or crazing.
- i. All equipment, either mechanical, electrical, or avionics, that is installed on the aircraft when it is delivered to the Government shall be considered as required equipment and, as such, shall be maintained in proper working condition throughout the duration of the contract.
- j. The Contractor shall provide and maintain FAA approved floatation devices for each seat installed in the aircraft.

3.2. Post Phase-in. AIRCRAFT SPECIFICATIONS. In addition to the aircraft specifications identified in paragraph 3.1, within 90 days after contract start date, and thereafter, the contractor shall assure all aircraft comply with the following:

- (1) UHF-capable communications radio
- (2) Two DME Displays
- (3) Pilot flight director (shall be a single cue, (V-Bar), minimum 4-inch instrument)
- (4) Dual Horizontal Situation Indicators (HSI) (minimum one for single pilot operations)
- (5) Digital Flight Recorder - minimum number and type of parameters as specified under FAR 121.344(a)
- (6) Pilot and Co-Pilot single pointer altimeters
- (7) Dual Radio Magnetic Indicator (RMI) with selectable ADF/VOR/TACAN capability
- (8) Aircraft newly painted white with blue trim
- (9) TACAN
- (10) Crew intercom – including two-way communications with Cabin Attendant

3.3. MINIMUM EQUIPMENT LIST

- a. Each aircraft provided in this contract must have a Minimum Equipment List (MEL) that is based on the FAA approved Master MEL for that type of aircraft.
 - (1) Notwithstanding the MEL the following items are not to be deferred under this contract except as provided below:
 - i. TCAS – except for ferry flights
 - ii. TAWS – May be deferred for period not to exceed two days
 - iii. GPS – May be deferred for period not to exceed two days

3.3. CERTIFICATIONS: All aircraft supplied by the contractor shall be FAA certified without restrictions for carrying passengers.

3.4. NAVY MARKINGS: The Government may affix identifiable U.S. Navy marking

3.5. LOCATION OF AIRCRAFT: Aircraft will be sited at the Naval Air Weapons Stations at China Lake, CA, or at Naval Air Weapons Station Point Mugu, CA, or at both sites, in accordance with Section B of the Contract.

- 3.6. **PILOTS:** U.S. Government pilots who will possess all necessary FAA qualifications and certifications will operate the aircraft. All pilots will hold at least a commercial airplane asymmetrical multi-engine land pilot certificate with instrument rating. Transport Aircraft Commanders (Captains) shall also hold the appropriate type rating if required by the FAA aircraft certification
- 3.7. **MAINTENANCE:** The contractor shall provide all maintenance, including parts and engine oil
- 3.7.1. Scheduled maintenance is that maintenance required after a certain period of aircraft and related component operating time; such as 25-hour, 50-hour, and 100-hour inspections or components that have reached maximum operation times as directed by the manufacturer's specifications or FAA regulations
- 3.7.2. Unscheduled maintenance is any maintenance requirement discovered during preflight or post-flight inspections of the aircraft that requires repair in order to return the aircraft to operational flight status in accordance with the manufacturer's specifications or FAA regulations
- 3.7.3. Contractor must provide on-site scheduled or unscheduled maintenance at both operating sites in accordance with established FAA procedures meeting or exceeding FAA FAR Part 135 Subpart J requirements.
- 3.7.4. Contractor shall provide all scheduled and unscheduled maintenance and emergency repairs in accordance with the manufacturer's and FAA directives required to maintain operational readiness of the aircraft. Major scheduled maintenance shall be performed at a designated maintenance contractor facility within a 1-hour flight range, one way, from either China Lake, CA, or Point Mugu, CA. The government will provide hangar space on an as-available basis for minor unscheduled maintenance or to affect emergency repairs necessary to return the aircraft to operational flight status. The contractor shall be responsible for ferrying aircraft for all scheduled and unscheduled maintenance. The time flown to locate aircraft at a maintenance facility shall not be considered a part of the chargeable Government flight time. The Government may, however, at its discretion, ferry the planes for maintenance. The time flown by the Government for purposes of conducting maintenance shall not be considered a part of the chargeable Government flight time.
- 3.7.5. In performance of the above maintenance services, it shall be the contractor's responsibility to ensure that all personnel assigned to perform maintenance tasks on the aircraft and related components are qualified and hold current required licenses and/or certifications to perform maintenance work on such aircraft and equipment types as required by the FAA regulations. Contractor's maintenance facilities must be adequate and of such magnitude to adequately support these aircraft. Contractor personnel shall comply with tool control, parts control, FOD control and quality assurance procedures. The method used shall be developed by the contractor, in writing, and approved by the Government's Contractor Technical Representative prior to start of contract performance.

- 3.7.6. Upon notification by the Government, the contractor shall immediately initiate unscheduled and emergency maintenance action and if, after 48 hours, weekends and holidays included, the aircraft requiring maintenance has not been repaired, at the Government's discretion, the contractor shall provide a temporary replacement aircraft within 24 hours until the unserviceable aircraft is again returned to flight status at the Government's facility. Replacement aircraft must be capable of performing planned missions and be the same aircraft type as the basic aircraft. Replacement aircraft must comply with the specifications listed in paragraph 3.1. The contractor shall provide an aircraft configured IAW paragraph 3.1 and 3.2 within 90 days.
- 3.7.7. The contractor shall provide a temporary replacement aircraft within 24 hours anytime downtime or "in-work" time for scheduled maintenance is expected to exceed (or actually exceeds) 96 hours, weekends and holidays included. Replacement aircraft must be capable of performing planned missions and be the same aircraft type as the basic aircraft. Replacement aircraft must comply with the specifications listed in paragraph 3.1. The contractor shall provide an aircraft configured IAW paragraph 3.1 and 3.2 within 90 days.
- 3.7.8. In the event an aircraft is damaged beyond repair, regardless of fault, the contractor shall provide a temporary replacement aircraft at the Government's discretion within 24 hours. Replacement aircraft must be capable of performing planned missions and be the same aircraft type as the basic aircraft. Replacement aircraft must comply with the specifications listed in paragraph 3.1. A permanent aircraft that complies with the specifications in paragraph 3.1 and 3.2 shall be provided within 90 days from the date me damages occurred
- 3.7.9. The contractor shall provide a daily aircraft status report to the Contracting Officer's Representative (COR). The report shall indicate the aircraft operational flight status. If the aircraft is not operationally flyable, include a description of the discrepancy and an estimated time of repair
- 3.8. **FAA DIRECTIVES:** The Contractor shall maintain the aircraft in full compliance with all applicable FAA directives during the performance period
- 3.9. **LINE SERVICE MAINTENANCE:** The Government will provide line service only. For further definition, line service consists of daily aircraft preflight inspection, aircraft post-flight inspections, maintaining a clean interior (vacuuming, dusting, and cleaning windows), fueling the aircraft, and replenishing oil and fluids. Any discrepancy noted in the performance of line services requiring further maintenance to make the aircraft operational will be documented in writing and forwarded to the contractor for immediate repair. The Government will provide fuel for scheduled and unscheduled maintenance and post-maintenance check flights performed at the Government facilities. The Government will provide fuel for operational flights
- 3.10. **FLIGHT HOURS - LEVEL OF EFFORT:** An average of 80 flight hours, exclusive of

maintenance related flight hours, per aircraft per month or a total of 960 total flight hours per aircraft per contract year will be required. If flight time exceeds the 960 hours per year, the contractor may submit a claim to the Contracting Officer within 60 days after the contract completion date for additional payment at the rate specified within the contract. If 80 flight hours per aircraft are not used in any given month, the unused hours shall be carried over and be available for use in the following months.

- 3.10.1. Unused hours at the end of the basic contract period shall be carried forward to the option period. If more than one aircraft is leased, hours flown shall be considered on the basis of total hours contracted, not against an individual aircraft. For instance two aircraft are leased and one flies 60 hours in a month and the other flies 100 hours in the same month, it is considered that the total hours were flown and there will not be a carryover or penalty.
- 3.11. **INSURANCE:**
 - 3.11.1. The government will assume the risk of loss or damage to the leased aircraft whenever the aircraft are operated by or in the exclusive control and possession of the government, unless the loss or damage results from negligent, improper or inadequate maintenance and/or aircraft preparation by the contractor, its subcontractors, employees, agents or other entities performing maintenance on the contractor's behalf.
 - 3.11.2. The contractor will assume all risk of loss or damage to the aircraft whenever the aircraft is operated by contractor personnel or in the possession and under the control of the contractor, its subcontractors, employees, agents or other entities acting on its behalf.
- 3.12. **RETURN OF AIRCRAFT:** The Government agrees to surrender the leased aircraft at the expiration of the contract in as good a condition as the beginning of the contract, except for reasonable wear and tear.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0009AA	Destination	Government	Destination	Government
0009AB	Destination	Government	Destination	Government
0009AC	Destination	Government	Destination	Government
0009AD	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0014AA	Destination	Government	Destination	Government
0014AB	Destination	Government	Destination	Government
0014AC	Destination	Government	Destination	Government
0014AD	Destination	Government	Destination	Government
0014AE	Destination	Government	Destination	Government
0014AF	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0019AA	Destination	Government	Destination	Government
0019AB	Destination	Government	Destination	Government
0019AC	Destination	Government	Destination	Government

0019AD Destination	Government	Destination	Government
0019AE Destination	Government	Destination	Government
0019AF Destination	Government	Destination	Government
0020 Destination	Government	Destination	Government
0021 Destination	Government	Destination	Government
0022 Destination	Government	Destination	Government
0023 Destination	Government	Destination	Government
0024 Destination	Government	Destination	Government
0024AA Destination	Government	Destination	Government
0024AB Destination	Government	Destination	Government
0024AC Destination	Government	Destination	Government
0024AD Destination	Government	Destination	Government
0024AE Destination	Government	Destination	Government
0024AF Destination	Government	Destination	Government
0025 Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0001AA	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0001AB	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0002AA	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0002AB	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0003AA	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0003AB	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0004AA	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0004AB	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0004AC	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0004AD	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	

0006	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0007	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0008	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0009	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0009AA	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0009AB	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0009AC	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0009AD	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0010	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination
0011	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0012	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0013	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0014	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0014AA	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0014AB	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0014AC	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0014AD	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0014AE	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination

0014AF	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0015	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
0016	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0017	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0018	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0019	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0019AA	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0019AB	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0019AC	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0019AD	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0019AE	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0019AF	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0020	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
0021	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0022	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0023	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0024	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0024AA	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination

0024AB POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0024AC POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0024AD POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0024AE POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0024AF POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
0025 POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
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F-TXT-01 OPTION PERIOD OF PERFORMANCE (MAR 2003)

(1) The period of performance for CLIN(s) 0006-0010 is 12 months beginning October 1, 2006 and ending September 30, 2007. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-8, Option to Extend Services.

(2) The period of performance for CLIN(s) 0011-0015 is 12 months beginning October 1, 2007 and ending September 30, 2008. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-8, Option to Extend Services.

(3) The period of performance for CLIN(s) 0016-0020 is 12 months beginning October 1, 2008 and ending September 30, 2009. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-8, Option to Extend Services.

(4) The period of performance for CLIN(s) 0021-0025 is 12 months beginning October 1, 2009 and ending September 30, 2010. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-8, Option to Extend Services.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 233 77777 0 054219 2F 000000
 COST CODE: 000003800100
 AMOUNT: \$2,960,619.00
 CIN 001015030700001: \$2,960,619.00

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5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (APR 2005)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dod.mil/dfas/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: Paula.Hill@l-3com.com

G-TXT-10 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (JUN 2005)

(a) Invoices under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <http://www.wawftraining.com/>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 800-559-WAWF (9293).

(2) A separate invoice will be prepared upon Inspection and Acceptance.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable.

(b) The following information regarding Naval Air Warfare Center Weapons Division China Lake is provided for completion of the invoice in WAWF:

WAWF Invoice Type:	Combo
Issuing Office DODAAC	N68936
Admin Office DODAAC:	N68936
Inspector DODAAC (if applicable):	N68936
Acceptor DODAAC (if applicable):	N68936

Local Processing Office DODAAC:	N68936
Paying Office DODAAC:	N68688

- (c) The contractor shall submit invoices for payment per contract terms.
- (d) The Government shall process invoices for payment per contract terms.
- (e) For Navy accounting purposes only:
Code 51D00MD, Name: John Antonio
Phone: 805-989-1641

Section H - Special Contract Requirements

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H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME: John Antonio

CODE: 51D00MD

TELEPHONE NO.: 805-989-1641

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer.

Mary Jacobs- 760-939-6043
Naval Air Warfare Center Weapons Division
Code 220000D
429 E. Bowen Road Stop 4015
China Lake, CA 93555

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-24	Small Disadvantage Business Participation Program-Targets	OCT 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.242-13	Bankruptcy	JUL 1995
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
5252.219-9501	Less Than Five Percent Small Disadvantage Business Subcontracting Goal	MAR 1999

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Pub.L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (ii) Alternate II (Mar 2004) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (ii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jul 2004)(E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24) (i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record . The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor prior to completion of the contract period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five years.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.farsite.hill.af.mil/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract [FAR 52.212-5], the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- | | |
|--------------|--|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note). |
| 252.247-7023 | Transportation of Supplies by Sea (10 U.S.C. 2631). |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). |

Section J- Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment (1)	Individual Subcontracting Plan	24	August 15, 2005 — [b(4)]
Attachment (2)	Maintenance Plan	31	August 15, 2005
Attachment (3)	Transition Plan	2	August 15, 2005
Attachment (4)	Milestone Plan	4	August 15, 2005



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D.1.0 INTRODUCTION

The Requirement from Section L.2.2.1. (4) Section D – Maintenance Plan of RFP:

“The offeror shall submit a plan for the scheduled, unscheduled maintenance of the proposed aircraft and addresses the statement of work and include parts supply and inventory tool control, Foreign Object Damage (FOD) prevention, and Quality Assurance procedures.”

This Section describes our personnel staffing, an overview of our maintenance plan, a presentation of our Foreign Object Damage prevention and tool control programs, our Quality Assurance procedure, and how we intend to perform scheduled and unscheduled maintenance for the NAWC Metro Program.

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A complete understanding of how an offeror intends to perform the maintenance effort of the RFP requires a discussion of what that offerors maintenance structure and supporting programs are and how the management organization supports that effort. The following sections are intended to provide that information.

HOW THE TASK WILL BE PERFORMED

D.2.0 MAINTENANCE OVERVIEW

Our proven maintenance system has matured over 25 years encompassing over 275,000 flight hours. L-3 FI is experienced in maintaining many types of aircraft including the Metro III proposed for the NAWC Program. Our success is based upon providing reliable, airworthy and properly configured aircraft to meet critical DoD requirements. L-3 FI's maintenance capabilities include the management, leadership, technical expertise, and sense of urgency required to commence and maintain on-time, NAWC flight operations.

D.2.1 L-3 PROGRAM MANAGEMENT

L-3 FI's Program Management organizational structure presented in **(Figure D.2.1-1)** has proven to be responsive and cost-effective in support of DoD Commercial Air/Aircraft Services (CAS)-type contract operations worldwide, including the NAWC aircraft lease program. This structure is unique, as it has been developed to accommodate both the DoD/contract and FAA requirements. The L-3 FI - Navy relationships are mature, efficient, and well established. The entire organization is committed to excellence and focused on a common goal — PROVIDING RESPONSIVE & RELIABLE SERVICE. The key players do not have to learn the structure — they built it, and improved it based on experience, lessons learned, and functionality. Each member understands not only his responsibilities and authority, but those of the other team members as well.

Individual sites report to L-3 FI's Metro Program Management Team, which is comprised of L-3 FI's Program Manager who is assisted by the L-3 FI's Director of Maintenance. The Metro Program Management Team in turn reports to the L-3 FI's Executive Site Manager. Integral to the Metro Program Management Team's performance on this program is the direct support by numerous other departments.

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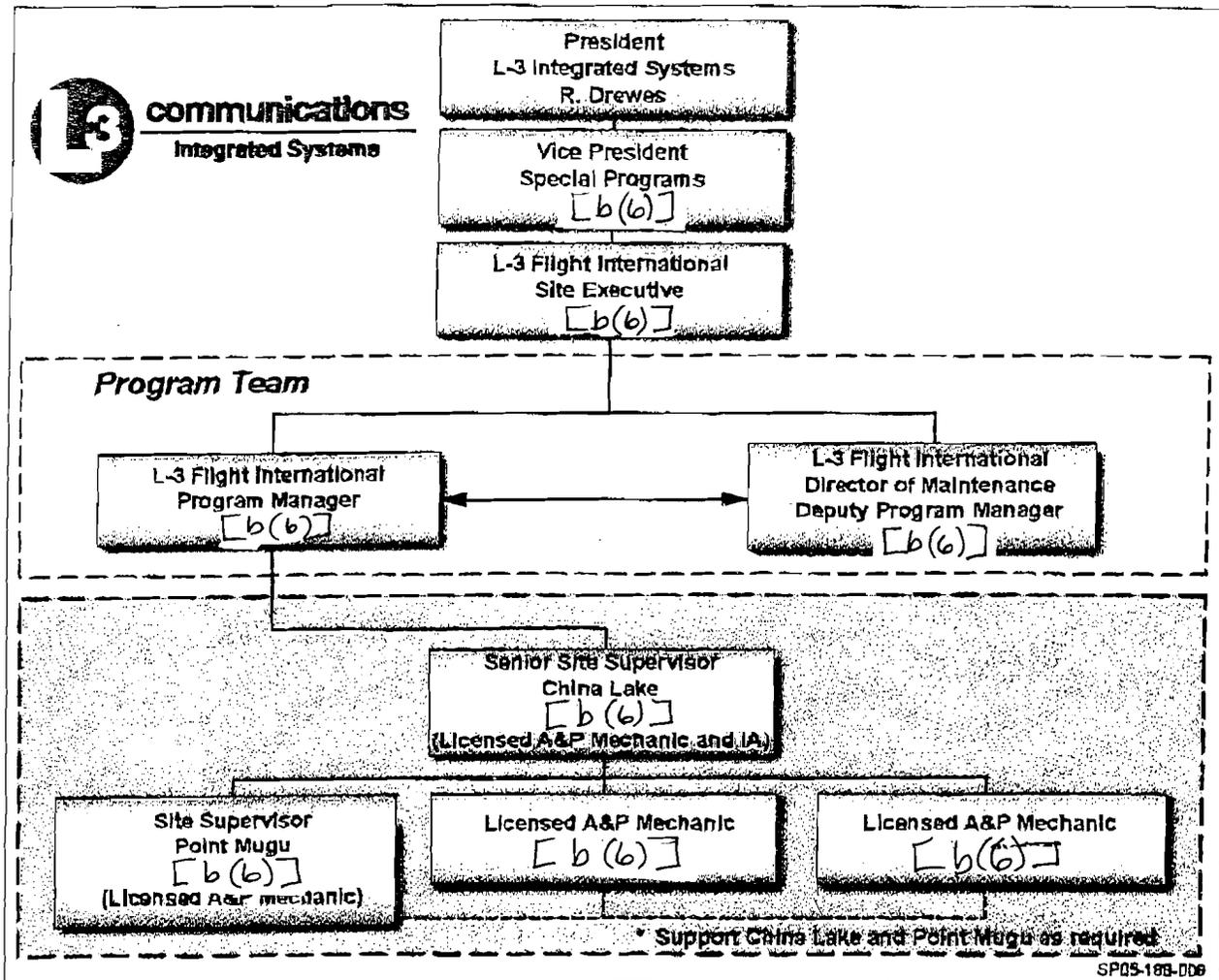


Figure D.2.1-1. L-3 FI NAWC Metro Program Management Organization. *The L-3 FI team brings extensive experience and proven know-how to the conduct of the NAWC mission.*

D.2.1.1 SITE EXECUTIVE MANAGER

D.2.1.1.1 Responsibilities

- The responsibilities of the Site Executive Manager as they relate to the Metro Program include:
 - Establishing Company policies and procedures related to L-3 FI's conduct in support of Metro Program;
 - Define the extent of corporate resource commitment, both present and future, to the Metro Program;

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- Responsible for delegating required authority to the Metro Program Management Team for committing the company resources as necessary to meet any and all of the Metro program contractual commitments;
- Final responsibility on negotiated items related to Metro and required bilateral agreements; and,
- Ensures L-3 FI's commitment to quality assurance, safety, excellence and integrity.

D.2.1.2 L-3 FI'S METRO PROGRAM MANAGER

D.2.1.2.1 Responsibilities

L-3 FI's Program Manager is individually responsible for the overall performance of the NAWC Metro Program requirements as outlined in the SOW. He serves as the agent for L-3 FI, responding directly to the Contracting Officer's Representative (COR).

Program Manager responsibilities include:

- Provide positive leadership to meet the needs of the customer and mission accomplishment
- Administer the policies and procedures relevant to L-3 FI's performance on the Metro contract
- Ensure that the personnel, material and equipment necessary for the Metro contract are provided in timely, cost effective manner
- Monitor all expenditures and requests for payment in support of the Metro contract
- Ensure that the performance of all vendors is sufficient to sustain on-time delivery of all services stipulated in the Metro contract
- Coordinate additional pilot and technician support, as required
- Ensure proper schedule coordination with the Site Supervisors
- Ensure that adequate staffing is in place at each Metro support location
- Coordinate all required maintenance, special equipment, and personnel requirements for Metro operating locations
- Manage support staff to ensure timely response to all the Metro system requirements

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- Ensure Metro data reporting requirements are prepared and submitted in a timely fashion
- Monitor submission of Metro invoices in accordance with contract provisions and governing FAR regulations
- Assure the program is monitored for Quality Assurance and Safety
- Assure effective Training Programs are in place and conducted
- Ensure the team is responsive to customer (DoD/USN) contract-related inquiries including: request for revision or modifications, resolving complaints regarding services rendered and other related matters
- Ensure effective communication channels between L-3 FI and the Navy.

In addition to the above responsibilities, the Program Manager maintains direct lines of communication with all Metro support elements including all sites. The Senior Site Supervisor for China Lake site reports directly to the Program Manager for program execution. Each Maintenance Technician in turn reports to the Senior Site Supervisor.

The Director of Maintenance (DOM) provides an additional supportive level of management. The DOM assists the Program Manager on a daily basis and in the Program Manager's absence, has the same authority as the Program Manager to take those actions necessary to assure the good order, continuity and execution of the Metro mission. His accessibility, with appropriately delegated authority, provides the Navy with the assurance that in the absence of the Program Manager, contract obligations will be met and a single L-3 FI point of contact will exist, regardless of circumstances.

D.2.1.2.2 Authorities

By delegation from the Site Executive, the Program Manager has full authority to respond to the NAWC COR regarding all matters pertaining to the L-3 FI's Metro program. The Program Manager has a full authority to use necessary company resources to meet any and all of the Metro program contractual commitments. This includes, but is not necessarily limited to, authority to commit company resources in the following areas of Metro support:

- Direct aircraft configuration/modification in concert with L-3 FI's Director of Maintenance;
- Coordinate the activities of all Site Supervisors;



- Take actions necessary for base support in coordination with the local facilities manager;
- Ensure proper vendor support for the Metro program; and
- Effect logistic support actions necessary to meet scheduled Metro missions.

D.3.0 MAINTENANCE PROGRAM AND LOGISTICAL SUPPORT

This Section describes L-3 FI's maintenance system to support a worldwide network of maintenance bases similar to that required by the current NAWC program.

The ability to meet expanding maintenance requirements generated by foreseen and unforeseen events are built into the L-3 FI maintenance system. L-3 FI is capable of handling the most demanding maintenance situations. Our diversity of operations gives our team the necessary depth to meet NAWC program demands.

D.3.1 L-3 FI MAINTENANCE PROGRAM

The L-3 FI Maintenance Program is structured to maintain our aircraft in a variety of environmental conditions, including the NAWC environment and includes all scheduled and unscheduled maintenance activities. L-3 FI's program includes the organizational/line, intermediate/field and depot/main base level maintenance activities required to maintain and configure aircraft to meet the NAWC specifications and operational requirements. Each of these functions is defined in the following paragraphs. The program is in consonance with the Federal Air Regulations (FAR) and is well documented in historical L-3 FI aircraft and FAA records (available for inspection upon request).

Scheduled inspections are accomplished at our Intermediate Maintenance Facility at Inyokern, CA (adjacent to NAWC China Lake). Intermediate and depot level maintenance is performed at the Main Base facility in Newport News, VA by an experienced team of highly qualified professionals. During periods of heavy workload, other reputable Metro III certified maintenance facilities are also used.

D.3.1.1 Organizational Maintenance/Line Maintenance

Organizational maintenance (**Figure D.3.1.1-1**) is the first level of support necessary to maintain NAWC aircraft in an airworthy condition. It is an organic function performed at Company Line Maintenance Bases (LMB) at China Lake and Point Mugu. LMBs are equipped and staffed to perform preventive and routine maintenance on all systems on a daily basis. The ultimate goal of organizational maintenance is to meet NAWC operations with mission-ready aircraft. In the last 5 years, L-3 FI has provided mission-ready aircraft at a rate in excess of 98% of the time.



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All maintenance is performed and supervised by FAA-certified Airframe and Powerplant Mechanics (A&Ps). Our mechanics are trained in aircraft powerplant, avionics and electronic systems. LMBs are stocked with spare parts and the Test and Diagnostic Equipment (TDE) required to maintain all systems.

Figure D.3.1.1-1. Organizational Maintenance. *Organizational maintenance helped L-3 FI provide mission-ready aircraft more than 98% of the time.*

MAINTENANCE TYPE	LOCATION	WORK ACCOMPLISHED
ORGANIZATIONAL – perform preventive and routine maintenance on all systems on a daily basis	China Lake & Point Mugu	<ul style="list-style-type: none"> Phase Inspections including Operational Checks; Service Bulletin and FAA Airworthiness Directive (AD) compliance. Service checks; Aircraft systems and/or component diagnostic and repair; Electronic Systems functional checks & calibration.

D.3.1.2 Field Maintenance/Intermediate Maintenance

Field level maintenance (**Figure D.3.1.2-1**) is the next level of maintenance performed at our Intermediate Maintenance Facility (IMF) at Inyokern, CA. This effort focuses upon aircraft maintenance, equipment component repair, and electronic systems calibration or repair. IMFs are equipped with the tools, test equipment and spare parts necessary to perform maintenance that is beyond the capabilities of the organizational maintenance performed at our LMBs.

Figure D.3.1.2-1. Field-Level Maintenance. *Field maintenance (or intermediate maintenance) performance maintenance beyond capabilities provided at LMBs.*

MAINTENANCE TYPE	LOCATION	WORK ACCOMPLISHED
INTERMEDIATE – Preventive, routine and restoration maintenance actions	Inyokern, CA <ul style="list-style-type: none"> 10 mins from China Lake 25 mins from Pt Mugu 	<ul style="list-style-type: none"> Phase and higher-level inspection; Aircraft avionics and electronic systems calibration; Installation of aircraft modification kits; Aircraft weight and balance checks; Service bulletin and AD compliance; and Calendar Systems Inspections.

D.3.1.3 Depot/Main Base Maintenance

The equivalent of U.S. Navy depot level maintenance is typically accomplished at our Maintenance Facility at Newport News, VA, and/or by contracting with vendors such as Garrett Aviation Services Worldwide. L-3 FI depot level maintenance (**Figure D.3.1.3-1**) includes organizational, field maintenance and major alternations and repairs.

Depot level maintenance is normally performed at our Newport News facility (an FAA-certified Repair Station) where the concentration of tools, test equipment and technical expertise is

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located necessary to inspect, repair, overhaul or alter aircraft structure, avionic/electronic systems, or components by other than "elementary operations." In other words, by procedures and techniques not commonly found in a manufacturer's service or repair manual. Our depot facility is located at:

L-3 Communications/Flight International Aviation LLC
Newport News/Williamsburg International Airport
Newport News, VA
FAA Repair Station Certificate No. CRS BHKR 451C

Figure D.3.1.3-1 Depot-Level Maintenance. *L-3 FI performs depot-level maintenance at its Newport News facility in Virginia.*

MAINTENANCE TYPE	LOCATION	WORK ACCOMPLISHED
DEPOT – equivalent of U.S. Navy depot level maintenance	Newport News VA or OEM	<ul style="list-style-type: none"> Organizational maintenance; Field maintenance; and Major alternations & repairs per FAR Part 135

L-3 FI has evaluated all levels of maintenance in preparing this proposal and applied the result of lessons learned and improvements made over 17 years of NAWC contracts effort. Our maintenance operators are capable, proven, technical experts, who proved they will meet all NAWC aircraft maintenance requirements.

D.3.2 LOGISTICS SUPPORT SYSTEM

We have designed our Integrated Logistics System (ILS) to include operations, maintenance, supply and finance to meet the NAWC requirements. Operations and maintenance coordinate flight hour commitments; maintenance and supply requisition replacement parts; and finance provides the revenue required to purchase the inventory necessary to support NAWC operations.

L-3 FI's current supply and logistics system supports operations 24-hours a day, 7 days a week, and is based on more than 25 years of experience supporting aircraft similar to or identical to the Metro III aircraft proposed for NAWC. It is an integrated proven material management system composed of computerized inventory control with a logistics pipeline of FAA-approved parts from vendors to company supply centers. The viability of L-3 FI's system is reflected in the aircraft availability rate of greater than 98% over the past 24 years in support of worldwide DoD contract operations.

D.3.2.1 Supply

L-3 FI stocks Line Maintenance Bases (LMB) with spare parts and the bench stock necessary to perform routine and unscheduled maintenance. The LMB inventories are primarily replenished from the Intermediate Maintenance Facility (IMF), which is strategically located at Inyokern, CA. The IMFs and the Main Base are the primary sources of supply for the NAWC aircraft.

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The IMFs are staffed and equipped with the personnel, hardware and software typically associated with base level supply functions. The supply system is designed to provide the workforce with replacement parts where and when they are needed. Inventory stock levels are based on:

- Aircraft Minimum Equipment Lists (MEL) critical items;
- Scheduled maintenance to aircraft and special mission equipment systems;
- Historic consumption, fleet size and reliability analysis.

D.3.2.1.1 Sources of Supply

L-3 FI maintains a comprehensive list of FAA/L-3 FI approved vendors for spares replenishment for the IMF and LMB stock to support the NAWC operation. In addition, L-3 FI uses ASB Avionics in Santa Barbara and Mojave for quick-response avionics repairs and certifications. We also maintain a large network of commercial vendors to exchange or repair items not repairable at our IMF. Taken in total, the L-3 FI supply system is designed for exactly the kind of support arrangement needed for the Metro III aircraft.

D.3.2.2 Logistics

L-3 FI recognizes logistics planning and “pipeline” control are two of the most critical components for successful, cost-effective, worldwide flight and maintenance operations. Logistics planning, cost control and reporting are the responsibility of the Director of Maintenance (DOM). This pipeline provides Metro III and related engine spare parts, rotatable components, and flight line support equipment.

D.4.0 FOREIGN OBJECT DAMAGE (FOD) PREVENTION & TOOL CONTROL PROGRAMS

L-3 FI recognizes that prevention of FOD is essential to the execution of a professional aircraft maintenance program. FOD could lead to aircraft damage and result in unnecessary maintenance man-hours, increased unscheduled workloads, and reduced operational capability. The L-3 FI Metro III FOD Prevention Program is designed to:

- Eliminate Foreign Object Damage to aircraft, engines and propellers resulting from ingestion of maintenance debris or misplaced tools.
- Eliminate possible flight control interference problems resulting from poor housekeeping procedures or improper maintenance.
- Maintain proper housekeeping.
- Improve and correct proper maintenance practices.
- Improve the quality of maintenance procedures.



D.4.1 FOD PREVENTION MANAGEMENT

The L-3 FI Safety Manager is responsible for the overall FOD Prevention program and Site Supervisors are responsible for implementation of the Program at their respective sites. Corporate policy dictates all L-3 FI personnel become personally committed to support all aspects of the FOD Prevention Program. The L-3 FI Quality Assurance (QA) Manager and Safety Manager monitor the FOD Prevention Program to ensure compliance, identify FOD sources and provide guidelines in accordance with Navy and local directives. The QA Manager has the responsibility for ensuring that employees are continually conscious of FOD possibilities. This is accomplished through frequent monitoring of the FOD Prevention Program through periodic, formal procedural evaluations of the daily FOD walk-down, hangar and ramp cleanliness inspections, aircraft security, and tool control audits. The Site Supervisor also ensures FOD prevention is a part of organizational training sessions and employees receive initial and follow-on training in FOD prevention.

The L-3 FI Metro III FOD Prevention Program is an all-hands effort. The FOD Prevention Program includes several actions required by Site personnel.

D.4.1.1 FOD Briefings

Each Site Supervisor is responsible for providing initial and follow-up FOD briefings to all Site personnel including pilots, flight crews, and visitors as required to ensure compliance with the FOD Prevention Program. Briefing context stresses risk to personnel life and safety, material and equipment preservation, and associated costs. They are designed to enhance personal involvement in the FOD program and to serve as a primer for our Tool Control Program.

D.4.1.2 FOD Container Use

Brightly marked containers have been placed in work centers, on the hangar deck and on adjacent ramp areas for disposal of FOD. Ramp containers are emptied daily and checked, to ensure they do not become sources of FOD. All L-3 FI Metro III program personnel are instructed and directed to use the FOD containers for debris removed from any work area.

D.4.1.3 FOD Inspection Procedures

All Site Supervisors ensure that assigned spaces are inspected daily and that good housekeeping habits are maintained. Supervisors whose work centers are adjacent to ramps and line areas will supervise/conduct a daily FOD walk down.

D.4.1.4 Engine Turn-ups

The following procedures are completed prior to engine turn-ups:

- All tools used during engine repair or build up are accounted for and inventoried.



- All employee uniform pockets are empty prior to making a physical check of engine intake ducts, inlets and/or prop arc areas. This ensures no loose items -- e.g., nuts, bolts, washers, safety wire, etc. -- are present.
- Verify cleanliness of intake and/or intake ducts prior to run-up.
- Only after clearance procedures are completed, does the mechanic proceed with engine run-up.

D.4.1.5 Tool Inventory Control Program

This program is an integral part of our FOD Prevention Program and is discussed in detail in Section D.4.2.

D.4.1.6 FOD Investigation / Reporting

Incidents of Foreign Object Damage are investigated and reported according to the following procedures:

- Upon being notified of a suspected FOD incident, the Site Supervisor notifies the customer in a timely manner.
- The Site Manager assembles an End-It-Team.
- The End-It Team investigates all instances of engine damage as a result of suspected foreign objects.
- The results of the team investigation are recorded on the Engine FOD Hazard/Mishap Report, and entered into the QA follow-up program.
- The Site Manager implements corrective action to prevent recurrence when determination of the cause indicates that corrective action is required.

D.4.1.7 Daily FOD Walk Down Requirements

The Site Supervisor directs daily FOD walk-downs of L-3 FI spaces. All available personnel participate in a walk-down of the designated areas.



D.4.2 TOOL CONTROL PROGRAM

L-3 FI maintains an effective Tool Control Program developed in accordance with applicable FAA regulations. The program is designed to prevent FOD aircraft incidents attributed to tools and components unaccounted for after maintenance operations. The system consists of toolboxes designed so an inventory can be conducted at any time. Inventories are maintained of all components, test equipment, and tool containers. Accountability for the L-3 FI Metro III Tool Control Program is provided through the following actions:

- Maintaining 24/7 security;
- Conducting initial, annual, and quarterly audits and wall-to-wall inventories;
- Maintaining an inventory program to ensure control during each work shift;
- Controlling all items undergoing calibration;
- Accomplishing minor repairs to tools, as necessary; and,
- Marking all tools with identifying codes and ensuring proper accounting of items that are not suitable for marking (drill bits, acid brushes, etc.).

D.4.2.1 Tool Control Responsibilities

The following outlines specific tasks and responsibilities required by L-3 FI for the successful execution and administration of the program:

- The Site Supervisor is responsible for the Tool Control Program and assumes custody of all special tools and oversees the effective operation of the Tool Room.
- The positive Tool Control Program for all tools maintained by the Tool Room is monitored through a check-in/check-out system and continuous inventory.
- The Site Supervisor implements and maintains the program in accordance with the provisions of L-3 FI Metro III policy and the guidelines herein.
- The Site Supervisor assigns personnel to investigate missing tools when a Missing Tool Report is received.
- The Site Supervisor monitors the program to ensure continued compliance, submits a Missing Tool Report when a toolbox inventory discrepancy occurs.



D.4.2.2 Tool Marking Procedures

All hand tools (except as noted below) that are used in L-3 FI's Metro III Program will be marked as follows:

- Personal tools are marked with the last four (4) digits of the owner's Social Security number.
- Government-owned tools are marked with a tool room number.
- Items not marked-- such as drill bits, acid brushes, non-sparking non-magnetic beryllium hand tools, long bars and files used by personnel, and tools whose usefulness might be impaired by marking -- are inventoried before, during and after each completed maintenance action.

D.4.2.3 Tool Inventory Procedures

A tool inventory list is provided in each tool box/kit/pouch. Each technician/mechanic performs periodic inventories IAW L-3 FI's Tool Control Program.

D.4.2.4 Tool Accountability Procedures

Individual employee tool and support equipment accountability procedures include:

- Maintenance of inventory lists for each work center tool container and for each employee tool container.
- Inventory of tools of individual owners provided to Site Supervisor.
- Performance of sight inventories.
- Marking with the applicable identifying code.
- QA Manager and/or Site Supervisor inspections of tool containers.

D.4.2.5 Lost Tool Procedures

When a tool room inventory and/or a periodic inventory indicates that tools/equipment are missing, the following procedures apply:

- Mechanic/Technician who lost the tool immediately notifies Site Supervisor.
- Mechanic/Technician and Site Supervisor initiate a Missing Tool Report (**Figure D.4.2.5-1**).



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- Site Supervisor and mechanic/technician conduct an immediate investigation. If the tool/equipment is not found, the aircraft is inspected thoroughly to the depth necessary to ensure the lost tool is not in any aircraft that the tool was used on prior to that aircraft being released for flight.

The authorized releasing agent only releases the aircraft safe for flight whenever the tool has been found or the releasing agent is satisfied that the tool is not in the aircraft.

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L-3 FI Metro III Missing Tool Report

Time/Date _____

A. Originator _____

Branch/Work Center _____

Tool Description _____

Aircraft Side No. _____
Component/End Item
No. _____

Circumstances _____

Originator's Signature _____

Supervisor's Signature _____

B. Maintenance Control Time/Date _____

C. Quality Assurance: QA Manager Assigned _____

Results/Recommendations: _____

D. Site Manager: Time/Date _____

Remarks/Disposition: _____

Signature _____

E. Releasing Authority: Time/Date _____

Remarks:

Copy to: Site Supervisor
L-3 FI QA Manager
L-3 FI Safety Manager

Figure D.4.2.5-1 Missing Tool Report. *The Site Supervisor fills out a missing tool report.*

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D.5.0 QUALITY ASSURANCE & SAFETY PROGRAMS

L-3 FI recognizes the criticality of pro-active Quality Assurance and Safety Programs. They are presented together because L-3 FI believes these programs are synonymous. These programs have evolved through many years as a preeminent provider of commercial aviation services to DoD and civil customers. L-3 FI's Internal QA Audit and other manuals are available upon request.

L-3 FI's Quality and Safety Programs have been developed specifically to meet the FAA's requirements for both our Air Carrier and Repair Station operations as well as to meet the USAF Air Mobility Command's demanding DoD procedures. The effectiveness of L-3 FI's long established QA system is realized through the following:

- Zero accident casualties
- In excess of 98% aircraft availability for the previous NAWC Metro Contract
- Zero level I FAA findings in 8 years
- Zero ground casualty rate
- Exemplary customer satisfaction
- Exemplary FAA relations

D.5.1 QUALITY ASSURANCE PROGRAM

D.5.1.1 Management Review

L-3 FI's Quality Assurance (QA) Program is a top priority of the company. All employees are required to maintain the highest quality standards in their work. L-3 FI's managers are required to maintain our quality standards for the day-by-day operations at each site. All sites are evaluated by L-3 FI's corporate level management, Program Managers or designated representatives to evaluate the quality of work. Evaluations are made on a semi-annual basis at a minimum.

To ensure quality service and supplies are provided, an audit/inspection system is maintained. Daily audits include aircraft/status reporting to ensure proper parts installation, maintenance procedures, and all personnel are using correct troubleshooting techniques. Semi-annual audits are conducted to verify parts and components are properly stored, controlled and segregated. Vendor audits are conducted to critique the vendor's documentation and to ensure all repairs are properly performed.

L-3 FI's Metro Program Manager audits all deficiencies found to include deficiencies that were corrected on the spot. All findings are corrected in a timely manner, and never longer than the time specified. Customer reported deficiencies are responded to immediately. The Program



Manager notifies the Executive Site Manager of any Quality Assurance problems, prepares a correction action request and follows up on the action to its resolution. Critical information will be expeditiously forwarded to NAWC.

D.5.1.2 Critical Characteristics

L-3 FI's Quality Assurance Program describes the process for the identification, correction and verification of corrective actions of critical findings. The Site Supervisor is directly responsible to the Metro Program Manager for aggressive and prompt action to correct conditions that may result in services that are less than desirable. All employees are charged with identifying maintenance and material problems and recommending corrective actions.

D.5.1.3 Customer Liaison Program

L-3 FI believes liaison, cross-talk and bilateral feedback are instrumental to a smooth running program. Like most organizations, we have a corporate hierarchy, but we also have an "open door" policy. Our managers are hands-on and involved. Our size provides the opportunity for the Executive Site Manager to know each employee on a first name basis. We openly solicit discussion and suggestions, even on contentious issues. We have done the same in our Government dealings for many years. It is a part of our corporate culture to address problems promptly and candidly. This works at all levels of management.

The following examples of cross liaison are consistently experienced:

<u>L-3 FI Management</u>	<u>Government Contacts</u>
Executive Site Manager	NAWC Contracts, Wing Commander
Program Manager	NAWC Contracts, Wing Commander, COR, Site Personnel
QA Manager	COR, FAA
Site Supervisors	COR, Pilots, FAA, Representatives
Contracts	PCO, ACO

D.5.2 SAFETY AND MAINTENANCE ANALYSIS PROGRAMS

D.5.2.1 Safety Program

L-3 FI is committed to continuing operations and activities in a manner that provides and maintains safe and healthful working conditions for the public, our pilots, employees, customers, and visitors. We strive to protect the environment, conserve resources, and prevent pollution, injuries, and illnesses. All employees, without fear of reprisal, are authorized to stop work pending elimination of a perceived hazard. Continual improvement and value added approaches drive our environmental, safety, and health programs. Our Safety Program conforms to all applicable local, State and Federal laws and regulations, OSHA, and NFPA Fire Protection standards. In addition, L-3 FI's Safety Program adheres to all base safety, fire protection and HAZMAT standards.

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D.5.2.2 Safety Manual

L-3 FI has a site specific Safety Manual for the Metro program to ensure conformance to all applicable safety requirements.

D.5.2.3 Safe For Flight

L-3 FI is responsible for ensuring the Metro aircraft are safe for flight. L-3 FI utilizes only authorized site personnel to release aircraft as safe for flight. The Site Supervisor designates authorized personnel in writing.

D.5.2.4 Maintenance Analysis

L-3 FI identifies and recommends over-and-above maintenance and repairs to the Contracting Officer's Representative (COR) and the NAWC Program Manager (PM) as well as advising in other areas. The following types of actions are coordinated through the COR with details and technical references:

- Real-time identification of safety items requiring immediate or near term action to the COR and Program Manager (PM).
- Analysis of source data (field service reports, Functional Check Flight reports, incident/mishap reports, Flight Data Recorder information, etc.). The on-site L-3 FI team monitors this data as it applies to their aircraft and operations. In addition to these reports, data and information is compiled and sent to L-3 FI Metro Program Office to be documented by tail number and analyzed for applicability to the remaining fleet of NAWC Metro aircraft.
- Identification of adverse Mean Time Between Failure (MTBF) trends on items having a probable negative impact on aircraft operations or availability. All members of the maintenance team monitor this data on-site. Additionally, the supply personnel at L-3 FI monitor reports for premature failure of repairable items and track all components due for changed by aircraft time. This information is provided in the daily status report from each site to L-3 FI's Metro Program Office.
- L-3 FI provides feedback to the operator and the Contracting Officer's Representative of problem areas that are being reviewed and worked. Daily updates and information exchanges are provided to the COR.
- L-3 FI participates in Navy user conferences to the level tasked. We also provide presentations on the Metro Program to the detail and extent requested.
- Phone, fax and email are used to ensure real time communications on safety and critical information.



EXPERIENCE AND CAPABILITY TO PERFORM

D.6.0 MAINTENANCE PLAN

L-3 FI continues to maintain the Metro III aircraft in airworthy condition using an FAA-Approved Airworthiness Inspection Program (AAIP) based on the FAA Part 135, Subpart J requirement. The program is based on the manufacturer's recommended maintenance program under which L-3 FI has been maintaining these aircraft for the past eleven years. This program is designed to verify the airworthiness and integrity of all aircraft, power plant and avionics systems.

D.6.1 SCHEDULED AND UNSCHEDULED MAINTENANCE

L-3 FI continue to provide scheduled and unscheduled organizational aircraft maintenance of the Metro III aircraft to meet flight programs and daily mission requirements as stated for each site IAW the SOW. Additionally, should the SOW defined downtimes (96 hours for scheduled maintenance and 48 hours for unscheduled maintenance) be exceeded, the spare aircraft will immediately be made available to maintain the required availability. Additionally, should an aircraft be damaged beyond economical repair, the spare aircraft will be available for daily scheduling. L-3 FI will make available an additional fully equipped spare within 90 days. L-3 FI continues to support all functions performed at Pt. Mugu and China Lake sites. The support includes associated support equipment, power plants, airframes, aviation life support systems, electronic and electrical instruments, engine and aircraft lubrications, and limited flight line services. Inspections and repairs are performed in accordance with requirements specified and L-3 FI's AAIP. In achieving this requirement, L-3 FI continually improves material readiness and safety with the optimum use of economic resources. L-3 FI ensures compliance with the following special emphasis programs and their locally generated maintenance instructions:

- Safety
- Aircraft Compass Calibration
- Corrosion Control
- Foreign Object Damage
- Hydraulic Contamination Control
- Maintenance Discrepancy Reporting
- Nondestructive Inspections
- Oil Analysis
- Technical Publications Library
- Support Equipment Training and Licensing
- Tire/Wheel Maintenance Safety
- Tool Control
- Quality Assurance Monitoring
- Things Falling Off Aircraft (TFOA)



D.6.1.1 Scheduled Maintenance

The scheduled maintenance system was developed as a means to conduct maintenance on aircraft pursuing an effective and continuing preventive maintenance program. The best possible use of time, manpower, material and funds is mandatory if the maximum potential equipment availability and use are to be realized. Scheduled maintenance requirements, including combining and sequencing of all required tasks, must be properly conducted to ensure all aeronautical equipment receives required servicing, preventive maintenance, and inspections.

The purpose of scheduled maintenance is to:

- Simplify complex maintenance tasks
- Provide a readily manageable maintenance program
- Facilitate scheduling and controlling of maintenance operations
- Provides a means for detecting impending equipment failures
- Facilitate an effective QA process
- Forecast and plan manpower and material requirements

A scheduled maintenance requirement is usually based on an accumulation of flight hours. Additionally, aircraft-mounted components with operating limits are inspected during scheduled maintenance for removal and replacement if operating limits have been reached. L-3 FI conducts scheduled maintenance to sustain the aircraft at the goals and standards we have established for the aircraft. A well-maintained aircraft, in all areas of maintenance, is L-3 FI's goal. We will continue to ensure that product integrity is achieved through the proper manning for the scheduled maintenance, proper control of the evolution, and by maintaining proper work ethics.

L-3 FI maintains the Metro IIIs under a FAA AAIP based on the manufacturer's Six Phase (150 hours Interval) Inspection Program (**Figure D.6.1.1-1**). This program is applicable to and appropriate for both high and low utilization rates. These Phase Inspections are conducted at 150 flight hour intervals – thus, completing the inspection of the entire aircraft in 900 flight hours. Inspections are scheduled so a minimum number of aircraft are undergoing inspection at any one time. Planning well in advance of each scheduled maintenance inspection ensures L-3 FI's personnel are prepared for changes to the scheduled maintenance requirements. These changes could include Airworthiness Directive (AD) compliance, additional maintenance requirements, replacement of Scheduled Removal Components (SRC), and other required material. A 10 flight-hour allowance/grace period may be authorized for the scheduled maintenance inspections IAW L-3 FI's Continuous Airworthiness Maintenance Program (CAMP).

Engine HSI and Overhaul are performed by Original Equipment Manufacturer (OEM) authorized service centers.



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Figure D.6.1.1-1. L-3 FI's Proposed Metro III Maintenance Program Outline. *L-3 FI maintains the Metro IIIs under a FAA AAIP based on the Manufacturer's Six Phase Inspection Program.*

INSPECTION	900 HOUR PHASED PROGRAM INTERVALS	INSPECTION MAN HRs	TYPICAL REQUIRED MAN HRs (Repairs)	TYPICAL DOWN DAYS REQUIRED (INCL Repairs)
Phase 1	150 Hrs	48	20.25	4
Phase 2	300 Hrs	51	20.0	4
Phase 3	450 Hrs	72	20.0	4
Phase 4	600 Hrs	72	40.0	4
Phase 5	750 hrs	86	36.0	4
Phase 6	900 hrs	48	15.5	4
GARRETT TPE 331 ENGINE MAINTENANCE				
HIS	3500		60 (R&R)	3
Overhaul	7000		60 (R&R)	3
SPECIAL INSPECTIONS (MHs & Down Days for Inspection Only)				
Basic A/F Seg	2250	96	0	1
1 st Inter Seg	4500	16	0	2
2 nd Inter Seg	6750	48	0	2
3 rd Dtl Seg	9000	96	0	3

As part of our positive control of the Scheduled Maintenance Requirements, L-3 FI will ensure that zonal inspections are conducted. Our zonal inspections are not a cursory look, but rather an unabridged inspection for obvious defects such as leaks, frayed cables, cracks, and corrosion or physical damage. We use aircraft downtime to correct discrepancies that might otherwise go unnoticed or designated as awaiting-maintenance discrepancies. L-3 FI believes that the scheduled maintenance requirement is the backbone of the inspection cycles to ensure maintenance discrepancies are repaired during the down time.

D.6.1.1.1 Navigational Data Base Updates

The only Metro III navigational system that utilizes a software database is the GARMIN GPS-165/155. Since this system is FAA certified for both Enroute & Terminal Instrument Flight and Instrument Approaches, the FAA requires these systems (if they are to be used for Instrument Approaches) be updated concurrent with the paper Instrument Approach Plates' 28-day cycle. L-3 FI mechanics will install these updates.

D.6.1.2 Unscheduled Maintenance

Unscheduled Maintenance is the one component of aircraft maintenance that managers cannot predict. Preflight inspections, post flight inspections, or flight activity usually produce unscheduled maintenance discrepancies. L-3 FI understands the importance of expeditious and accurate repair of these discrepancies. Upon notification from Government line service personnel or any other qualified source, L-3 FI technicians will immediately commence

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corrective actions. Unscheduled maintenance is performed on the aircraft, aircraft components, and accessories as per Service Bulletins, and Service and Manufacturer's manuals.

All parts and/or components removed from the aircraft are inspected and tagged with a serviceable or unserviceable tag, as appropriate and IAW supply procedures. The mechanic performing the work records all serial numbers of components that were removed and installed on the aircraft IAW the unique services records procedures. A signature, A & P number, FOD check/stamp and the initials of the person clearing the discrepancy is written on the aircraft forms IAW the unique services governing publications.

When a major repair or alteration is made, an Inspection Authorization (IA) rated mechanic must normally check the work and when satisfied that the work is done correctly, the IA signs in accordance with the unique Services governing publications. If the work performed was not satisfactory, the IA makes a new entry with a brief statement as to why the work was not satisfactory.

D.6.1.2.1 Use of Minimum Equipment List (MEL)

Our philosophy is that aircraft and system deficiencies are corrected as they are discovered whenever possible. However, it is sometimes prudent to defer the repair of some individual aircraft system or component when the airworthiness of the aircraft or mission capability is not affected. The repair is accomplished at the earliest possible date using good maintenance practices when the part is received or at the next scheduled maintenance downtime. The Site Maintenance Supervisor reviews and approves all deferred maintenance and ensures the deferred maintenance has been entered in the applicable aircraft forms and records.

When a deferred item has been corrected, entries are made to the applicable aircraft forms and records documenting completion of the deferred maintenance. All items relating to aircraft airworthiness, which are not included in the Minimum Equipment List (MEL), are automatically required to be installed and operational. L-3 FI provides a commercial Minimum Equipment List developed for compliance with the applicable FAA FAR Part 135 Air Carrier operations, which has been tailored specifically to the current NAWC Metro III operations to include those limits identified in paragraph 3.3.a (1) of the SOW.

In addition to listing what equipment is required, this MEL is structured to provide pilots and maintenance personnel with clear conditions on which flights can be flown and what actions are required. A sample page from L-3 FI's existing Metro III / SA227 MEL is presented in **Figure D.6.1.2.1-I**. As shown by this example, the Flight Director may be inoperative providing a published approach procedure does not require its use.

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1. SYSTEM & SEQUENCE NUMBERS		2. NUMBER INSTALLED		3. NUMBER REQUIRED FOR DISPATCH		4. REMARKS OR EXCEPTIONS	
34 NAVIGATION							
5.	Weather Radar/ Thunderstorm Detection Equipment	C	1	0	See Procedure RMR 34-5 in the Procedures Manual section of this MEL.		
	1) Radar Stabilization	C	1	0			
6.	Marker Beacon	C	1	0	May be inoperative provided approach procedure does not require its usage.		
7.	Flight Director	C	1	0	May be inoperative provided landing minimums are not based on its use.		
8.	Radar Altimeter	C	1	0	May be inoperative provided landing minimums are not based on its use. NOTE: Deferral may affect GWS operation.		
9.	Altitude Encoder				Combined with ATC Transponder, Rev. 15 See 34-3, Page 34-1 MEL.		
10.	EME	C	1	0	See Procedure RMR 34-10 in the Procedures Manual section of this MEL.		
11.	Standby Attitude Indicator (All models except SA227-CC and DC)	C	1	0	May be inoperative provided aircraft does not have an Electronic Attitude Direction Indicator (EADI) installed.		
	Standby Attitude Indicator (CC, DC models and other aircraft which do not have a gyroscopic rate of turn indicator)	C	1	0	May be inoperative provided aircraft is operated Day-VMC.		

Figure D.6.1.2.1-1. Sample SA227 Minimum Equipment List. *This sample is from L-3 FI's existing Metro III / SA227 MEL.*

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D.6.1.2.2 Non-Scheduled Software/Firmware Updates

Occasionally, equipment installed in L-3 FI's Metro III aircraft (e.g., TCAS, EGPWS, and GPS units) will require software updates when manufacturer's software is revised. L-3 FI mechanics will either install these updates or send the units to the manufacturer, if the firmware requires updating. If the system in question is required per the MEL or the estimated turnaround time is lengthy, a replacement unit is installed until the unit is updated and returned to service.

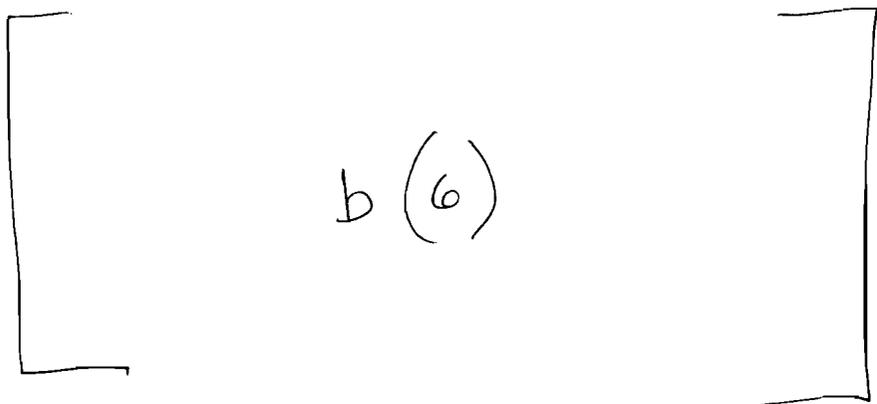
D.7.0 PERSONNEL/STAFFING

The On-Site Management Team is highly knowledgeable and experienced in maintaining the Metro III aircraft in full compliance with all applicable FAA maintenance requirements. From the top down, the entire Management Team is laden with hands-on experience and knowledge of the uniqueness and priority of the NAWC Metro mission. Furthermore, as the incumbent contractor, our proposed NAWC Metro Team is in place today and has provided the same services for NAWC since 1988.

D.7.1 KEY PERSONNEL

L-3 FI's Metro Management and Production Teams offer an optimum blend of experience and continuity. Our Management Team is in place and functioning today; no startup time is required. Each member understands their respective responsibilities and scope of authority. Uniquely, all the key management personnel presented in this section have both extensive military experience as well as commercial FAA aircraft maintenance experience. Moreover, their experience has been focused on military Commercial Air Services (CAS) and specifically maintaining the Metro III aircraft offered herein. They understand the terms, the technology, the urgency and the priority of the missions Metro flies. The personnel identified in **Figure D.7.1-1** are directly involved in senior management of L-3 FI's Metro Program.

D.7.1.1 L-3 FI Executive Site Manager — [b (6)]



b (6)

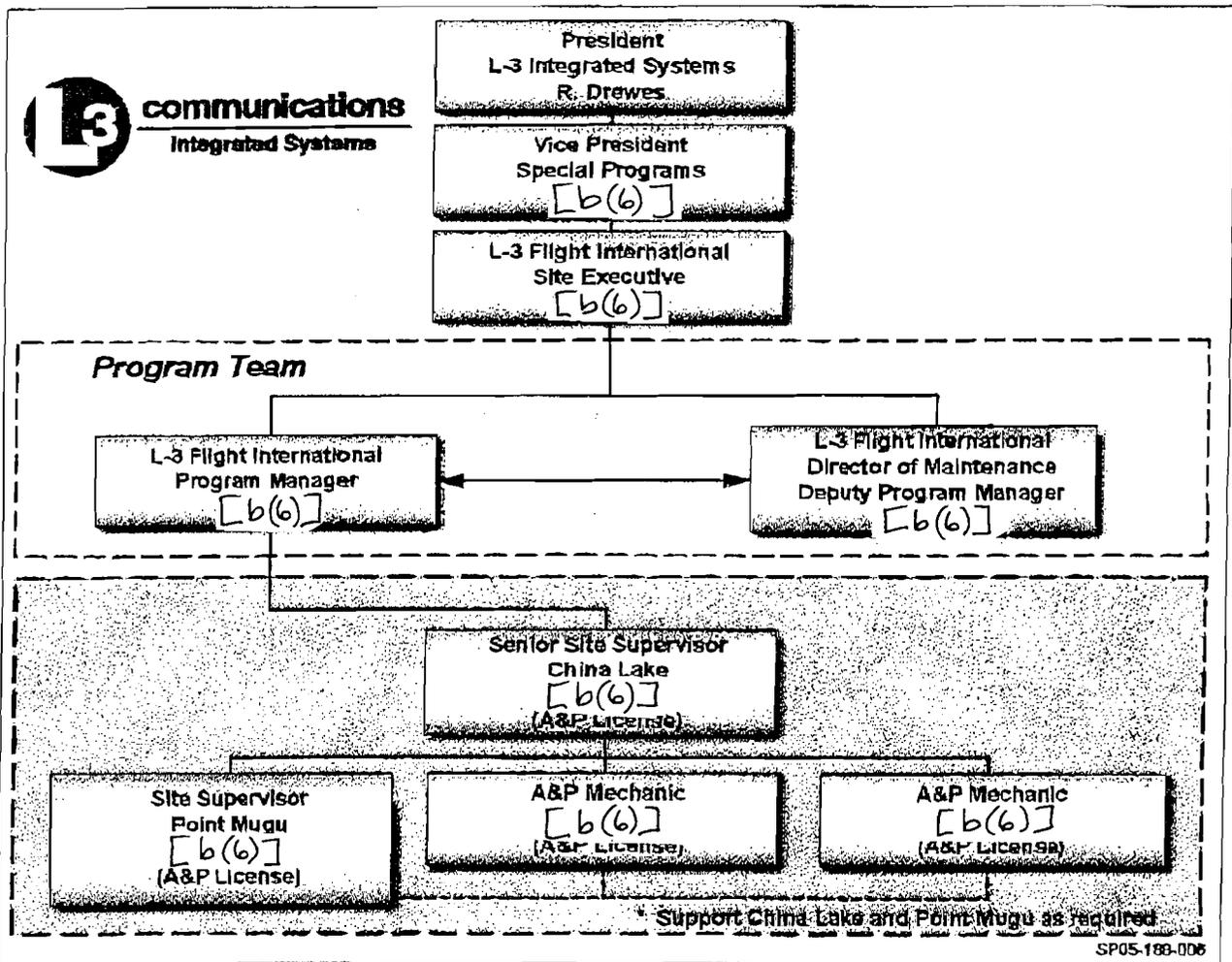


Figure D.7.1-1. Organizational Chart. *The in-place L-3 FI organization proudly maintains an aircraft availability rate in excess of 98%.*

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DAVID L. DREILING L-3 Communications Flight International Aviation LLC Executive Site Manager	
<p style="text-align: center;">SIGNIFICANT BENEFITS TO NAWC</p> <ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] • [b(6)] 	<p style="text-align: center;">RESPONSIBILITIES</p> <ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)]
<p style="text-align: center;">SPECIALIZED EXPERIENCE SUMMARY</p> <ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] • [b(6)] 	

Figure D.7.1.1-1. Resume of David L. Dreiling, Executive Site Manager

D.7.1.2 L-3 FI Metro Program Manger — [b(6)]

b(6)

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[b(6)]
L-3 Communications Flight International Aviation LLC
DIRECTOR, BUSINESS MANAGEMENT/ PROGRAM MANAGER

SIGNIFICANT BENEFITS TO NAWC	RESPONSIBILITIES
<ul style="list-style-type: none">• [b(6)]• [b(6)]• [b(6)]• [b(6)]	<ul style="list-style-type: none">• [b(6)]• [b(6)]• [b(6)]• [b(6)]
SPECIALIZED EXPERIENCE SUMMARY	
<ul style="list-style-type: none">• [b(6)]• [b(6)]• [b(6)]• [b(6)]	

Figure D.7.1.2-1. Resume of [b(6)] Director, Business Management

D.7.1.3 L-3 FI Director of Maintenance - [b(6)]

[b(6)]

[b(6)]
 L-3 Communications Flight International Aviation LLC
 DIRECTOR OF MAINTENANCE/DEPUTY PROGRAM MANAGER

SIGNIFICANT BENEFITS TO NAWC	RESPONSIBILITIES
<ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] 	<ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)]
SPECIALIZED EXPERIENCE SUMMARY <ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] 	

Figure D.7.1.3- 1. Resume of [b(6)] Metro Director of Maintenance

D.7.1. 4 L-3 FI China Lake / Inyokern Senior Site Supervisor —

b(6)

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[b(6)]
L-3 Communication Flight International LLC
CHINA LAKE / INYOKERN SENIOR SITE SUPERVISOR

SIGNIFICANT BENEFITS TO NAWC	RESPONSIBILITIES
<ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] • [b(6)] 	<ul style="list-style-type: none"> • [b(6)]
SPECIALIZED EXPERIENCE SUMMARY	
<ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] ○ [b(6)] ○ [b(6)] 	

Figure D.7.1.4-1. Resume of [b(6)] China Lake / Inyokern Senior Site Supervisor

D.7.1.5 L-3 FI Pt. Mugu Site Manager — [b(6)]

[b(6)]

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[b(6)] L-3 Communication Flight International LLC NAWS PT MUGU SITE SUPERVISER	
<p style="text-align: center;">SIGNIFICANT BENEFITS TO NAWC</p> <ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] 	<p style="text-align: center;">FUNCTIONS</p> <ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)]
<p style="text-align: center;">SPECIALIZED EXPERIENCE SUMMARY</p> <ul style="list-style-type: none"> • [b(6)] • [b(6)] • [b(6)] 	

Figure D.7.1.5-1 Resume of [b(6)] Pt. Mugu Site Supervisor

D.7.2 STAFFING PLAN

As the incumbent on the current Metro Program, L-3 FI intends to continue operations with the currently assigned full time A&P mechanics (including the aforementioned site supervisors) to perform the majority of the on-site maintenance support of L-3 FI's Metro aircraft. In addition, this staff will be supplemented on an as needed basis during periods of heavy maintenance requirements, from other L-3 FI resources. L-3 FI proposes to provide four full time mechanics to ensure adequate on-site presence and support during normal Metro Program operations.

As presented in the previous sections, L-3 FI is eminently experienced and qualified to perform this contract and its related maintenance tasks. L-3 FI has performed these same services for NAWC satisfactorily since 1988. Evidence of L-3 FI's ability to maintain the proposed Metro III aircraft is NAWC's China Lake Metro Completion Rate data for FY95 - FY99 (last data made available to L-3 FI) presented in **Figure D.7.2-1**.

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Figure D.7.2-1. Completion Rate of Metro Aircraft At China Lake. *L-3 FI has provided a completion rate above 99%.*

YEAR	SCHEDULED	COMPLETED	%
FY01	557	555	99.6
FY02	555	553	99.6
FY03	527	526	99.8
FY04	569	558	98.1
FY05 (THRU APR)	327	326	99.7
AVERAGE			99.3 %
NOTE: Data does not include flights canceled due to weather, aircrew, or project office problems.			

L-3 Flight International is the Best Value solution for Naval Air Warfare Center for Leased Aircraft Services program.

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ANTICIPATED PROBLEMS AND PROPOSED SOLUTIONS

One advantage of continuing performance with the incumbent on an existing program is the reduced risk of encountering problems. The selection of L-3 FI for the NAWC Metro Program offers that advantage.

D. 8.0 ANTICIPATED PROBLEMS & PROPOSED SOLUTIONS

Problems anticipated in performance of the contract can be associated with two periods of operations – those expected during startup, and those expected during the remaining contract years. The following **Figures D.8-1 and D.8-2** present these expected problems and L-3 FI's solution.

Figure D.8-1. Anticipated Problems at Contract Startup

PROBLEM	L-3 FI PROPOSED SOLUTION/RISK
<ul style="list-style-type: none"> Obtaining and modifying SOW compliant aircraft 	<ul style="list-style-type: none"> In place today / VERY LOW RISK
<ul style="list-style-type: none"> Securing and putting in place ground support equipment and tools 	<ul style="list-style-type: none"> In place today / VERY LOW RISK
<ul style="list-style-type: none"> Hiring qualified personnel 	<ul style="list-style-type: none"> On payroll today / VERY LOW RISK
<ul style="list-style-type: none"> Understanding base access regulations 	<ul style="list-style-type: none"> Known today / VERY LOW RISK
<ul style="list-style-type: none"> Securing scheduled maintenance facilities, etc. 	<ul style="list-style-type: none"> Under lease today / VERY LOW RISK

Figure D.8-2. Anticipated Problems During Life of Contract

PROBLEM	L-3 FI PROPOSED SOLUTION/RISK
<ul style="list-style-type: none"> Personnel Turnover 	<ul style="list-style-type: none"> Provide effective job satisfaction / LOW RISK Anticipate adjustment requirements by interaction with local personnel resources / LOW RISK Support reduced manning periods from other L-3 FI sites / VERY LOW RISK
<ul style="list-style-type: none"> Equipment Failures 	<ul style="list-style-type: none"> Maintain adequate spares to meet SOW aircraft availability hours requirement / VERY LOW RISK Follow proven maintenance practices / VERY LOW RISK Maintain close scrutiny of logistics support process for any signs of inefficient procurement procedures. / VERY LOW RISK Maintain OEM communications / VERY LOW RISK
<ul style="list-style-type: none"> Changes to FAA regulations 	<ul style="list-style-type: none"> Maintain open communication with FAA and customer offices / LOW RISK
<ul style="list-style-type: none"> Encounter a significant FAA change to existing regulations 	<ul style="list-style-type: none"> Analyze impact to company and maintain dialog with the government for equitable resolution. / LOW RISK

While these identified items are not all inclusive, L-3 FI's in-place, proven management oversight and responsiveness to arising problems will ensure that the Metro Program will have aircraft ready to meet all schedule operations.

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L.2.1 (f) SMALL BUSINESS COMMITMENT

(1) L-3 Communications Flight International (L-3 FI) Aviation LLC acknowledges the incorporation of the following small business clauses into this solicitation:

52.219-9	Small Business Subcontracting Plan – Alt II (OCT 2000)
52.216-16	Liquated Damages – Subcontracting Plan (JAN 2002)
52.216-24.1	Small Disadvantaged Business Participation Program – Targets (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)
252.219-7003	Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
5252.219-9501	Less Than Five Percent Small Disadvantaged Business Subcontracting Goal. (MAR 1999)

(2) L-3 FI and its parent, L-3 Communications Integrated Systems (L-3/IS), are dedicated to committing resources to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. Included herein is the division level Master Subcontracting Plan as well as the proposed Individual Contract Subcontracting Plan for this Solicitation.

(3) Under the current business structure, L-3 FI's procurement functions are supported and performed by the L-3/IS Division Procurement Group (L-3/IS PG). This association greatly increases the depth and capacity to locate and identify potential small business sources. L-3/IS PG has an established Supplier Diversity Program Office which actively pursues the identification and development of small business suppliers and other providers through the U.S. Small Business Administration's Dynamic Small Business Search, the L-3/IS Division Supplier Source List, various trade association membership directories and other resources. L-3/IS PG has a proven track record in the implementation and execution of efficient and effective small business plans and the timely reporting requirements.

(4) L-3 FI is excited to present the attached small business plan developed specifically for this proposal. Through the efforts of the L-3/IS PG, many new qualified small business suppliers have been identified for the future placement of procurement dollars associated with this opportunity. L-3 FI is pleased to project that over 50% of anticipated contract associated dollars will potentially be placed with small business concerns over the life of this contract when awarded. Incorporated into our Individual Small Business Subcontracting Plan are graphical exhibits (Appendices I-M) by Contract Year detailing the products and services and the associated dollars by business class categories. Furthermore included is a list of potential suppliers and providers by name and business size categories.

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(5) & (6) L-3 FI projects that it will meet the 5% goal for small disadvantaged business over the life of this contract. Through the continued assistance and efforts of L-3/IS PG, we will seek to expand the small disadvantaged business pool of qualified suppliers wherever and whenever possible.

(7) L-3 FI looks forward to the incorporation of the attached subcontracting plan into the award of this effort.

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B.1.0 INTRODUCTION

The Requirement from Section L.2.2.a. (2) Section – Milestone Plan of RFP:

“This section of the proposal shall address the following:

- a. The offeror shall deliver the required number of aircraft fully configured in accordance with the SOW on the contract start date or within 3 months thereafter. The offeror can provide “adequate” replacement aircraft during the 3-month period to perform the mission, while any additional equipment is being installed to fully configure the aircraft in accordance with the contract SOW, paragraph 3.2. “Adequate” replacement aircraft must meet all specifications listed in the SOW, paragraph 3.1.
- b. The offeror shall provide their best approach for providing fully configured aircraft within 3 months of the contract start date. The approach must consist of a milestone plan and schedule that includes lead times on the purchase of the additional equipment, as well as, length of time to install the equipment. If required, the plan also includes a method for configuring previously delivered aircraft after the contract start date.”

In this Section, we will provide our Milestone Plan and discuss our unique ability to provide fully qualified aircraft within the RFP required time frames.

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B.2.0 MILESTONE PLAN

L-3 FI *has under lease today* five fully compliant Metro III aircraft requiring only fresh painting and minor wear and tear refurbishments. Should the Government exercise those CLINs resulting in four aircraft (plus the spare) supporting the current contract, L-3 FI is in-place and ready to meet the contract and SOW requirements today! Moreover, as these aircraft are performing the current contract, they already meet all of the SOW 3.1 and 3.2 requirements. Thus, *the milestone plan/schedule required to meet the delivery requirements is to upgrade aircraft appearances only.*

B.2.1 UPGRADE TASKS

B.2.1.1 Aircraft Painting

All five aircraft require painting to conform to the appearance standards of the Program. Painting requires 18 to 22 calendar days to accomplish (plus transit/ferry time). Since L-3 FI's aircraft require painting regardless of this contract, L-3 FI has already obtained/reserved several paint slots during this period.

B.2.1.2 Cargo Compartment Flooring and Crew/Passenger Window Improvement

L-3 FI's inspection identified that refurbishment of the cargo floor on all aircraft and craze removal/window replacement of passenger/cockpit windows on some aircraft is required to meet the spirit and intent of SOW paragraph 3.1.h. (Figure B.2.1.2-1). The period required to procure materials and complete these tasks is in the schedule provided in Figure B.2.1.2-2. This upgrading would be completed concurrent with the next Phased Inspection on each airframe where practical.

Figure B.2.1.2-1. Aircraft Requiring Window Craze Removal/Replacement. *L-3 FI aircraft requiring window craze removal/replacement.*

Aircraft #	Cabin Window	Cockpit Window
N781C	8	1 side
N782C	3	1 side
N784C	2	0
N766C	8	0
N26974	8	1 center



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B.2.2 PROPOSED MILESTONE PLAN SCHEDULE

L-3 FI's proposed milestone schedule to accomplish the tasks described above is presented in Figure B.2.1.2-2. This schedule is based on an anticipated contract award date of early to mid-September 2005. Assuming the Government exercises all five aircraft, (4 contract aircraft and the offered spare), L-3 FI would utilize four of our five existing Metro aircraft to commence contract operations on 01OCT05. One of our existing aircraft (tentatively N781C) would start the 27-day modification/paint cycle late-September. This process / cycle would continue on a nose-to-tail cycle until late December when all five primary aircraft would be fully contract/SOW compliant and in service.

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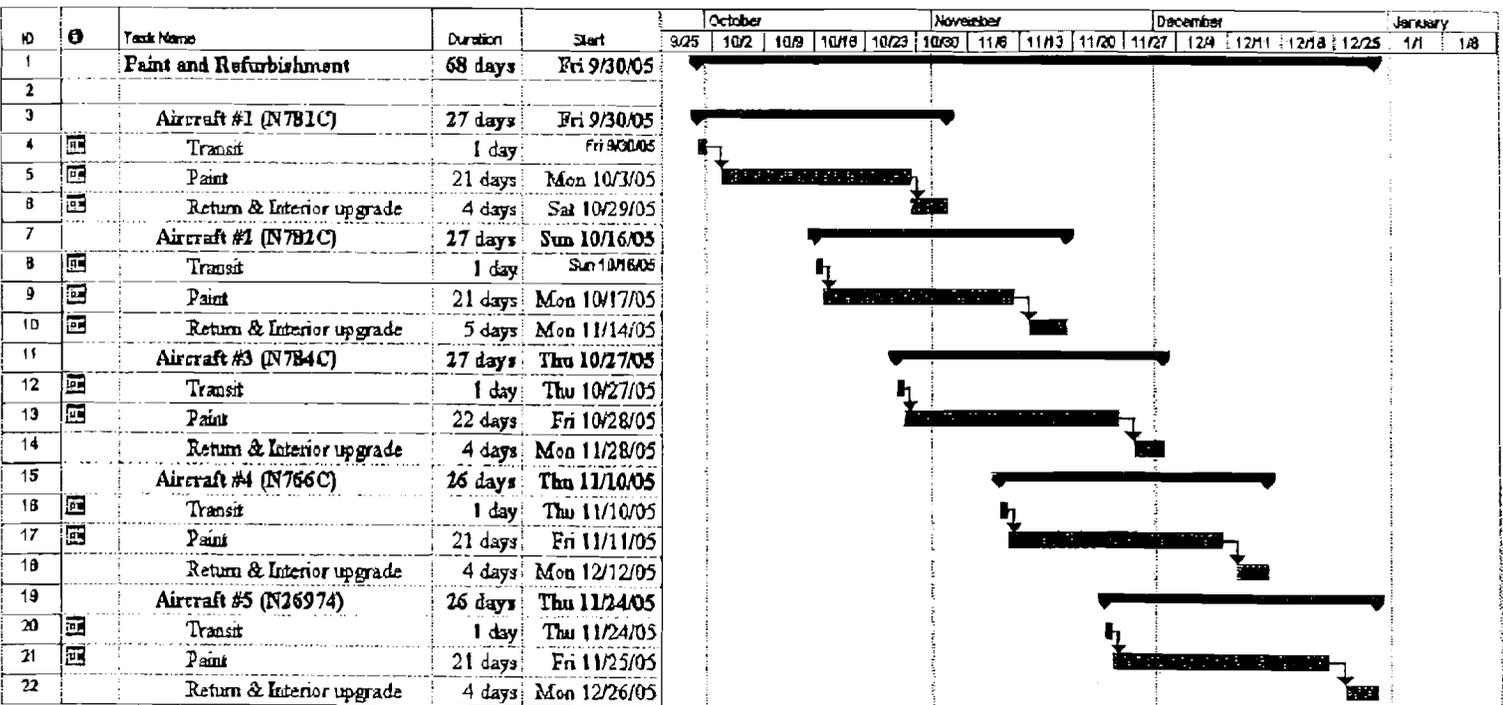


Figure B.2.1.2-2. Proposed Milestone Plan/Schedule. L-3 FI's schedule for the NAWC Program.

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