

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 29 Mar 2012		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND SUITE 155, BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670		CODE N00019		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16859 PHILADELPHIA PA 19142-0659		CODE S3916A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001			
				X 10B. DATED (SEE ITEM 13) 29-Dec-2011			
CODE 3B1B2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: websterg124367 The purpose of this modification is to increase the NTE value and provide additional Advance Procurement Funding for CLIN 0006.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Manager Contracts				[REDACTED]			
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)		15C. DATE SIGNED 03/22/2012		[REDACTED]		29 Mar 2012	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION A - SOLICITATION/CONTRACT FORM

The total value of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The NTE value of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000603 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000603	Funding for Long Lead-Time Items	
	FY12 Advance Procurement Funding (USAF)	
CIN: [REDACTED]	ACRN [REDACTED]	[REDACTED]
PURCHASE REQUEST NUMBER: [REDACTED]		

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000603:

Funding on SUBCLIN 000603 is initiated as follows:

ACRN:	[REDACTED]
CIN:	[REDACTED]
Acctng Data:	[REDACTED]
Increase	[REDACTED]
Total:	[REDACTED]

The following clause has been modified:

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)(MAY 2006) - ALT I (MAY 2006)

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) In accordance with DFARS PGI 204.7108, numbered payment instruction "252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)" applies. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.
- (f) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated
000101		
000601		
000602		
000603		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following clause has been modified:

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY)(NAVAIR) (AUG 1984) (VARIATION)

- (a) The amount presently allotted and available for payment under this advance acquisition contract for long lead-time items under Item(s) 0001 and 0006 is [REDACTED]. It is understood and agreed that such amount will permit the procurement of long lead-time items through [REDACTED]. The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations made for the procurement of long lead-time items that exceed the amount allotted and available for payment under this contract.
- (b) If this contract is terminated, the maximum amount for which the Government shall be liable shall not exceed the amount then allotted and available for payment under paragraph (a) above.
- (c) Unless otherwise specifically stated in any change order, change orders issued under this contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above.

(End of Modification)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT CODE L	PAGE OF PAGES 1 53
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2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 28 Dec 2012	4. REQUISITION PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
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6. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-233 SUITE 150 BLDG 2272 17123 BRUSE ROAD UNIT 1PT PATUXENT RIVER MD 20670	CODE N00019	7. ADMINISTERED BY (Other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16889 PHILADELPHIA PA 19143-0889	CODE S3916A
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE 4011 ELIZABETH PLANT A AMARILLO TX 79114-1200	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT ORDER NO. N00019-12-C-2001
	X 10B. DATED (SEE ITEM 13) 28-Dec-2011
CODE 3B1R2	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of offer:

☐ is extended ☐ is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted.

(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required):
See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC section headings, including solicitation contract subject matter where feasible)
Modification Control Number: reanmr129751
The purpose of this modification is award an Undefined Contract Action (UCA) for Lot 17 aircraft (Program Year 2013) and provide FY2013 Advance Procurement Long Lead-Time funding for Lot 18 (Program Year 2014).

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

15A. NAME AND TITLE OF SIGNER (Type or print)
[Redacted]

15B. CONTRACTOR OFFICER [Redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 21 DEC 2012	15D. DATE SIGNED 28 Dec 2012
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

The following have been added by full text:

BLOCK 7

[REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

An undefinitized action has occurred in this modification

The CLIN description has changed from Long Lead-Time Items to MV-22 Aircraft - FY13.

The CLIN extended description has changed from for FY13 Lot 17 MV-22 Aircraft to Lot 17 (Program Year 2013) The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN.

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED]

The pricing detail quantity has increased by [REDACTED]

The unit of issue has changed from [REDACTED]

The ceiling price [REDACTED] has been added.

The ceiling percent [REDACTED] has been added.

The target to ceiling spread [REDACTED] has been added.

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000101

The FOB has changed from Destination to Origin.

CLIN 0002

The CLIN description has changed from RESERVED to Data for Items 0001 and 0006.

The CLIN extended description (Exhibits A&B) has been added.

The cost constraint [REDACTED] has been added.
The FOB Origin has been added.

CLIN 0003

The FOB Origin has been added.

CLIN 0004

The FOB Origin has been added.

CLIN 0005

The FOB Origin has been added.

CLIN 0006

An undefinitized action has occurred in this modification

The CLIN description has changed from Long Lead-Time Items to [REDACTED]-22 Aircraft - FY13.

The CLIN extended description has changed from for FY13 Lot 17 [REDACTED]-22 Aircraft to Lot 17 (Program Year 2013)The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN.

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED]

The pricing detail quantity has increased by [REDACTED].

The unit of issue has changed from Lot to Each.

The ceiling price \$ [REDACTED] has been added.

The ceiling percent [REDACTED] has been added.

The target to ceiling spread [REDACTED] has been added.

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000601

The FOB Origin has been added.

SUBCLIN 000602

The FOB Origin has been added.

SUBCLIN 000603

The FOB Origin has been added.

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					\$0.00

Full Funding (FY13)(APN)

FPI

FOB: Origin

PURCHASE REQUEST NUMBER: [REDACTED]

TARGET COST [REDACTED]

TARGET PROFIT [REDACTED]

TOTAL TARGET PRICE [REDACTED]

CEILING PRICE [REDACTED]

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN [REDACTED]

CIN [REDACTED]

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103					[REDACTED]

Full Funding (FY13)(APN)

FPI

FOB: Origin

PURCHASE REQUEST NUMBER: [REDACTED]

TARGET COST [REDACTED]

TARGET PROFIT [REDACTED]

TOTAL TARGET PRICE [REDACTED]

CEILING PRICE [REDACTED]

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN [REDACTED]

CIN: [REDACTED]

SUBCLIN 000604 is added as follows:

P00002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000604

Each

Full Funding (USAF FY 13)

FPI

FOB: Origin

PURCHASE REQUEST NUMBER: [REDACTED]

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN [REDACTED]

CIN: [REDACTED]

SUBCLIN 000605 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000605

Full Funding (SOCOM FY13)

FPI

FOB: Origin

PURCHASE REQUEST NUMBER: [REDACTED]

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN [REDACTED]

CIN: [REDACTED]

CLIN 0101 is added as follows:

P00002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		1	Lot		

Long Lead-Time Items

FPI

For FY14 Lot [REDACTED] MV-22 Aircraft

The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN

FOB: Origin

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

SUBCLIN 010101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101			Each		

Funding for long lead items (APN FY13)

FPI

FOB: Origin

PURCHASE REQUEST NUMBER: [REDACTED]

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN [REDACTED]

CIN: [REDACTED]

CLIN 0102 is added as follows:

P00002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	RESERVED				
	FPI				
	FOB: Origin				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	RESERVED				
	FPI				
	FOB: Origin				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0104 is added as follows:

P00002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	RESERVED				
	FPI				
	FOB: Origin				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	RESERVED				
	FPI				
	FOB: Origin				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0106 is added as follows:

P00002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0106

Long Lead-Time Items

FPI

For FY14 Lot CV-22 Aircraft

The dollar value identified below is a NTE Target.

FOB: Origin

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

SUBCLIN 010601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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010601

Funding for long lead items (USAF FY13)

FPI

FOB: Origin

PURCHASE REQUEST NUMBER:

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN

CIN:

SUBCLIN 010602 is added as follows:

P00002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010602	Funding for long lead items (SOCOM FY13)				
	FPI				
	FOB: Origin				
	PURCHASE REQUEST NUMBER:				
	TARGET COST				
	TARGET PROFIT				
	TOTAL TARGET PRICE				
	CEILING PRICE				
	SHARE RATIO ABOVE TARGET				
	SHARE RATIO BELOW TARGET				
	ACRN				
	CIN:				

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C

Section C is deleted in its entirety and replaced with the following:

STATEMENT OF WORK

1. Items 0001, 0101— The MV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the “as built configuration” defined by the Drawing Number [REDACTED] as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the MV-22 aircraft. Further, the MV-22 aircraft to be furnished hereunder shall meet the technical/performance requirements defined in the [REDACTED] with the exception of those requirements set forth in [REDACTED] as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). All documents listed above constitute the baseline configuration for the MV-22B aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the “as built configuration”. Resolution of any ambiguity within the drawing package and/or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the MV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00J and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the MV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Parts List, Attachment (10); and Economic Order Quantity (EOQ) items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers - The aircraft called for hereunder shall be serially numbered in sequence beginning with serial numbers Lot 17 MV 168601 thru 168617 and Lot 18 MV 168618 through 168636.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the MV Aircraft are as set forth in the following table:

MV-22 Uninstalled Mission Kits	Lot 17	Lot 18			
[REDACTED]	17	18			
[REDACTED]	17	18			

2. Items 0006, and 0106 - The CV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the "as built configuration" defined by the Drawing Number [REDACTED] as modified by Engineering Change Proposal Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the CV-22 aircraft. Further, the CV-22 aircraft to be furnished hereunder shall meet the technical/performance requirements defined in the [REDACTED], Attachment (2), [REDACTED]. All documents listed above constitute the baseline configuration for the CV-22 aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the "as built configuration". Resolution of any ambiguity within the drawing package and/or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the CV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00K and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the CV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10); and EOQ items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The aircraft called for hereunder shall be serially numbered in sequence beginning with Lot 17 CV 130068 to 130071 and Lot 18, CV 140072 to 140074.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the CV Aircraft are as set forth in the following table:

CV-22 Uninstalled Mission Kits	Lot 17	Lot 18
[REDACTED]	4	3
[REDACTED]	4	3
[REDACTED]	4	3
[REDACTED]	4	3

3. Items 0001, 0006, 0101, 0106- In addition to the requirements specified above, the Contractor shall provide production engineering support, also referred to as other recurring engineering, in accordance with paragraphs A through N below:

A. Program Reviews/Reporting

1. Program Management Reviews: The Contractor shall conduct quarterly Program Management Reviews (PMR) between the Contractor's management team and the Government's Program Management team at the Contractor's facility or mutually agreed to locations. During these reviews, the Contractor shall present integrated cost, schedule, technical performance, obsolescence status and quality metrics. Integrated Product Team leaders or functional managers shall be prepared to discuss cost, schedule status, technical performance, risk, and earned value as an integrating tool. The following shall be addressed: cost/schedule trends, significant cost/schedule/technical variances, projected impacts, quantified risk assessments and corrective action plans as well as continuous process improvement projects and results. The Contractor shall provide the PMR presentations, minutes, and action items in accordance with Contract Data Requirements List (CDRL) A00F.

2. Contractor Cost and Software Data Reporting (CSDR): The Cost Data Summary Report (CDSR), DD Form 1921, shall be prepared in accordance with CDRLs B001 [REDACTED] and B002 [REDACTED].

3. Functional Cost-Hour and Progress Curve Report: The Functional Cost-Hour and Progress Curve Report, DD Form 1921-1, shall be prepared in accordance with CDRLs B003 [REDACTED] and B004 [REDACTED].

4. Contract Work Breakdown Structure (CWBS): The Contractor shall develop and maintain the CWBS and CWBS dictionary using the work breakdown structure contained in the Contractor Cost and Software Data Reporting (CSDR), Attachment (9), and in accordance with CDRL B005 [REDACTED] and B006 [REDACTED].

5. Contractor Integrated Performance Management: DFARS Clause 252.234-7002, Earned Value Management System (APR 2008), applies. The Cost Performance Report (CPR) and Integrated Master Schedule (IMS) shall be developed, maintained, updated/statused, and reported on a monthly basis per CDRL B009 and B008 requirements,

respectively. The Contractor shall also provide Contract Funds Status Reports (CFSRs) in accordance with CDRL B007. The Contractor shall establish, maintain, and use in the performance of this contract an integrated management system compliant with the Industry Guidelines for Earned Value Management Systems (EVMS) ANSI/EIA-748-98 as determined by the cognizant Contracting Officer. An EVMS that has been formally validated and accepted by the cognizant Contracting Officer is required for cost or incentive contracts, subcontracts, and other agreements valued at or greater than [REDACTED] in then-year dollars. The application of these concepts shall provide for early indications of contract cost and schedule problems. Earned value assessments shall correlate with technical achievement. A Compliance Review of the Contractor's EVMS will not be performed unless the Government program manager determines that it is necessary from Integrated Baseline Review (IBR) results, surveillance, or cost and schedule data quality assessments.

6. In regard to DFARS, Clause 252-234-7002, Earned Value Management System (APR 2008), the Contractor is required to have an EVMS that complies with ANSI/EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). The Contractor shall additionally provide Contract Cost and Software Data Reporting (CSDR) in accordance with CDRLs B001, B002, B003, B004, B005, B006 and the CSDR Plan, Attachment (9).

7. Integrated Baseline Review (IBR): The Contractor shall review its performance measurement baseline plan with the Government within six months of the contract award or initiation of an Undefined Contract Action, and subsequently, when required, following major changes to the baseline. The Government will verify during the IBR, and follow-on IBRs, when required, that the Contractor has established and maintains a reliable performance measurement baseline. The Contractor shall ensure that the baseline includes the entire contract technical scope of work consistent with contract schedule requirements and that the Contractor has adequate resources assigned. The Contractor shall assure the Government that effective earned value methods are used to accurately status contract cost, schedule, and technical performance. The IBR shall be used to achieve a mutual understanding of the baseline plan, cost and schedule risk, and the underlying management processes used for planning and controlling the project.

8. Subcontract Cost/Schedule Management and Reporting: Significant critical non-fixed price subcontracts exceeding [REDACTED] in then-year dollars shall have applied to them the requirements of DFARS Clause 252.234-7002, Earned Value Management System (APR 2008); Integrated Master Schedule (DI-MGMT-81650); and the Contract Performance Report (DI-MGMT-81466A). For subcontracts valued at or greater than [REDACTED] but less than [REDACTED] in then-year dollars, the following statement applies: In regard to DFARS Clause 252.234-7002, Earned Value Management System (APR 2008), the Contractor is required to have an EVMS that complies with ANSI/EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). EVMS flowdown to contracts of less than [REDACTED] in then-year dollars or Firm Fixed Price contracts that exceed [REDACTED] duration is a risk-based decision and will be mutually agreed between the Contractor and the Government.

9. Over Target Baseline (OTB)/Restructure: The Contractor may conclude the baseline no longer represents a realistic plan in terms of budget/schedule execution. In the event the Contractor determines an OTB/Restructuring action is necessary, the Contractor must obtain Government approval prior to implementing an OTB/Restructuring action. The request shall also include detailed implementation procedures as well as an implementation timeframe. The Contractor shall not implement the OTB/Restructuring prior to receiving written approval from the Contracting Officer.

B. Configuration/Data Management

1. The Government will maintain configuration control and change authority for all Class I changes which includes, modifications or changes affecting form, fit, function, or interface parameters of the aircraft, its assemblies, and sub-assemblies. The Contractor shall maintain configuration of the aircraft, its assemblies, and sub-assemblies in accordance with the Contractor's government-approved Configuration Management Plan (CMP) CDRL A00A. The Contractor shall submit Engineering Change Proposals (ECPs) to NAVAIR for Change Control Board (CCB) approval for any Class I change that impacts the aircraft, its assemblies, and sub-assemblies covered by this contract. Contractor Class II changes must be reviewed for government concurrence of classification. All Class II changes (Contractor and Supplier) shall be reported in accordance with CDRL A00M. A change will be designated Class I

or Class II as defined in the V-22 CMP. The Contractor shall be responsible for any costs due to a failure to obtain proper approvals or incurred in correction of any misclassification of changes.

2. Any Class I or Class II change affecting any critical part shall be identified as such. The Contractor shall maintain a critical parts list [REDACTED].

3. If the Contractor has an ECP pending or approved with another Government activity the Contractor proposes to incorporate under this contract, the Contractor shall notify the Procurement Contracting Officer and Configuration Manager of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECP, however, will not be effective on this contract unless or until incorporated by modification to this contract after CCB approval. Engineering changes shall be developed utilizing the Systems Engineering process and shall consider/address design interface, reliability, maintainability, testability, integrated logistics support elements, life cycle costs, operation and support costs, support equipment, trainers, and training impacts (courseware, curriculum, difference training, etc.). Changes to common Navy and Air Force publications are not the Contractor's responsibility.

4. The Contractor shall maintain the "as built" configuration data of all aircraft delivered under this contract. Deviation requests shall be prepared and submitted in accordance with CDRL A008.

5. The Contractor shall maintain all functions of configuration management as per the latest approved PMA-275 V-22 Configuration Management Plan (CMP). The Contractor shall implement all configuration management and data management procedures for the V-22 Program as per the latest approved Contractor CMP [REDACTED], in accordance with CDRLs A007, A008, A009, A00A, A00C, A00D, A00E, A00G and A00L.

6. The Contractor shall perform Configuration and Data Management Recurring support. This effort includes the basic administrative functions in the area of configuration and data management to support V-22 production aircraft. Specific tasking includes, but is not limited to, maintaining appropriate configuration databases, supporting Configuration Review Boards, coordination of all appropriate data requirements, providing responses to data inquiries, and maintaining a data library for the V-22 program. This recurring administrative support also covers the ECPs; however, the administrative effort associated with drawing and planning releases as well as preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

7. The Contractor shall update the V-22 Interchangeability and Replaceability Program Plan and Working List in accordance with [REDACTED] and CDRL A00Q to reflect Contract N00019-12-C-2001 parts and nomenclature updates.

C. MV-22 and CV-22 Aircraft Acceptance Test Procedures

1. The Contractor shall submit for Government approval an Acceptance Test Procedure covering the acceptance criteria for the MV-22 and CV-22 aircraft to be furnished hereunder in accordance with CDRL A005.

D. V-22 and Production Pilot Staff

1. The Contractor shall provide a production pilot staff to conduct and document test activity for each V-22 production aircraft in accordance with the V-22 Acceptance Test Specification to support the aircraft delivery schedule set forth in Section F of this contract.

[REDACTED]

[REDACTED]

F. Quality Assurance

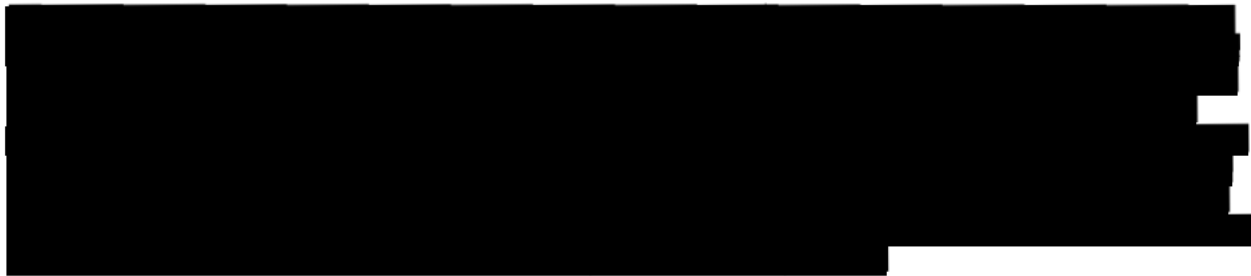
1. The Contractor shall maintain a Quality Assurance Program based on the approved V-22 Quality Assurance Program Plan (QAPP) [REDACTED]. The QAPP shall be maintained to

reflect the current quality system registration for both Bell and Boeing (CDRL A00R). The Contractor shall update and maintain a plan that describes how requirements in the contract are met and how the quality system elements applicable to those program requirements are controlled according to the provisions of AS9100 Revision C.

2. The Contractor shall, as outlined in AS9100C, Company Quality Policy, Quality Assurance Program Plan, and the Associated Corrective and Preventative Action Improvements Boards, ensure the following:

- Establish and maintain metric driven data to ensure corrective action
- Corrective Action Boards which are open and attended by the customer
- Root Cause and Corrective Action on identified systemic problems
- Implementation Plans (Corrective Action Plans)
- Annual goals and at least monthly reviews on performance to those goals

The Government shall be granted access to Prime Contractor data which reflects the aircraft "as built" status. This data is available in the company's Manufacturing Execution System (MES) which provides planned maintenance, defect, non-conforming material, material review board, scrap, and job completion data.



3. The Contractor shall report quarterly progress toward established annual goals to the Government, during either regularly scheduled Production Program Reviews or Semi-Annual Quality Assurance Technical Coordination Meetings, at the contractor's facility. This includes performance to the Quality Assurance Program Plan and an assessment of the health of the Quality System.

4. Alert/Safe – Alert: The Alert/Safe-Alert GIDEP Form 97-1 shall be prepared and submitted in accordance with CDRL A001.

G. Security

1. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified and sensitive unclassified information in accordance with applicable security classification guides and security regulations. The Contractor shall control distribution of classified and sensitive unclassified information to persons with the applicable clearance and need to know. The Contractor shall ensure that foreign nationals assigned to, or employed by, the Contractor be provided access to only the information that has been approved for release for their assigned duties.

2. The Government's Program Protection Plan (PPP) and all attachments will be provided in electronic format by the requiring program office and cognizant contracting officials to the Contractor as Government-Furnished Information (GFI). The Contractor shall prepare, review, or revise, as required, the Program Protection Implementation Plan (PPIP). The Contractor shall prepare the PPIP in accordance with CDRL A003 when an approved revision to the Government PPP is provided.



[REDACTED]

5. The Contractor shall apply and use Distribution Statements in accordance with applicable regulations.

H: Quality Conformance Acceptance Testing (QCAT)

1. The Quality Conformance Acceptance Testing requires data collection during the customer production aircraft acceptance test flight(s) in accordance with [REDACTED] V-22 Acceptance Test Procedures, conducted at the Contractor's facility, and shall determine whether or not the production aircraft weapon systems offered for acceptance meet the desired reliability levels. The QCAT testing is not intended to constitute a special flight.

2. Each production aircraft weapon system, following the completion of contractor functional shakedown test flights, shall be submitted for customer acceptance flights followed by the maintenance needed to bring the Aircraft Weapon System to full operating capability. If a system and/or component fail a check and, after maintenance, a subsequent flight is necessary, only those sequences requiring a recheck must be reflown.

3. Data from the last 100 flight hours accumulated during customer flights will be collected and evaluated for the quality conformance. As each flight is completed and analyzed, data from that flight will be added to the database and data from the earliest flight will be dropped as required to maintain a continuously updated 100-flight hour sample. [REDACTED]

4. The data collected will be reviewed by the Contractor and customer at the scheduled Reliability and Maintainability Review Board (RMRB) meeting and will be scored as to its chargeability to the Reliability requirement [REDACTED]. Data results will be integrated into the V-22 Failure Report, Analysis and Corrective Action System (FRACAS) Database.

I. Hazardous Materials and Environmental Management

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective Hazardous Materials (HAZMAT) Environmental Management Program in accordance with National Aerospace Standard 411, "Hazardous Materials Management Program," dated July 1993, with Revision 1, dated 11 March 1994, and Revision 2, dated 29 April 1994, in support of aircraft production activities. The purpose of this program is to eliminate or reduce (where elimination is not feasible) the use and improper disposal of hazardous materials. The emphasis shall be on eliminating or reducing those hazards that are used or generated during the fabrication of the aircraft and its associated support items. Hazardous materials for the purpose of this contract shall be those materials identified in Sections 2.0 and 2.1 of the V-22 LRIP Hazardous Material Management Program (HMMP) Plan, [REDACTED].

2. The Contractor's HAZMAT Management Program under the scope of this contract shall address the production phase of the V-22 aircraft to optimize performance and operational requirements and comply with environmental laws and regulations. The program shall also evaluate the costs associated with the use, handling, treatment, and/or disposal of the hazardous materials and by products not addressed under the Engineering and Management Development (EMD) contract that are introduced throughout production in conjunction with the costs of using alternative (non-HAZMAT) materials.

3. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address environmental issues associated with the V-22 aircraft.

4. Title VI, Section 604 of the Clean Air Act calls for the elimination of the production of Class I Ozone Depleting Substances (ODS) by January 1, 2000; therefore, no Class I ODS(s), as defined in Title VI of the Clean Air Act, nor materials containing Class I ODS(s) as an ingredient, shall be approved for use during production of the V-22 aircraft except when authorized by the Procuring Contracting Officer in accordance with approval obtained under the Department of Defense Federal Acquisition Regulations Supplement, Subpart 223.8.

5. The V-22 LRIP HMMP Plan [REDACTED], shall be used as the V-22 HMMP Plan. The Contractor shall update the HMMP Plan in accordance with CDRL A00B. Subsequent updates shall be prepared and submitted upon Government and Contractor concurrence.

6. The Contractor shall support the Environmental Process Action Team (EPAT) meetings in support of aircraft production activities.

7. Updates to the HMMP Report shall be provided by the Contractor for changes only to reflect the NAS 411 "Hazardous Materials Management Program" report requirements as tailored herein in accordance with CDRL A002.

8. NAS 411 paragraphs 4.4 and 4.4.1 are tailored as follows:

4.4 – The Contractor shall maintain the existing HAZMAT database.

4.4.1 – Identification of any new hazardous materials proposed for use by the Contractor in support of the V-22 aircraft produced under this contract and for HAZMATs not addressed under EMD and previous Lots 1 through 16 contracts that are introduced in new or redesigned end item hardware that require special handling and disposal to include:

(a) Hazardous material/waste name;

(b) Usage (Technical documentation and/or Specs or standards that require the use of the Hazardous material).

9. Based on the results of any HAZMAT identification in support of production aircraft, under paragraph 4.3.2 of NAS 411, the Contractor shall recommend trade study candidates to the Government. The Contractor shall perform or implement trade studies only when authorized by a properly executed contract modification signed by the Procuring Contracting Officer.

J. Failure Report, Analysis and Corrective Action System (FRACAS) for Aircraft Prior to Acceptance

1. A tailored FRACAS Program shall be maintained for the production aircraft. The Contractor shall continue a failure reporting process developed and implemented on previous V-22 contracts. Trends and failures shall be analyzed and recommendations for corrective action shall be made to the Government through the applicable change (i.e., ECP) process. The affected Integrated Product Team (IPT) and/or engineering group shall participate in the analysis of corrective action determination. Reliability failure assessments shall be based upon manufacturing, supplier, and in-house data. Key elements of this requirement shall be:

a. Data Collection Criteria – Maintenance events and anomalies, including Built-In-Test (BIT), shall be reviewed. Maintenance events occurring during Government acceptance flights, prior to DD Form 250, shall be evaluated and classified for relevancy by the Contractor/Government Reliability and Maintainability Review Board.

b. Factory Data Collection – The Contractor's Reliability and Maintainability (R&M) group shall review the maintenance events and anomalies that occur during the manufacturing process at the Contractor's facility, including BIT. Anomalies requiring failure analysis investigation, as determined by the Contractor's R&M team, shall be entered into the FRACAS database.

c. Failure Database – The Contractor shall maintain a failure database similar to the databases developed and implemented on previous V-22 contracts. The failure database shall be used for:

- Failure scoring of pre-delivered aircraft data to verify achievement of the specified Quality Conformance Acceptance Criteria.
- IPT and supplier evaluation of reported failures and anomalies for corrective action implementation. This includes supplier site meetings to evaluate root cause analyses and corrective actions when required.

d. R&M Evaluation – R&M requirements shall be measured using data collected by the Contractor during aircraft build and acceptance. R&M evaluation shall consider supplier analyses and in-house testing. The Contractor's R&M group shall perform trend analysis to determine any unfavorable trends.

e. Suppliers – Based on observed failures under previous V-22 contracts, the projected production failures, and part criticality, selected suppliers with expected high failure rates may be placed on contract by the Contractor to support the failure reporting and corrective action process. Other suppliers whose observed failures were low and their projected production failure rates are expected to be low should be placed on contract by the Contractor for individual failure investigations on an as required basis. The supplier shall conduct a failure analysis of failed components and assist in determining recommendations for corrective action. The cost of component repair, rework, and retest shall not be directly charged to FRACAS, as these costs are chargeable to production aircraft CLINs.

[REDACTED]

[REDACTED]

L. Systems Engineering

1. The Contractor shall maintain all functions of Systems Engineering as per the latest approved V-22 Systems Engineering Management Plan (SEMP). The Contractor shall implement all systems engineering procedures for the V-22 program, for production, as per the approved SEM in accordance with CDRL A00H. Updates to the SEM shall be provided by the Contractor in accordance with CDRL A00H.

2. The Contractor shall maintain the V-22 Detailed Specification [REDACTED] Attachment (2), thereto, as modified by the ECPs set forth in Attachment (3) including submittals for changes, updates to incorporate changes, and electronic deliveries in accordance with CDRL A007.

3. The Contractor shall perform Systems Engineering Management and Administration Recurring support. This effort includes the basic administrative functions to support Systems Engineering and Program Management Information Systems, collaboration tools, and/or databases, including [REDACTED] Specific tasking includes, but is not limited to, V-22 Action Item Database support; support of meetings associated with production impacts resulting from Technical Interchange Meetings, Preliminary Design Reviews, and Critical Design Reviews,

Functional configuration Audits, Physical configuration Audits, and First Article Inspections; and support of the Program Integration Team (PIT) IPT. This recurring administrative support also covers ECPs; however, the administrative effort associated with design reviews; systems engineering analysis and support; and specification changes, as well as preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

M. System Safety

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective System Safety Program in accordance with the approved System Safety Program Plan (SSPP), [REDACTED] referenced in the SEMP. The purpose of this program is to perform risk assessments to address safety issues associated with the V-22 aircraft in production status. Risk assessments shall indicate hazard severity and hazard probability using the hazard categorization matrix tailored for the V-22 program in accordance with the approved SSPP [REDACTED]. This includes risk assessments performed in conjunction with waivers and deviations. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address safety issues associated with the V-22 aircraft.

2. The Contractor, in conjunction with the Government System Safety managing activity, shall support the Systems Safety Working Group (SSWG) meetings to address production related safety issues. Meetings shall be held three (3) times per year. Contractor support of the SSWG shall be in accordance with the approved SSPP [REDACTED].

3. For identified safety issues associated with V-22 aircraft in production under this contract, the Contractor shall maintain closed-loop hazard tracking to ensure that hazard mitigations are implemented and effective and that the associated residual risk is identified. This effort shall include, but is not limited to, hazard mitigations, risks identified through Formal Risk Assessments, and/or hazards maintained in Safety Action Records (SARs). The Contractor shall update and maintain production related Formal Risk Assessments (FRAs) and SARs, as required.

N. Reliability & Maintainability (R&M) Flight Requirements

1. Final acceptance of the MV-22 and CV-22 aircraft shall be in accordance with the latest Government-approved V-22 Acceptance Test Procedures (ATP), Report No. [REDACTED] and shall include the successful execution of approximately [REDACTED] of R&M flights as detailed below, and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

2. The following outlines the requirements for R&M flights:

a. At the time the Contractor has successfully completed the ATP flights and prior to transferring the aircraft to the Government for Government ATP flights, the Contractor shall conduct no more than [REDACTED] of flight that represent squadron missions.

b. At the time the Government has successfully completed Government ATP flights and prior to aircraft acceptance via DD Form 250, the Government shall conduct approximately [REDACTED] of failure-free flight, that represent squadron missions.

3. Until otherwise directed by the PCO, the R&M flights shall continue through the delivery of the V-22 aircraft under this contract. The Contractor shall continue to maintain metrics for use by the PCO to assess the value of continuing the R&M flights through completion of this contract.

O. Aircraft Finish Specification

1. The Contractor shall maintain an aircraft finish specification [REDACTED] and shall submit revisions for Government approval in accordance with CDRL A00N.

P. Miscellaneous reports: The Contractor shall prepare and submit requests and reports related to material in accordance with CDRL A006.

Items 0002, 0102– The technical, administrative, financial, and other data called for in support of this contract shall be in accordance with Exhibits A and B.

Item 0101 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 MV-22 aircraft delivery schedule identified in Section F.

Item 0106 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 CV-22 aircraft delivery schedule identified in Section F.

SECTION D - PACKAGING AND MARKING

The following have been added by full text:

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

The following have been modified:

SECTION D

Item 0001 – The uninstalled MV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing industry standards to ensure safe delivery at the final destination.

Item 0002 – The data to be furnished hereunder shall be packaged, and marked in accordance with best commercial practices and the applicable Contracts Requirements Data List (CDRL), Exhibits A and B.

Items 0003 through 0005 – RESERVED

Item 0006 – The uninstalled CV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing industry standards to ensure safe delivery at the final destination.

Items 0101 and 0106 – The long lead-time items to be furnished hereunder shall be preserved, packaged, and, marked in accordance with prevailing industry standards to ensure safe delivery at the final destination.

Items 0102 through 0105 – RESERVED

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows: See Section F of this contract for mission kit delivery instructions.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

The following have been deleted:

5252.223-9502 HAZARDOUS MATERIAL

APR 2009

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000604:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000605:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for CLIN 0101:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 010101:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for CLIN 0102:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for CLIN 0103:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for CLIN 0104:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for CLIN 0105:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for CLIN 0106:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 010601:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 010602:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
N/A

The following have been added by full text:

5252.223-9502 HAZARDOUS MATERIAL (NAVAIR)(APR 2009) -

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Director

Mary Q. Hammerer, Environmental Engineer
Naval Air Systems Command 6.7.1.4
Design Interface and Maintenance Planning
47013 Hinkle Circle, Bldg. 416, Suite 200B
Patuxent River, MD 20670-1628
(301) 757-6177

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION
(NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Not Applicable. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVAIR) (OCT 2005)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by DCMA-Bell at the contractor's or subcontractor's plant located at Amarillo, TX. Final inspection and acceptance shall be made by DCMA-Bell within (TBD - To be established in definitization modification) after notification from the contractor that aircraft is ready for final inspection.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

The following have been modified:

SECTION E

Items 0001 and 0006 – Inspection and final acceptance of the MV-22 and CV-22 aircraft to be furnished hereunder, shall be made at the Contractor's plant in Amarillo, TX, or at such location/plants as designated by the PCO and/or ACO of the cognizant representative of the Defense Contract Management Agency (DCMA). Final acceptance of the MV-22 aircraft and CV-22 aircraft, including the uninstalled mission kits identified in Section C, shall be in accordance with the Government approved V-22 Acceptance Test Procedure, Report No. [REDACTED] and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250. Inspection and acceptance of the uninstalled MV and CV Mission Kits identified in Section C shall be made at the Contractor's plants in Fort Worth, TX; Ridley Park, PA; and at Amarillo, TX or at such locations/plants as designated by the ACO of the cognizant representative of the DCMA and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

Item 0002 – Inspection and acceptance of each item of data to be furnished hereunder shall be in accordance with the applicable CDRL Exhibits A and B.

Items 0003 through 0005 – RESERVED

Items 0101 and 0106 – Inspection and final acceptance of the long lead-time items to be furnished hereunder shall be made at the Contractor's plant in Amarillo, TX, Ridley Park, PA, Fort Worth, TX, or at such location/plants as designated by the Procurement Contracting Officer (PCO) and/or Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA).

Items 0102 through 0105 – RESERVED

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
<input checked="" type="checkbox"/> ISO	AS9100	2009	
<input type="checkbox"/>			

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	1	N/A FOB: Origin	

The following Delivery Schedule item has been added to CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	1	N/A FOB: Origin	

The following Delivery Schedule Item has been deleted from CLIN 0006:

P00002

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DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	1	N/A FOB: Origin	

The following Delivery Schedule item has been added to CLIN 0006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	1	N/A FOB: Origin	

The following Delivery Schedule Item has been deleted from SUBCLIN 000603:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	N/A	N/A FOB: N/A	

The following Delivery Schedule item has been added to CLIN 0101:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	1	N/A FOB: Origin	

The following Delivery Schedule item has been added to CLIN 0106:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	1	N/A FOB: Origin	

The following have been added by reference:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

The following have been added by full text:

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
-----------------	-----------------	-------------

See Government Furnished Equipment List, Attachment (4)

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

Boeing DODAAC code is Q90357

Bell DODAAC Code is Q99490

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibits A and B, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code: James Smith, AIR-2.3.3.1

(2) ACO, Code: Bell - Patty Heitz
Boeing - Ron Spirito

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: See Attachment (1)

The following have been modified:

SECTION F

Item 0001 – The MV-22 aircraft to be furnished hereunder shall be delivered to the Government in accordance with the following estimated schedule. The final delivery schedule will be established upon definitization. Early delivery is acceptable.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0001	2014													17
	2015													

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier's equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor's plant at Amarillo, TX or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant contract administration office when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly en route between the Contractor's shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Item 0001 – F.O.B. Origin: The uninstalled MV-22 aircraft mission kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Marine Corps, if the aircraft are being delivered to MCAS New River, NC:

V-22 Class Desk
MAL-26 Supply Building AS-541
MCAS New River
Jacksonville, NC 28545-1001
Phone 901-449-7237

If the aircraft is being delivered to MCAS Miramar, CA:

Marine Aviation Logistics Squadron 16
Supply Building K7209
MCAS Miramar, CA 92145

RMWS Mission Kits address:

NSWC Crane
300 HWY 361
Code 4082, Bldg 3218, Jim Buechler
Crane, IN 47522
Phone: 812-854-5744
James.Buechler@navy.mil

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Item 0002 – The data to be furnished hereunder shall be delivered in accordance with Exhibits A and B.

Items 0003 through 0005 – RESERVED

Item 0006 – The CV aircraft to be furnished hereunder shall be delivered to the Government in accordance with the following estimated schedule. The final delivery schedule will be established upon definatization. Early delivery is acceptable.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0006	2014													4
	2015	■			■		■			■				

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier's equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor's plant at Amarillo, TX or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant DCMA when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly enroute between the Contractor's shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Item 0006 – F.O.B. Origin: The uninstalled CV Mission Kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Air Force, if the aircraft is being delivered to Hurlburt Field AFB:

V-22 Equipment Inventory List Program Manager
1 SOHMXS/8 AMU
185 Brims Street
BLDG 91266
Hurlburt Field, FL 32544
DSN: 641-2808 COMM: 850-881-2808

If the aircraft is being delivered to Kirtland AFB:

V-22 Equipment Inventory List Program Manager
71st AMU 4300 Hangar Rd SE Bldg 1000A
Kirtland AFB, NM 87117
DSN 246-0919 Commercial 505-846-0919

If the aircraft are being delivered to Cannon AFB:

V-22 Equipment Inventory List Program Manager
614 Liberator Ave. BLDG 208
Cannon AFB, NM 88103

RMWS Mission Kits address:

NSWC Crane
300 HWY 361
Code 4082, Bldg 3218, Jim Buechler
Crane, IN 47522
Phone: 812-854-5744
James.Buechler@navy.mil

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Item 0101 - The MV-22 long lead-time items to be furnished hereunder shall be procured and/or fabricated, as required, to deliver nineteen (19) Lot 18 MV-22 aircraft in accordance with the estimated delivery schedule set forth below. The final delivery schedule will be established upon definatizationn

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0101	2015													19
	2016													

Items 0102 through 0105 - RESERVED

Item 0106 - The CV-22 long lead-time items to be furnished hereunder shall be procured and/or fabricated, as required, to deliver three (3) Lot 18 CV-22 aircraft in accordance with the estimated delivery schedule set forth below. The final delivery schedule will be established upon definatization.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0106	2015													3
	2016													

The following have been deleted:

52.242-15 Stop-Work Order

AUG 1989

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED]
from [REDACTED] to [REDACTED]

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: \$ [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 000604:

Funding on SUBCLIN 000604 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: \$ [REDACTED]

Total: [REDACTED]

SUBCLIN 000605:

Funding on SUBCLIN 000605 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: \$ [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 010101:

Funding on SUBCLIN 010101 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: \$ [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 010601:

Funding on SUBCLIN 010601 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

SUBCLIN 010602:

Funding on SUBCLIN 010602 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

The following have been added by reference:

252.232-7003

Electronic Submission of Payment Requests and Receiving
Reports

JUN 2012

The following have been added by full text:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

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

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

Routing Data Table*

Field Name in WAWF

Data to be entered in WAWF

Pay Official DoDAAC:

Issue By DoDAAC:

Admin DoDAAC:

Inspect By DoDAAC:

Ship To Code:

Ship From Code:

Mark For Code:

Service Approver (DoDAAC):

Service Acceptor (DoDAAC):

Accept at Other DoDAAC:

LPO DoDAAC:

DCAA Auditor DoDAAC:

Other DoDAAC(s):

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

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

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

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

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

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

5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE) (NAVAIR) (OCT 2005)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with [2] copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRP), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRP used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

☐ a separate invoice for each activity designated to receive the supplies or services.

☒ a consolidated invoice covering all shipments delivered under an individual order.

☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRP or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

5252.232-9522 TRANSPORTATION ACCOUNT CODES (NAVAIR) (OCT 2005)

(a) The contractor is responsible for placing the Government assigned Transportation Account Code (TAC) on shipping documentation to enable payment of transportation bills by the U.S. Government under contracts with F.O.B. origin terms.

(b) The applicable TAC for this contract is as follows: **NVBH (MV) and FH29 (CV)**

(c) For shipments that will require use of military airlift, complete an Advance Transportation Control and Movement Document (ATCMD, DD Form 1384) and provide it to the cognizant Air Clearance Authority. Include the contract number and applicable TAC on the ATCMD. Also, ensure the ATCMD contains information for special requirements such as:

(1) shipments to be accompanied by couriers or monitors;

(2) shipments requiring special handling such as environmental control, hand-to-hand receipt, hazardous/dangerous cargo, short shelf life material, sensitive shipments and classified cargo;

(3) shipments requiring expediting action or those that must move on a specific flight.

(d) The cognizant DCMA office may be contacted for additional information or assistance on preparation of shipping documents or other transportation concerns.

**5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES
(NAVAIR)(JUN 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

The following have been modified:

**5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)(MAY 2006) - ALT I
(MAY 2006)**

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) In accordance with DFARS PGI 204.7108, numbered payment instruction "252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)" applies. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(f) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated
000101		
000102		
000103		
000601		
000602		
000603		
000604		
000605		
010101		
010601		
010602		

The following have been deleted:

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008
5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) MAR 2009

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by reference:

52.215-21 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications OCT 2010

The following have been added by full text:

[REDACTED]

H-1 AIR CREW QUALIFICATIONS

H-1 AIR CREW QUALIFICATIONS

Contractor's Flight and Ground Operations (Air Force Regulation 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1, and DCMA 8210.1) addresses multiple aircrew qualifications. This contract specifically authorizes the MV-22 and the CV-22 to be treated as a single qualification for flight authorizations and currency flight hours. All pilots flying both model aircraft shall be fully trained in each model, with special emphasis on the differences that exist between the models.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

H-13 ADDENDUM TO DFARS 252.228

H-13 ADDENDUM TO DFARS 252.228

H-13 Addendum to DFARS 252.228-7001 (JUN2010) -, GROUND AND FLIGHT RISK

- 1) The parties agree the term "Aircraft" appearing in paragraph (a)(1) includes Rotorcraft, Tiltrotor and/or Vertical Lift Aircraft; and
- 2) The term "Flight Crew Members" appearing in paragraph (a)(5) refers to the Contractor Flight Crew Members.

H- [REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

H-4 RESERVED
H-4 RESERVED - TO BE ADDED UPON AWARD OF MYP2

[REDACTED]

[REDACTED]

[REDACTED]

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY)(NAVAIR) (AUG 1984)

(a) The amount presently available for payment and allotted to this contract for Item 0101 is [REDACTED] and Item 0106 is [REDACTED]. It is understood and agreed that such amount will permit performance of the said Item(s) 0101 and 0106 through [REDACTED]. The Contracting Officer may, by unilateral modification to this contract, extend the date specified above. If the date is extended, the amount allotted and available for payment under this contract will be increased by an amount sufficient for the extended period of performance. The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in the performance of the Item(s) specified above, which exceed the amount allotted and available for payment under this contract.

(b) If the Item(s) specified in paragraph (a) above are terminated on or before definitization of this contract, the maximum amount for which the Government shall be liable shall not exceed the amount then available for payment and allotted under this contract for the said Item(s). The termination settlement shall be limited to that material acquired, effort performed, or both, which are determined to have been necessary to protect the delivery schedule set forth in this contract for the Item(s) cited in paragraph (a) of this clause.

(c) Unless otherwise specifically stated in any change order, change orders issued under this advance acquisition contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above.

5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

**5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK"
CLAUSE (NAVAIR) (DEC 1991)**

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be Amarillo, TX; Ridley Park, PA; and Forth Worth, TX.

5252.243-9505 ENGINEERING CHANGES (NAVAIR)(OCT 2005)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

N00019-93-C-0006
 N00019-96-C-0054
 N00019-00-C-0183
 N00019-03-C-3017
 N00019-03-C-6517
 N00019-04-C-0012
 N00019-05-C-0002
 N00019-06-C-0292
 N00019-07-C-0001

(2) Government furnished property to be provided under this contract:

See Attachment (4)

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

See Attachment (4)

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

NONE

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause either under this contract or any other contracts under which use of such property is authorized.

5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005)

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the V-22 associate contractors to ensure complete compatibility between equipment, data, and services for the V-22 to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

<u>Contractor</u>	<u>Responsibility</u>
Rolls-Royce Corporation	T406-AD-400 and AE1107C Engines (Liberty)

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and

agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary. (g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:

☒ is not known or available from other sources without obligations concerning its confidentiality;
☒ has not been made available by the owners to others without obligation concerning its confidentiality;
☒ is not already available to the Government without obligation concerning its confidentiality; and
☒ has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

The following have been deleted:

H-0 SMALL BUS SUBCONTRACT PLAN
LIM OF GOV LIABILITY AAC

5252.216-9501	SEGREGATION OF COSTS	OCT 2005
5252.245-9500	GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT	FEB 2009
5252.245-9520	ASSOCIATE CONTRACTOR CLAUSE	OCT 2005

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.202-1	Definitions	JAN 2012
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-7	Central Contractor Registration	AUG 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-54	Employment Eligibility Verification	JUL 2012
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
52.230-2	Cost Accounting Standards	MAY 2012
52.232-16	Progress Payments	APR 2012 ✓
52.232-99 (Dev)	Providing Accelerated Payment to Small Business Subcontractors (Deviation)	AUG 2012
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.251-1	Government Supply Sources	APR 2012
252.203-7003	Agency Office of the Inspector General	APR 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7010	Critical Safety Items	AUG 2011

252.215-7002	Cost Estimating System Requirements	FEB 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7000	Buy American--Balance Of Payments Program Certificate	JUN 2012
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2012
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	JUN 2012
252.226-7000	Notice Of Historically Black College Or University And Minority Institution Set Aside	APR 1994
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.228-7001	Ground And Flight Risk	JUN 2010
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012

The following have been added by full text:

CLAUSE DELETION

The following clauses are deleted:

52.202-1	Definitions	JUL 2004
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards	JUL 2010
52.222-19	Child Labor – Cooperation with Authorities and Remedies	JUL 2010
52.222-54	Employment Eligibility Verification	JAN 2009
52.230-2	Cost Accounting Standards	OCT 2010
52.232-16	Progress Payments	AUG 2010 ✓
52.245-1	Government Property	AUG 2010
52.245-9	Use and Charges	AUG 2010
52.249-2	Termination For the Convenience of the Government (Fixed- Price)	MAY 2004
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.223-7006	Prohibition On Storage and Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7009	Restriction On Acquisition of Certain Articles Containing Specialty Metals	JAN 2011
252.225-7012	Preference for Certain Domestic Commodities	JUN 2010
252.225-7013	Duty Free Entry	DEC 2009
252.227-7013	Rights in Technical Data – Noncommercial Items	SEP 2011
252.227-7015	Technical Data – Commercial Items	SEP 2011
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.242-7005	Contractor Business Systems	MAY 2011
252.242-7006	Accounting System Administration	MAY 2011
252.224-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.245-7001	Tagging, Labeling, and Marking of Government- Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.245-7003	Contractor Property Management System Administration	MAY 2011

The following clauses are added:

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub.L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of

Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub/ L 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [REDACTED] CLIN 0001 and [REDACTED] for CLIN 0006.

(b) The maximum amount for which the Government shall be liable if this contract is terminated for CLINs 0001 and 0006 is [REDACTED]

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): <https://www.acquisition.gov/far/> or <http://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.

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: will be established upon definitization

[Contracting Officer shall insert the appropriate DHS contact information or website.]

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A FPIF is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Not Applicable (Proposal has been submitted) proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Contractor submission of Subcontracting Plan in accordance with H-0 Clause	31 January 2013
Definitization Modification Award	30 June 2013

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost/price in no event to exceed [REDACTED] for CLINS 0001 and 0006.

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)

(a) Definitions. As used in this clause--

(1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) "Export-controlled" items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes-

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) "Ineligible transferees" means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the Excluded Parties Listing System (EPLS) (<https://www.epls.gov/>);

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts;

or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcms.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

"The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval."

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

The following have been modified:

52.216-16 INCENTIVE PRICE REVISION-FIRM TARGET (OCT 1997)

(a) General . The supplies or services identified in Section B as FPI Items are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price as defined in Section B. Any supplies or services that are to be

(1) ordered separately under, or otherwise added to, this contract and

(2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs", as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission .

(1) Within 60 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less the Contractor's share of the overrun cost as specified in Section B .

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus the Contractor's share of the underrun cost as specified in Section B .

(e) Contract modification . The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices .

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement . This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts . No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements . If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination . If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for

(1) completed supplies and services accepted by the Government and

(2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses . If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price . If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement . If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes . As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)

(a) *Definitions.* As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive

procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi), and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract there under with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the

Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished with Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST).....
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*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate. To be established upon definitization

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

To be established upon definitization

Contract No. _____

Contractor Name _____

Contractor Address _____
Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

The following have been deleted:

252.203-7003

52.202-1	Definitions	JUL 2004
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-9 Alt I	Updates of Publicly Available Information Regarding Responsibility Matters Alternate I	JAN 2011

52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-21 Alt I	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications (Oct 2010) - Alternate I	OCT 2010
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-26	Equal Opportunity	MAR 2007
52.222-54	Employment Eligibility Verification	JAN 2009
52.222-99 (Dev)	Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-O0013)	JUN 2010
52.230-2	Cost Accounting Standards	OCT 2010
52.232-16	Progress Payments	AUG 2010
52.233-3	Protest After Award	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.251-1	Government Supply Sources	AUG 2010
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
252.203-7004	Display of fraud hotline poster	SEP 2011
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2011
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.227-7013	Rights in Technical Data--Noncommercial Items	SEP 2011
252.227-7015	Technical Data--Commercial Items	SEP 2011
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.242-7005	Contractor Business Systems	MAY 2011
252.242-7006	Accounting System Administration	MAY 2011
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.245-7003	Contractor Property Management System Administration	MAY 2011
252.245-7004	Reporting, Reutilization, and Disposal	AUG 2011
5252.204-9504	DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)	JAN 2007

The following were previously included by reference and are now included by full text:

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Exhibits A&B	(Items 0002) Contract Data Requirements List, DD Form 1423
Exhibit C	RESERVED
Exhibit D	RESERVED
Attachment 1	RESERVED

Attachment 2 [REDACTED] V-22, Detailed Specification dated 01 November 2012 (By reference)

Attachment 3 Engineering Change Proposal Baseline Changes dated 19 December 2012

Attachment 4 MV-22 and CV-22 Government Furnished Equipment List dated 19 December 2012

Attachment 5(a) DD Form 254, Department of Defense Contractor Security Classification Specification – Bell dated 18 December 2012

Attachment 5(b) DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing dated 11 December 2012

Attachment 6 [REDACTED], August 2009 Rev. C

Attachment 7 [REDACTED] dated 19 December 2012

Attachment 8 [REDACTED] dated 13 December 2012

Attachment 9(a) Contractor Cost and Software Data Reporting Plan (CSDR) Plan - Bell dated 10 December 2012

Attachment 9(b) CSDR Plan – Boeing 10 December 2012

Attachment 9(c) CSDR Plan – Bell Boeing dated 10 December 2012

Attachment 11 RESERVED

Attachment 12 UID Parts Marking List dated 13 December 2012

Attachment 13 RESERVED

Attachment 14 Distribution Statements

Attachment 15 Critical Safety Items

Attachment 16 Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012

Attachment 17 Reserved

Attachment 18 [REDACTED] dated 20 Decemeber 2012

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L		PAGE OF PAGES 1 23	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 10 APRIL 2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-2.3.3 SUITE 155 BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670		CODE N00019		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16859 PHILADELPHIA PA 19142-0859		CODE S3916A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILLY ROAD PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001			
				X 10B. DATED (SEE ITEM 13) 29-Dec-2011			
CODE 3B1P2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jackson133209 The purpose of this bilateral administrative modification is to incorporate payment instructions and no cost administrative updates.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Manager Contracts				15B. UNITED STATES OF AMERICA			
15C. DATE SIGNED 04/04/2013				16C. DATE SIGNED 10 APRIL 2013			

APPROVED BY OIRM 11-84

30-105-04

 STANDARD FORM 30 (Rev. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

CLIN 0006

The ceiling price has decreased by [REDACTED] from [REDACTED] to [REDACTED]
The target to ceiling spread has increased by [REDACTED] from [REDACTED]

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C

Section C is deleted in its entirety and replaced with the following:

STATEMENT OF WORK

1. Items 0001— The MV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the "as built configuration" defined by the Drawing Number [REDACTED], [REDACTED], [REDACTED] as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the MV-22 aircraft. Further, the MV-22 aircraft to be furnished hereunder shall meet the technical/performance requirements defined in the [REDACTED], Detailed Specification Attachment (2), with the exception of those requirements set forth in [REDACTED], as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). All documents listed above constitute the baseline configuration for the MV-22B aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the "as built configuration". Resolution of any ambiguity within the drawing package and/or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the MV-22 aircraft shall be in accordance with [REDACTED]. Aircraft weight shall be reported in accordance with CDRLs A00J and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the MV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Parts List, Attachment (10); and Economic Order Quantity (EOQ) items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The aircraft called for hereunder shall be serially numbered in sequence beginning with serial numbers Lot 17 MV 168601 thru 168617.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the MV Aircraft are as set forth in the following table:

MV-22 Uninstalled Mission Kits	Lot 17
[REDACTED] and [REDACTED] (includes one of each, [REDACTED])	17
[REDACTED]	17

[REDACTED]

2. Items 0006- The CV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the "as built configuration" defined by the Drawing Number [REDACTED] as modified by Engineering Change Proposal Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the CV-22 aircraft. Further, the CV-22 aircraft to be furnished hereunder shall meet the technical/performance requirements defined in the [REDACTED] V-22, Attachment (2), [REDACTED]. All documents listed above constitute the baseline configuration for the CV-22 aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the "as built configuration". Resolution of any ambiguity within the drawing package and/or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the CV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00K and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the CV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10); and EOQ items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The aircraft called for hereunder shall be serially numbered in sequence beginning with Lot 17 CV 130068 to 130071.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the CV Aircraft are as set forth in the following table:

CV-22 Uninstalled Mission Kits	Lot 17
[REDACTED]	4
[REDACTED] [REDACTED] [REDACTED]	4
[REDACTED] and [REDACTED] (includes one of each, [REDACTED] and [REDACTED]	4
[REDACTED]	4

e. [REDACTED]

3. Items 0001, 0006- In addition to the requirements specified above, the Contractor shall provide production engineering support, also referred to as other recurring engineering, in accordance with paragraphs A through N below:

A. Program Reviews/Reporting

1. Program Management Reviews: The Contractor shall conduct quarterly Program Management Reviews (PMR) between the Contractor's management team and the Government's Program Management team at the Contractor's facility or mutually agreed to locations. During these reviews, the Contractor shall present integrated cost, schedule, technical performance, obsolescence status and quality metrics. Integrated Product Team leaders or functional managers shall be prepared to discuss cost, schedule status, technical performance, risk, and earned value as an integrating tool. The following shall be addressed: cost/schedule trends, significant cost/schedule/technical variances, projected impacts, quantified risk assessments and corrective action plans as well as continuous process improvement projects and results. The Contractor shall provide the PMR presentations, minutes, and action items in accordance with Contract Data Requirements List (CDRL) A00F.

2. Contractor Cost and Software Data Reporting (CSDR): The Cost Data Summary Report (CDSR), DD Form 1921, shall be prepared in accordance with CDRLs B001 [REDACTED] and B002 [REDACTED]. The first submission for CDRLs B001 and B002 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B001 and B002.

3. Functional Cost-Hour and Progress Curve Report: The Functional Cost-Hour and Progress Curve Report, DD Form 1921-1, shall be prepared in accordance with CDRLs B003 [REDACTED] and B004 [REDACTED]. The first submission for CDRLs B003 and B004 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B003 and B004.

4. Contract Work Breakdown Structure (CWBS): The Contractor shall develop and maintain the CWBS and CWBS dictionary using the work breakdown structure contained in the Contractor Cost and Software Data Reporting (CSDR), Attachment (9), and in accordance with CDRL B005 [REDACTED] and B006 [REDACTED]. The first submission for CDRLs B005 and B006 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B005 and B006.

5. Contractor Integrated Performance Management: Contractor Integrated Performance Management: DFARS Clause 252.234-7002, Earned Value Management System (APR 2008), applies. The Cost Performance Report (CPR) and Integrated Master Schedule (IMS) shall be developed, maintained, updated/statused, and reported on a monthly basis per CDRL B009 and B008 requirements, respectively. The Contractor shall also provide Contract Funds Status Reports (CFSRs) in accordance with CDRL B007. The first submission for CDRLs B008, B009 and B007 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B008, B009 and B007. The Contractor shall establish, maintain, and use in the performance of this contract an integrated management system compliant with the Industry Guidelines for Earned Value Management Systems (EVMS) ANSI/EIA-748-98 as determined by the cognizant Contracting Officer. An EVMS that has been formally validated and accepted by the cognizant Contracting Officer is required for cost or incentive contracts, subcontracts, and other agreements valued at or greater than [REDACTED] in then-year dollars. The application of these concepts shall provide for early indications of contract cost and schedule problems. Earned value assessments shall correlate with technical achievement. A Compliance Review of the Contractor's EVMS will not be performed unless the Government program manager determines that it is necessary from Integrated Baseline Review (IBR) results, surveillance, or cost and schedule data quality assessments.

6. In regard to DFARS, Clause 252-234-7002, Earned Value Management System (APR 2008), the Contractor is required to have an EVMS that complies with ANSI/EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). The Contractor shall additionally provide Contract Cost and Software Data Reporting (CSDR) in accordance with CDRLs B001, B002, B003, B004, B005, B006 and the CSDR Plan, Attachment (9). (but see language in Section C, Paragraphs 3.A.2-5 above regarding first submission under these CDRLs).

7. Integrated Baseline Review (IBR): The Contractor shall review its performance measurement baseline plan with the Government within six months of the contract award or initiation of an Undefinitized Contract Action, and subsequently, when required, following major changes to the baseline. The Government will verify during the IBR, and follow-on IBRs, when required, that the Contractor has established and maintains a reliable performance measurement baseline. The Contractor shall ensure that the baseline includes the entire contract technical scope of work consistent with contract schedule requirements and that the Contractor has adequate resources assigned. The Contractor shall assure the Government that effective earned value methods are used to accurately status contract cost, schedule, and technical performance. The IBR shall be used to achieve a mutual understanding of the baseline plan, cost and schedule risk, and the underlying management processes used for planning and controlling the project.

8. Subcontract Cost/Schedule Management and Reporting: Significant critical non-fixed price subcontracts exceeding [REDACTED] in then-year dollars shall have applied to them the requirements of DFARS Clause 252.234-7002, Earned Value Management System (APR 2008); Integrated Master Schedule (DI-MGMT-81650); and the Contract Performance Report (DI-MGMT-81466A). For subcontracts valued at or greater than [REDACTED] but less than [REDACTED] in then-year dollars, the following statement applies: In regard to DFARS Clause 252.234-7002, Earned Value Management System (APR 2008), the Contractor is required to have an EVMS that complies with ANSI/EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). EVMS flowdown to contracts of less than [REDACTED] in then-year dollars or Firm Fixed Price contracts that exceed [REDACTED] duration is a risk-based decision and will be mutually agreed between the Contractor and the Government.

9. Over Target Baseline (OTB)/Restructure: The Contractor may conclude the baseline no longer represents a realistic plan in terms of budget/schedule execution. In the event the Contractor determines an OTB/Restructuring action is necessary, the Contractor must obtain Government approval prior to implementing an OTB/Restructuring action. The request shall also include detailed implementation procedures as well as an implementation timeframe. The Contractor shall not implement the OTB/Restructuring prior to receiving written approval from the Contracting Officer.

B. Configuration/Data Management

1. The Government will maintain configuration control and change authority for all Class I changes which includes, modifications or changes affecting form, fit, function, or interface parameters of the aircraft, its assemblies, and sub-assemblies. The Contractor shall maintain configuration of the aircraft, its assemblies, and sub-assemblies in accordance with the Contractor's government-approved Configuration Management Plan (CMP) CDRL A00A. The Contractor shall submit Engineering Change Proposals (ECPs) to NAVAIR for Change Control Board (CCB) approval for any Class I change that impacts the aircraft, its assemblies, and sub-assemblies covered by this contract. Contractor Class II changes must be reviewed for government concurrence of classification. All Class II changes (Contractor and Supplier) shall be reported in accordance with CDRL A00M. A change will be designated Class I or Class II as defined in the V-22 CMP. The Contractor shall be responsible for any costs due to a failure to obtain proper approvals or incurred in correction of any misclassification of changes.
2. Any Class I or Class II change affecting any critical part shall be identified as such. The Contractor shall maintain a critical parts list [REDACTED].
3. If the Contractor has an ECP pending or approved with another Government activity the Contractor proposes to incorporate under this contract, the Contractor shall notify the Procurement Contracting Officer and Configuration Manager of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECP, however, will not be effective on this contract unless or until incorporated by modification to this contract after CCB approval. Engineering changes shall be developed utilizing the Systems Engineering process and shall consider/address design interface, reliability, maintainability, testability, integrated logistics support elements, life cycle costs, operation and support costs, support equipment, trainers, and training impacts (courseware, curriculum, difference training, etc.). Changes to common Navy and Air Force publications are not the Contractor's responsibility.
4. The Contractor shall maintain the "as built" configuration data of all aircraft delivered under this contract. Deviation requests shall be prepared and submitted in accordance with CDRL A008.
5. The Contractor shall maintain all functions of configuration management as per the latest approved PMA-275 V-22 Configuration Management Plan (CMP). The Contractor shall implement all configuration management and data management procedures for the V-22 Program as per the latest approved Contractor CMP [REDACTED], in accordance with CDRLs A007, A008, A009, A00A, A00C, A00D, A00E, A00G and A00L.
6. The Contractor shall perform Configuration and Data Management Recurring support. This effort includes the basic administrative functions in the area of configuration and data management to support V-22 production aircraft. Specific tasking includes, but is not limited to, maintaining appropriate configuration databases, supporting Configuration Review Boards, coordination of all appropriate data requirements, providing responses to data inquiries, and maintaining a data library for the V-22 program. This recurring administrative support also covers the ECPs; however, the administrative effort associated with drawing and planning releases as well as preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.
7. The Contractor shall update the V-22 Interchangeability and Replaceability Program Plan and Working List in accordance with [REDACTED] and CDRL A00Q to reflect Contract N00019-12-C-2001 parts and nomenclature updates.

C. MV-22 and CV-22 Aircraft Acceptance Test Procedures

1. The Contractor shall submit for Government approval an Acceptance Test Procedure covering the acceptance criteria for the MV-22 and CV-22 aircraft to be furnished hereunder in accordance with CDRL A005.

D. V-22 and Production Pilot Staff

1. The Contractor shall provide a production pilot staff to conduct and document test activity for each V-22 production aircraft in accordance with the V-22 Acceptance Test Specification to support the aircraft delivery schedule set forth in Section F of this contract.

E. [REDACTED]

F. Quality Assurance

1. The Contractor shall maintain a Quality Assurance Program based on the approved V-22 Quality Assurance Program Plan (QAPP) [REDACTED]. The QAPP shall be maintained to reflect the current quality system registration for both Bell and Boeing (CDRL A00R). The Contractor shall update and maintain a plan that describes how requirements in the contract are met and how the quality system elements applicable to those program requirements are controlled according to the provisions of AS9100 Revision C.

2. The Contractor shall, as outlined in AS9100C, Company Quality Policy, Quality Assurance Program Plan, and the Associated Corrective and Preventative Action Improvements Boards, ensure the following:

- Establish and maintain metric driven data to ensure corrective action
- Corrective Action Boards which are open and attended by the customer
- Root Cause and Corrective Action on identified systemic problems
- Implementation Plans (Corrective Action Plans)
- Annual goals and at least monthly reviews on performance to those goals

The Government shall be granted access to Prime Contractor data which reflects the aircraft "as built" status. This data is available in the company's Manufacturing Execution System (MES) which provides planned maintenance, defect, non-conforming material, material review board, scrap, and job completion data.

[REDACTED]

3. The Contractor shall report quarterly progress toward established annual goals to the Government, during either regularly scheduled Production Program Reviews or Semi-Annual Quality Assurance Technical Coordination Meetings, at the contractor's facility. This includes performance to the Quality Assurance Program Plan and an assessment of the health of the Quality System.

4. Alert/Safe – Alert: The Alert/Safe-Alert GIDEP Form 97-1 shall be prepared and submitted in accordance with CDRL A001.

G. Security

1. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified and sensitive unclassified information in accordance with applicable security classification guides and security regulations. The Contractor shall control distribution of classified and sensitive unclassified information to persons with the applicable clearance and need to know. The Contractor shall ensure that foreign nationals assigned to, or employed by, the Contractor be provided access to only the information that has been approved for release for their assigned duties.

2. The Government's Program Protection Plan (PPP) and all attachments will be provided in electronic format by the requiring program office and cognizant contracting officials to the Contractor as Government-Furnished Information (GFI). The Contractor shall prepare, review, or revise, as required, the Program Protection Implementation Plan (PPIP). The Contractor shall prepare the PPIP in accordance with CDRL A003 when an approved revision to the Government PPP is provided.

[REDACTED]

[REDACTED]

5. The Contractor shall apply and use Distribution Statements in accordance with applicable regulations.

H. Quality Conformance Acceptance Testing (QCAT)

1. The Quality Conformance Acceptance Testing requires data collection during the customer production aircraft acceptance test flight(s) in accordance with [REDACTED] V-22 Acceptance Test Procedures, conducted at the Contractor's facility, and shall determine whether or not the production aircraft weapon systems offered for acceptance meet the desired reliability levels. The QCAT testing is not intended to constitute a special flight.

2. Each production aircraft weapon system, following the completion of contractor functional shakedown test flights, shall be submitted for customer acceptance flights followed by the maintenance needed to bring the Aircraft Weapon System to full operating capability. If a system and/or component fail a check and, after maintenance, a subsequent flight is necessary, only those sequences requiring a recheck must be reflown.

3. Data from the last 100 flight hours accumulated during customer flights will be collected and evaluated for the quality conformance. As each flight is completed and analyzed, data from that flight will be added to the database and data from the earliest flight will be dropped as required to maintain a continuously updated 100-flight hour sample. [REDACTED]

4. The data collected will be reviewed by the Contractor and customer at the scheduled Reliability and Maintainability Review Board (RMRB) meeting and will be scored as to its chargeability to the Reliability requirement of [REDACTED]. Data results will be integrated into the V-22 Failure Report, Analysis and Corrective Action System (FRACAS) Database.

I. Hazardous Materials and Environmental Management

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective Hazardous Materials (HAZMAT) Environmental Management Program in accordance with National Aerospace Standard 411, "Hazardous Materials Management Program," dated July 1993, with Revision 1, dated 11 March 1994, and Revision 2, dated 29 April 1994, in support of aircraft production activities. The purpose of this program is to eliminate or reduce (where elimination is not feasible) the use and improper disposal of hazardous materials. The emphasis shall be on eliminating or reducing those hazards that are used or generated during the fabrication of the aircraft and its

associated support items. Hazardous materials for the purpose of this contract shall be those materials identified in Sections 2.0 and 2.1 of the V-22 LRIP Hazardous Material Management Program (HMMP) Plan, [REDACTED]

2. The Contractor's HAZMAT Management Program under the scope of this contract shall address the production phase of the V-22 aircraft to optimize performance and operational requirements and comply with environmental laws and regulations. The program shall also evaluate the costs associated with the use, handling, treatment, and/or disposal of the hazardous materials and by products not addressed under the Engineering and Management Development (EMD) contract that are introduced throughout production in conjunction with the costs of using alternative (non-HAZMAT) materials.

3. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address environmental issues associated with the V-22 aircraft.

4. Title VI, Section 604 of the Clean Air Act calls for the elimination of the production of Class I Ozone Depleting Substances (ODS) by January 1, 2000; therefore, no Class I ODS(s), as defined in Title VI of the Clean Air Act, nor materials containing Class I ODS(s) as an ingredient, shall be approved for use during production of the V-22 aircraft except when authorized by the Procuring Contracting Officer in accordance with approval obtained under the Department of Defense Federal Acquisition Regulations Supplement, Subpart 223.8.

5. The V-22 LRIP HMMP Plan [REDACTED] shall be used as the V-22 HMMP Plan. The Contractor shall update the HMMP Plan in accordance with CDRL A00B. Subsequent updates shall be prepared and submitted upon Government and Contractor concurrence.

6. The Contractor shall support the Environmental Process Action Team (EPAT) meetings in support of aircraft production activities.

7. Updates to the HMMP Report shall be provided by the Contractor for changes only to reflect the NAS 411 "Hazardous Materials Management Program" report requirements as tailored herein in accordance with CDRL A002.

8. NAS 411 paragraphs 4.4 and 4.4.1 are tailored as follows:

4.4 – The Contractor shall maintain the existing HAZMAT database.

4.4.1 – Identification of any new hazardous materials proposed for use by the Contractor in support of the V-22 aircraft produced under this contract and for HAZMATs not addressed under EMD and previous Lots 1 through 16 contracts that are introduced in new or redesigned end item hardware that require special handling and disposal to include:

(a) Hazardous material/waste name;

(b) Usage (Technical documentation and/or Specs or standards that require the use of the Hazardous material).

9. Based on the results of any HAZMAT identification in support of production aircraft, under paragraph 4.3.2 of NAS 411, the Contractor shall recommend trade study candidates to the Government. The Contractor shall perform or implement trade studies only when authorized by a properly executed contract modification signed by the Procuring Contracting Officer.

J. Failure Report, Analysis and Corrective Action System (FRACAS) for Aircraft Prior to Acceptance

1. A tailored FRACAS Program shall be maintained for the production aircraft. The Contractor shall continue a failure reporting process developed and implemented on previous V-22 contracts. Trends and failures shall be

analyzed and recommendations for corrective action shall be made to the Government through the applicable change (i.e., ECP) process. The affected Integrated Product Team (IPT) and/or engineering group shall participate in the analysis of corrective action determination. Reliability failure assessments shall be based upon manufacturing, supplier, and in-house data. Key elements of this requirement shall be:

a. Data Collection Criteria – Maintenance events and anomalies, including Built-In-Test (BIT), shall be reviewed. Maintenance events occurring during Government acceptance flights, prior to DD Form 250, shall be evaluated and classified for relevancy by the Contractor/Government Reliability and Maintainability Review Board.

b. Factory Data Collection – The Contractor's Reliability and Maintainability (R&M) group shall review the maintenance events and anomalies that occur during the manufacturing process at the Contractor's facility, including BIT. Anomalies requiring failure analysis investigation, as determined by the Contractor's R&M team, shall be entered into the FRACAS database.

c. Failure Database – The Contractor shall maintain a failure database similar to the databases developed and implemented on previous V-22 contracts. The failure database shall be used for:

- Failure scoring of pre-delivered aircraft data to verify achievement of the specified Quality Conformance Acceptance Criteria.
- IPT and supplier evaluation of reported failures and anomalies for corrective action implementation. This includes supplier site meetings to evaluate root cause analyses and corrective actions when required.

d. R&M Evaluation – R&M requirements shall be measured using data collected by the Contractor during aircraft build and acceptance. R&M evaluation shall consider supplier analyses and in-house testing. The Contractor's R&M group shall perform trend analysis to determine any unfavorable trends.

e. Suppliers – Based on observed failures under previous V-22 contracts, the projected production failures, and part criticality, selected suppliers with expected high failure rates may be placed on contract by the Contractor to support the failure reporting and corrective action process. Other suppliers whose observed failures were low and their projected production failure rates are expected to be low should be placed on contract by the Contractor for individual failure investigations on an as required basis. The supplier shall conduct a failure analysis of failed components and assist in determining recommendations for corrective action. The cost of component repair, rework, and retest shall not be directly charged to FRACAS, as these costs are chargeable to production aircraft CLINs.

K. [REDACTED]

L. Systems Engineering

1. The Contractor shall maintain all functions of Systems Engineering as per the latest approved V-22 Systems Engineering Management Plan (SEMP). The Contractor shall implement all systems engineering procedures for the V-22 program, for production, as per the approved SEMF in accordance with CDRL A00H. Updates to the SEMF shall be provided by the Contractor in accordance with CDRL A00H.

2. The Contractor shall maintain the V-22 Detailed Specification [REDACTED], as modified by the ECPs set forth in Attachment (3) including submittals for changes, updates to incorporate changes, and electronic deliveries in accordance with CDRL A007.

3. The Contractor shall perform Systems Engineering Management and Administration Recurring support. This effort includes the basic administrative functions to support Systems Engineering and Program Management Information Systems, collaboration tools, and/or databases, including [REDACTED]. Specific tasking includes, but is not limited to, V-22 Action Item Database support; support of meetings associated with production impacts resulting from Technical Interchange Meetings, Preliminary Design Reviews, and Critical Design Reviews, Functional configuration Audits, Physical configuration Audits, and First Article Inspections; and support of the Program Integration Team (PIT) IPT. This recurring administrative support also covers ECPs; however, the administrative effort associated with design reviews; systems engineering analysis and support; and specification changes, as well as preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

M. System Safety

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective System Safety Program in accordance with the approved System Safety Program Plan (SSPP), [REDACTED] referenced in the SEMP. The purpose of this program is to perform risk assessments to address safety issues associated with the V-22 aircraft in production status. Risk assessments shall indicate hazard severity and hazard probability using the hazard categorization matrix tailored for the V-22 program in accordance with the approved SSPP [REDACTED]. This includes risk assessments performed in conjunction with waivers and deviations. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address safety issues associated with the V-22 aircraft.

2. The Contractor, in conjunction with the Government System Safety managing activity, shall support the Systems Safety Working Group (SSWG) meetings to address production related safety issues. Meetings shall be held three (3) times per year. Contractor support of the SSWG shall be in accordance with the approved SSPP [REDACTED].

3. For identified safety issues associated with V-22 aircraft in production under this contract, the Contractor shall maintain closed-loop hazard tracking to ensure that hazard mitigations are implemented and effective and that the associated residual risk is identified. This effort shall include, but is not limited to, hazard mitigations, risks identified through Formal Risk Assessments, and/or hazards maintained in Safety Action Records (SARs). The Contractor shall update and maintain production related Formal Risk Assessments (FRAs) and SARs, as required.

N. Reliability & Maintainability (R&M) Flight Requirements

1. Final acceptance of the MV-22 and CV-22 aircraft shall be in accordance with the latest Government-approved V-22 Acceptance Test Procedures (ATP), Report No. [REDACTED], and shall include the successful execution of approximately [REDACTED] of R&M flights as detailed below, and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

2. The following outlines the requirements for R&M flights:

a. At the time the Contractor has successfully completed the ATP flights and prior to transferring the aircraft to the Government for Government ATP flights, the Contractor shall conduct no more than [REDACTED] of flight that represent squadron missions.

b. At the time the Government has successfully completed Government ATP flights and prior to aircraft acceptance via DD Form 250, the Government shall conduct approximately [REDACTED] of failure-free flight, that represent squadron missions.

3. Until otherwise directed by the PCO, the R&M flights shall continue through the delivery of the V-22 aircraft under this contract. The Contractor shall continue to maintain metrics for use by the PCO to assess the value of continuing the R&M flights through completion of this contract.

O. Aircraft Finish Specification

1. The Contractor shall maintain an aircraft finish specification [REDACTED] and shall submit revisions for Government approval in accordance with CDRL A00N.

P. Miscellaneous reports: The Contractor shall prepare and submit requests and reports related to material in accordance with CDRL A006.

Items 0002, 0102– The technical, administrative, financial, and other data called for in support of this contract shall be in accordance with Exhibits A and B.

Item 0101 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 MV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

Item 0106 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 CV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

The following have been modified:

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)(MAY 2006) - ALT I (MAY 2006)

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) In accordance with DFARS PGI 204.7108, numbered payment instruction "252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)" applies. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(f) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated
000101		
000102		
000103		
000601		
000602		
000603		
000604		
000605		
010101		
010601		
010602		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY)(NAVAIR) (AUG 1984)

(a) The amount presently available for payment and allotted to this contract for Item 0101 is [REDACTED] and Item 0106 is [REDACTED]. It is understood and agreed that such amount will permit performance of the said Item(s) 0101 and 0106 through [REDACTED]. The Contracting Officer may, by unilateral modification to this contract, extend the date specified above. If the date is extended, the amount allotted and available for payment under this contract will be increased by an amount sufficient for the extended period of performance. The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in the performance of the Item(s) specified above, which exceed the amount allotted and available for payment under this contract.

(b) If the Item(s) specified in paragraph (a) above are terminated on or before definitization of this contract, the maximum amount for which the Government shall be liable shall not exceed the amount then available for payment and allotted under this contract for the said Item(s). The termination settlement shall be limited to that material acquired, effort performed, or both, which are determined to have been necessary to protect the delivery schedule set forth in this contract for the Item(s) cited in paragraph (a) of this clause.

(c) Unless otherwise specifically stated in any change order, change orders issued under this advance acquisition contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above.

SECTION I - CONTRACT CLAUSES

The following have been modified:

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: Not Applicable.

[Contracting Officer shall insert the appropriate DHS contact information or website.]

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)

(a) Definitions. As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi), and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract there under with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall

commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST).....

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____
Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license

identifier) _____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the

Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

The following have been deleted:

52.203-14 Display of Hotline Poster(s) DEC 2007

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Exhibits A&B	(Items 0002) Contract Data Requirements List, DD Form 1423
Exhibit C	RESERVED
Exhibit D	RESERVED
Attachment 1	RESERVED
Attachment 2	██████████ dated 01 November 2012 (By reference)
Attachment 3	Engineering Change Proposal Baseline Changes dated 19 December 2012
Attachment 4	MV-22 and CV-22 Government Furnished Equipment List dated 19 December 2012
Attachment 5(a)	DD Form 254, Department of Defense Contractor Security Classification Specification – Bell dated 18 December 2012
Attachment 5(b)	DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing dated 11 December 2012
Attachment 6	██████████ August 2009 Rev. ██████
Attachment 7	██████████ dated 19 December 2012
Attachment 8	██████████ dated 13 December 2012

Contract N00019-12-C-2001 – Attachment (15) CRITICAL SAFETY ITEMS

The parties have not conducted a joint review of items contained within the V-22 aircraft baseline under this contract to determine which items meet the definition of DFARS 252.209-7010(a). Once performed, such review will result in a list of items to be set forth on this attachment which will be subject to the requirements of DFARS 252.209-7010. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 16 MAY 2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND SUITE 155, BLDG 2272 47123 BUSE ROAD UNIT 1PT PATUXENT RIVER MD 20670		CODE N00019	7. ADMINISTERED BY (If other than Item 6) DCMABOING PHILADELPHIA PO BOX 16659 PHILADELPHIA PA 19142-0859		CODE S3918A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOING JOINT PROJECT OFFICE ██████████ 401 TILTRATOR DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001
				X	10B. DATED (SEE ITEM 13) 29-Dec-2011
CODE 3B1R2		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: websterg135560 PID#N00019-13-F7-PMA-275-0251 The purpose of this modification is to increase the NTE value and provide additional FY13 APN Advance Procurement funding for CLIN 0101 (Long Lead-Time Items for FY14 Lot 18 MV-22 Aircraft).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) V-22 Business Director			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR ██████████ (Signature of person authorized to sign)			15C. DATE SIGNED 05/14/2014		15D. DATE SIGNED 16 MAY 2013

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

N00019-12-C-2001

P00004

Page 2 of 4

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The target cost has increased by [REDACTED]

The total cost of this line item has increased by [REDACTED]

SUBCLIN 010102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
010102	Funding for long lead items (APN FY13)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 010102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED]

SUBCLIN 010102:

Funding on SUBCLIN 010102 is initiated as follows:

ACRN: [REDACTED]

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Page 3 of 4

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: [REDACTED]

The following have been modified:

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)(MAY 2006) - ALT I (MAY 2006)

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) In accordance with DFARS PGI 204.7108, numbered payment instruction "252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)" applies. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(f) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated
000101	[REDACTED]	[REDACTED]
000102	[REDACTED]	[REDACTED]
000103	[REDACTED]	[REDACTED]
000601	[REDACTED]	[REDACTED]
000602	[REDACTED]	[REDACTED]
000603	[REDACTED]	[REDACTED]
000604	[REDACTED]	[REDACTED]
000605	[REDACTED]	[REDACTED]
010101	[REDACTED]	[REDACTED]
010102	[REDACTED]	[REDACTED]
010601	[REDACTED]	[REDACTED]
010602	[REDACTED]	[REDACTED]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

N00019-12-C-2001

P00004

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The following have been modified:

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY)(NAVAIR) (AUG 1984)

(a) The amount presently available for payment and allotted to this contract for [REDACTED] It is understood and agreed that such amount will permit performance of the said Item(s) 0101 and 0106 through [REDACTED] The Contracting Officer may, by unilateral modification to this contract, extend the date specified above. If the date is extended, the amount allotted and available for payment under this contract will be increased by an amount sufficient for the extended period of performance. The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in the performance of the Item(s) specified above, which exceed the amount allotted and available for payment under this contract.

(b) If the Item(s) specified in paragraph (a) above are terminated on or before definitization of this contract, the maximum amount for which the Government shall be liable shall not exceed the amount then available for payment and allotted under this contract for the said Item(s). The termination settlement shall be limited to that material acquired, effort performed, or both, which are determined to have been necessary to protect the delivery schedule set forth in this contract for the Item(s) cited in paragraph (a) of this clause.

(c) Unless otherwise specifically stated in any change order, change orders issued under this advance acquisition contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L	PAGE OF PAGES 1 61
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 12 JUN 2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)		
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND SUITE 155, BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670	CODE N00019	7. ADMINISTERED BY* (if other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16669 PHILADELPHIA PA 19142-0669			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE 401 TILLOTOR DR PLANT A AMARILLO TX 79111-1200		9A. AMENDMENT OF SOLICITATION NO.			
CODE 3B1P2		9B. DATED (SEE ITEM 11)			
FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001			
		X 10B. DATED (SEE ITEM 13) 29-Dec-2011			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H-3 and Mutual Agreement of the Parties.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 2 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: websterg135309 PID#N00019-13-P1-FUD85 The purpose of this modification is to award the V-22 Multi-Year contract for Lots 17-21 (Program Years 2013-2017).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNED (Type or print) V-22 Business Director					
15B.	15C. DATE SIGNED 06/07/2013				15D. DATE SIGNED 12 JUN 2013
(Signature of Contracting Officer)					

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

A definitized action has occurred in this modification

The CLIN extended description has changed from Lot 17 (Program Year 2013) to Lot 17 (Program Year 2013). The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN to Lot 17 (Program Year 2013).

The target cost has decreased by [REDACTED] from [REDACTED] to [REDACTED].

The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].

The unit price amount [REDACTED] has been added.

The cost constraint NTE has been deleted.

The ceiling price has decreased by [REDACTED] from [REDACTED] to [REDACTED].

The target profit percent has increased by [REDACTED] from [REDACTED] to [REDACTED].

The ceiling percent has increased by [REDACTED] from [REDACTED] to [REDACTED].

The PTA cost [REDACTED] has been added.

The PTA profit [REDACTED] has been added.

The PTA profit percent [REDACTED] has been added.

The government share above [REDACTED] has been added.

The government share below [REDACTED] has been added.

The target to ceiling spread has increased by [REDACTED] from [REDACTED] to [REDACTED].

The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000103

The FSC code 1510 has been added.

The PROG code A1A has been added.

The WSC Equipment code AVQ has been added.

The SIC code 3721 has been added.

The NAICS code 336411 has been added.

The MDAP/MAIS Code 212 has been added.

CLIN 0002

The CLIN description has changed from Data for Items 0001 and 0006 to Data for Items 0001, 0006 & Option 0003.

The FOB has changed from Origin to Destination.

CLIN 0003

The CLIN type priced has been added.
The CLIN description has changed from RESERVED to OPTION: MV-22 Aircraft.
The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The pricing detail quantity 1.00 has been added.
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].
The unit price amount [REDACTED] has been added.
The unit of issue Each has been added.
The option status has changed from No Status to Option.
The ceiling price [REDACTED] has been added.
The target profit percent [REDACTED] has been added.
The ceiling percent [REDACTED] has been added.
The PTA cost [REDACTED] has been added.
The PTA profit [REDACTED] has been added.
The PTA profit percent [REDACTED] has been added.
The government share above [REDACTED] has been added.
The government share below [REDACTED] has been added.
The target to ceiling spread [REDACTED] has been added.
The total cost of this line item has increased by [REDACTED] from UNDEFINED to [REDACTED].

CLIN 0006

A definitized action has occurred in this modification

The CLIN extended description has changed from Lot 17 (Program Year 2013)The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN to Lot 17 (Program Year 2013).

The target cost has decreased by [REDACTED] from [REDACTED] to [REDACTED].
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].
The unit price amount [REDACTED] has been added.
The cost constraint NTE has been deleted.
The ceiling price has increased by [REDACTED] from [REDACTED] to [REDACTED].
The target profit percent [REDACTED] has been added.
The ceiling percent has increased by [REDACTED] from [REDACTED] to [REDACTED].
The PTA cost [REDACTED] has been added.
The PTA profit [REDACTED] has been added.
The PTA profit percent [REDACTED] has been added.
The government share above [REDACTED] has been added.
The government share below [REDACTED] has been added.
The target to ceiling spread has increased by [REDACTED] from [REDACTED] to [REDACTED].
The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 0101

A definitized action has occurred in this modification

The CLIN description has changed from Long Lead-Time Items to MV-22 Aircraft - FY14.

The CLIN extended description has changed from For FY14 Lot 18 MV-22 Aircraft The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN to Lot 18 (Program Year 2014).

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The pricing detail quantity has increased by [REDACTED] from 1.00 to 19.00.
The target profit/fee has increased by [REDACTED] from \$0.00 to [REDACTED].

The unit price amount [REDACTED] has been added.
The unit of issue has changed from Lot to Each.
The cost constraint NTE has been deleted.
The ceiling price [REDACTED] has been added.
The target profit percent [REDACTED] has been added.
The ceiling percent [REDACTED] has been added.
The PTA cost [REDACTED] has been added.
The PTA profit [REDACTED] has been added.
The PTA profit percent [REDACTED] has been added.
The government share above [REDACTED] has been added.
The government share below [REDACTED] has been added.
The target to ceiling spread [REDACTED] has been added.
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 0102

The CLIN description has changed from RESERVED to Data for Items 0101, 0106 & Option 0107.
The CLIN extended description (Exhibits A & B) has been added.
The cost constraint NSP has been added.
The FOB has changed from Origin to Destination.

CLIN 0103

This CLIN has been renumbered to CLIN 0107.
The CLIN type priced has been added.
The CLIN description has changed from RESERVED to OPTION: CV-22 Aircraft.
The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The pricing detail quantity 1.00 has been added.
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].
The unit price amount [REDACTED] has been added.
The unit of issue Each has been added.
The option status has changed from No Status to Option.
The ceiling price [REDACTED] has been added.
The target profit percent [REDACTED] has been added.
The ceiling percent [REDACTED] has been added.
The PTA cost [REDACTED] has been added.
The PTA profit [REDACTED] has been added.
The PTA profit percent [REDACTED] has been added.
The government share above [REDACTED] has been added.
The government share below [REDACTED] has been added.
The target to ceiling spread [REDACTED] has been added.
The total cost of this line item has increased by [REDACTED] from UNDEFINED to [REDACTED].

CLIN 0106

A definitized action has occurred in this modification

The CLIN description has changed from Long Lead-Time Items to CV-22 Aircraft - FY14.
The CLIN extended description has changed from For FY14 Lot 18 CV-22 AircraftThe dollar value identified below is a NTE Target. to Lot 18 (Program Year 2014).
The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The pricing detail quantity has increased by 2.00 from 1.00 to 3.00.

The target profit/fee has increased by [REDACTED] from \$0.00 to [REDACTED].
The unit price amount [REDACTED] has been added.
The unit of issue has changed from Lot to Each.
The cost constraint NTE has been deleted.
The ceiling price [REDACTED] has been added.
The target profit percent [REDACTED] has been added.
The ceiling percent [REDACTED] has been added.
The PTA cost [REDACTED] has been added.
The PTA profit [REDACTED] has been added.
The PTA profit percent [REDACTED] has been added.
The government share above [REDACTED] has been added.
The government share below [REDACTED] has been added.
The target to ceiling spread [REDACTED] has been added.
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000104	Full Funding (FY13)(APN)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SUBCLIN 000606 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000606	Full Funding (USAF FY 13)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SUBCLIN 000607 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000607	Full Funding (SOCOM FY13)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SUBCLIN 010103 is added as follows:

ITEM SUPPLIES/SERVICES AMOUNT
NO
010103 Funding For Economic Ordering Quantity

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

CLIN 0103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103					[REDACTED]
	RESERVED				
	FPI				
				TARGET COST	[REDACTED]
				TARGET PROFIT	[REDACTED]
				TOTAL TARGET PRICE	[REDACTED]
				CEILING PRICE	[REDACTED]
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		[REDACTED]	Each	[REDACTED]	[REDACTED]
	MV-22 Aircraft - FY15				
	FPI				
	Lot 19 (Program Year 2015)				
	FOB: Origin				
				TARGET COST	[REDACTED]
				TARGET PROFIT	[REDACTED]
				TOTAL TARGET PRICE	[REDACTED]
				CEILING PRICE	[REDACTED]
				SHARE RATIO ABOVE TARGET	[REDACTED]
				SHARE RATIO BELOW TARGET	[REDACTED]

SUBCLIN 020101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
020101	Funding For Economic Ordering Quantity	
CIN:	ACRN	
PURCHASE REQUEST NUMBER:		

CLIN 0202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Data for Item 0201				
	FPI				
	(Exhibits A & B)				
	FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301			Each		
	MV-22 Aircraft - FY16				
	FPI				
	Lot 20 (Program Year 2016)				
	FOB: Origin				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

SUBCLIN 030101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
030101	Funding For Economic Ordering Quantity	
CIN:		
ACRN		
PURCHASE REQUEST NUMBER:		

CLIN 0302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302					
	Data for Item 0301				
	FPI				
	(Exhibits A & B)				
	FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401			Each		
	MV-22 Aircraft - FY17				
	FPI				
	Lot 21 (Program Year 2017)				
	FOB: Origin				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

SUBCLIN 040101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
040101	Funding For Economic Ordering Quantity	
CIN:		
	ACRN	

PURCHASE REQUEST NUMBER: [REDACTED]

CLIN 0402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	Data for Item 0401 FPI (Exhibits A & B) FOB: Destination				[REDACTED]
TARGET COST					[REDACTED]
TARGET PROFIT					[REDACTED]
TOTAL TARGET PRICE					[REDACTED]
CEILING PRICE					[REDACTED]
SHARE RATIO ABOVE TARGET					
SHARE RATIO BELOW TARGET					

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C STATEMENT OF WORK

1. Items 0001, Option Item 0003, 0101, 0201, 0301, and 0401 – The MV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the “as built configuration” defined by [REDACTED] as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the MV-22 aircraft. Further, the MV-22 aircraft to be furnished hereunder shall meet the technical / performance requirements defined in the [REDACTED] with the exception of those requirements set forth in [REDACTED], as modified by Attachment (3) Engineering Change Proposal (ECP) Baseline Changes. All documents listed above constitute the baseline configuration for the MV-22B aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the “as built configuration.” Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute Unique Identification (UID) in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the MV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00J and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the MV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Parts List, Attachment (10) and Economic Order Quantity (EOQ) items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The MV aircraft bureau numbers called for hereunder shall be serially numbered in sequence beginning with Lot 17 168601 through 168617, Lot 18 168618 through 168636, Option Item 0003 bureau number will be determined upon execution of the option, Lot 19 168637 through 168655, Lot 20 168656 through 168674, and Lot 21 168675 through 168692..

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the MV Aircraft are as set forth in the following table:

MV-22 Uninstalled Mission Kits	Lot 17	Lot 18	Option Item 0003	Lot 19	Lot 20	Lot 21
[REDACTED]	17	19	1	19	19	18
[REDACTED]	17	19	1	19	19	18

2. Items 0006, 0106, and Option Item 0107 - The CV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the "as built configuration" defined by [REDACTED], as modified by Attachment (3)

Engineering Change Proposal Baseline Changes. The three documents listed above reflect the production build-to information inclusive of drawings, parts / materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the CV-22 aircraft. Further, the CV-22 aircraft to be furnished hereunder shall meet the technical / performance requirements defined in [REDACTED]

[REDACTED] All documents listed above constitute the baseline configuration for the CV-22 aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan, NAVAIR Clause 5252.243-9505, Engineering Changes, and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the "as built configuration." Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the CV-22 aircraft shall be in accordance with [REDACTED]. Aircraft weight shall be reported in accordance with CDRLs A00K and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the CV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished

Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), and EOQ items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The CV aircraft called for hereunder shall be serially numbered in sequence beginning with Lot 17 130068 to 130071 and Lot 18 140072 through 140074, Option Item 0107 serial number will be determined upon execution of the option.,.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the CV Aircraft are as set forth in the following table:

CV-22 Uninstalled Mission Kits	Lot 17	Lot 18	Option Item 0107
[REDACTED]	4	3	1
[REDACTED]	4	3	1
[REDACTED]	4	3	1
[REDACTED]	4	3	1

[REDACTED]

3. Items 0001, Option Item 0003, 0006, 0101, 0106, Option Item 0107, 0201, 0301, and 0401 - In addition to the requirements specified above, the Contractor shall provide production engineering support, also referred to as other recurring engineering, in accordance with paragraphs A through N below:

A. Program Reviews / Reporting

1. Program Management Reviews: The Contractor shall conduct quarterly Program Management Reviews (PMR) between the Contractor's management team and the Government's Program Management team at the Contractor's facility or mutually agreed to locations. During these reviews, the Contractor shall present integrated cost, schedule, technical performance, obsolescence status, and quality metrics. Integrated Product Team leaders or functional managers shall be prepared to discuss cost, schedule status, technical performance, risk, and earned value as an integrating tool. The following shall be addressed: cost / schedule trends, significant cost / schedule / technical variances, projected impacts, quantified risk assessments and corrective action plans, as well as, continuous process improvement projects and results. The Contractor shall provide the PMR presentations, minutes, and action items in accordance with Contract Data Requirements List (CDRL) A00F.

2. Contractor Cost and Software Data Reporting (CSDR): The Cost Data Summary Report (CDSR), DD Form 1921, shall be prepared in accordance with CDRLs B001 (MV) and B002 (CV).

3. Functional Cost-Hour and Progress Curve Report: The Functional Cost-Hour and Progress Curve Report, DD Form 1921-1, shall be prepared in accordance with CDRLs B003 (MV) and B004 (CV).

4. Contract Work Breakdown Structure (CWBS): The Contractor shall develop and maintain the CWBS and CWBS dictionary using the work breakdown structure contained in the Contractor Cost and Software Data Reporting (CSDR), Attachment (9), and in accordance with CDRL B005 (MV) and B006 (CV).

5. Contractor Integrated Performance Management: Contractor Integrated Performance Management: DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), applies. The Cost Performance Report (CPR) and Integrated Master Schedule (IMS) shall be developed, maintained, updated / statused, and reported on a monthly basis per CDRL B009 and B008 requirements, respectively. The Contractor shall also provide Contract Funds Status Reports (CFSRs) in accordance with CDRL B007. The Contractor shall establish, maintain, and use in the performance of this contract an integrated management system compliant with the Industry Guidelines for Earned Value Management Systems (EVMS) ANSI / EIA-748-98 as determined by the cognizant Contracting Officer. An EVMS that has been formally validated and accepted by the cognizant Contracting Officer is required for cost or incentive contracts, subcontracts, and other agreements valued at or greater than [REDACTED] in then-year dollars. The application of these concepts shall provide for early indications of contract cost and schedule problems. Earned value assessments shall correlate with technical achievement. A Compliance Review of the Contractor's EVMS will not be performed unless the Government program manager determines that it is necessary from Integrated Baseline Review (IBR) results, surveillance, or cost and schedule data quality assessments.

6. In regard to DFARS. Clause 252-234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). The Contractor shall provide Contract Cost and Software Data Reporting (CSDR) in accordance with CDRLs B001, B002, B003, B004, B005, B006 and the CSDR Plan, Attachment (9).

7. Integrated Baseline Review (IBR): The Contractor shall review its performance measurement baseline plan with the Government within six months of the contract award and subsequently, when required, following major changes to the baseline. The Government will verify during the IBR, and when follow-on IBR(s) is / are required, that the Contractor has established and maintains a reliable performance measurement baseline. The Contractor shall ensure that the baseline includes the entire contract technical scope of work consistent with contract schedule requirements and that the Contractor has adequate resources assigned. The Contractor shall assure the Government that effective earned value methods are used to accurately status contract cost, schedule, and technical performance. The IBR shall be used to achieve a mutual understanding of the baseline plan, cost and schedule risk, and the underlying management processes used for planning and controlling the project.

8. Subcontract Cost / Schedule Management and Reporting: Significant critical non-fixed price subcontracts exceeding [REDACTED] in then-year dollars shall have applied to them the requirements of DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011); Integrated Master Schedule (DI-MGMT-81650); and the Contract Performance Report (DI-MGMT-81466A). For subcontracts valued at or greater than [REDACTED] but less than [REDACTED] in then-year dollars, the following statement applies: In regard to DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). EVMS flowdown to contracts of less than [REDACTED] in then-year dollars or Firm Fixed Price contracts that exceed [REDACTED] duration is a risk-based decision and will be mutually agreed between the Contractor and the Government.

9. Over Target Baseline (OTB)/Restructure: The Contractor may conclude that the baseline no longer represents a realistic plan in terms of budget / schedule execution. In the event the Contractor determines an OTB / Restructuring action is necessary, the Contractor must obtain Government approval prior to implementing an OTB / Restructuring action. The request shall also include detailed implementation procedures as well as an implementation timeframe. The Contractor shall not implement the OTB / Restructuring prior to receiving written approval from the Contracting Officer.

B. Configuration / Data Management

1. The Government will maintain configuration control and change authority for all Class I changes that includes modifications or changes affecting form, fit, function, or interface parameters of the aircraft, its assemblies, and sub-assemblies. The Contractor shall maintain configuration of the aircraft, its assemblies, and sub-assemblies in accordance with the Contractor's government-approved Configuration Management Plan (CMP) CDRL A00A. The

2. Any Class I or Class II change affecting any critical part shall be identified as such. The Contractor shall maintain a critical parts list (██████████).

4. The Contractor shall maintain the “as built” configuration data of all aircraft delivered under this contract. Deviation requests shall be prepared and submitted in accordance with CDRL A008.

6. The Contractor shall perform Configuration and Data Management Recurring support. This effort includes the basic administrative functions in the area of configuration and data management to support V-22 aircraft production. Specific tasking includes, but is not limited to, maintaining appropriate configuration databases, supporting Configuration Review Boards, coordination of all appropriate data requirements, providing responses to data inquiries, and maintaining a data library for the V-22 program. This recurring administrative support also covers the ECPs; the administrative effort associated with drawing and planning releases as well as preparation and submissions of CDRs for ECPs shall be included as part of the individual ECPs.

C. MV-22 and CV-22 Aircraft Acceptance Test Procedures

D. V-22 and Production Pilot Staff

E.

1.

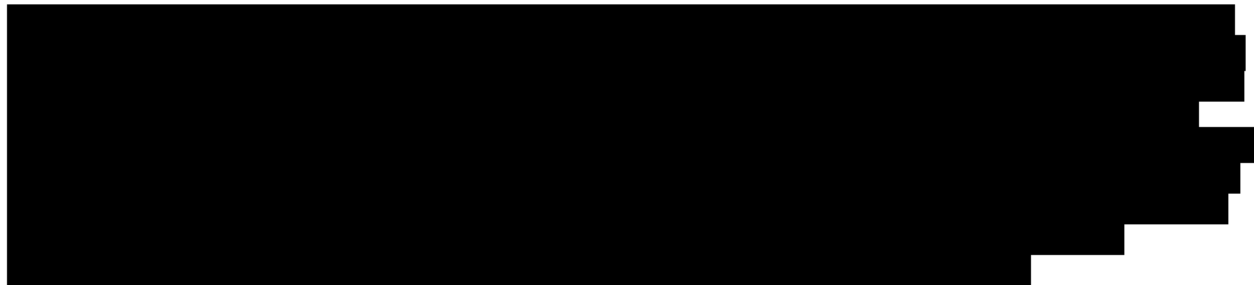
F. Quality Assurance

1. The Contractor shall maintain a Quality Assurance Program based on the approved V-22 Quality Assurance Program Plan (QAPP) (████████████████████). The QAPP shall be maintained to reflect the current quality system registration for both Bell and Boeing (CDRL A00R). The Contractor shall update and maintain a plan that describes how requirements in the contract are met and how the quality system elements applicable to those program requirements are controlled according to the provisions of AS9100 Revision C.

2. The Contractor shall, as outlined in AS9100C, Company Quality Policy, Quality Assurance Program Plan, and the Associated Corrective and Preventative Action Improvements Boards, ensure the following:

- Establish and maintain metric driven data to ensure corrective action
- Corrective Action Boards which are open and attended by the customer
- Root Cause and Corrective Action on identified systemic problems
- Implementation Plans (Corrective Action Plans)
- Annual goals and at least monthly reviews on performance to those goals

The Government shall be granted access to Prime Contractor data that reflects the aircraft “as built” status. This data is available in the company’s Manufacturing Execution System (MES) that provides planned maintenance, defect, non-conforming material, material review board, scrap, and job completion data.



3. The Contractor shall report quarterly progress toward established annual goals to the Government, during either regularly scheduled Production Program Reviews or Semi-Annual Quality Assurance Technical Coordination Meetings, at the contractor's facility. This includes performance to the Quality Assurance Program Plan and an assessment of the health of the Quality System.

4. Alert / Safe – Alert: The Alert / Safe - Alert GIDEP Form 97-1 shall be prepared and submitted in accordance with CDRL A001.

G. Security

1. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified and sensitive unclassified information in accordance with applicable security classification guides and security regulations. The Contractor shall control distribution of classified and sensitive unclassified information to persons with the applicable clearance and need to know. The Contractor shall ensure that foreign nationals assigned to, or employed by, the Contractor be provided access to only the information that has been approved for release for their assigned duties.

2. The Government’s Program Protection Plan (PPP) and all attachments will be provided in electronic format by the requiring program office and cognizant contracting officials to the Contractor as Government Furnished Information (GFI). The Contractor shall prepare, review, or revise, as required, the Program Protection Implementation Plan (PPIP). The Contractor shall prepare the PPIP in accordance with CDRL A003 when an approved revision to the Government PPP is provided.

[REDACTED]

[REDACTED]

5. The Contractor shall apply and use Distribution Statements in accordance with applicable regulations.

H. Quality Conformance Acceptance Testing (QCAT)

1. The Quality Conformance Acceptance Testing requires data collection during the customer production aircraft acceptance test flight(s) in accordance with [REDACTED] V-22 Acceptance Test Procedures, conducted at the Contractor's facility, and shall determine whether or not the production aircraft weapon systems offered for acceptance meet the desired reliability levels. The QCAT testing is not intended to constitute a special flight.

2. Each production aircraft weapon system, following the completion of contractor functional shakedown test flights, shall be submitted for customer acceptance flights followed by the maintenance needed to bring the Aircraft Weapon System to full operating capability. If a system and / or component fail a check and, after maintenance, a subsequent flight is necessary, only those sequences requiring a recheck must be re-flown.

3. Data from the last 100 flight hours accumulated during customer flights will be collected and evaluated for the quality conformance. As each flight is completed and analyzed, data from that flight will be added to the database and data from the earliest flight will be dropped as required to maintain a continuously updated 100-flight hour sample. [REDACTED]

4. The data collected will be reviewed by the Contractor and customer at the scheduled Reliability and Maintainability Review Board (RMRB) meeting and will be scored as to its chargeability to the Reliability requirement of [REDACTED]. Data results will be integrated into the V-22 Failure Report, Analysis and Corrective Action System (FRACAS) Database.

I. Hazardous Materials and Environmental Management

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective Hazardous Materials (HAZMAT) Environmental Management Program in accordance with National Aerospace Standard 411, "Hazardous Materials Management Program," dated July 1993, with Revision 1, dated 11 March 1994, and Revision 2, dated 29 April 1994, in support of aircraft production activities. The purpose of this program is to eliminate or reduce (where elimination is not feasible) the use and improper disposal of hazardous materials. The emphasis shall be on eliminating or reducing those hazards that are used or generated during the fabrication of the aircraft and its associated support items. Hazardous materials for the purpose of this contract shall be those materials identified in Sections 2.0 and 2.1 of the V-22 LRIP Hazardous Material Management Program (HMMP) Plan, [REDACTED].

2. The Contractor's HAZMAT Management Program under the scope of this contract shall address the production phase of the V-22 aircraft to optimize performance and operational requirements and comply with environmental laws and regulations. The program shall also evaluate the costs associated with the use, handling, treatment, and / or

disposal of the hazardous materials and by products not addressed under the Engineering and Management Development (EMD) contract that are introduced throughout production in conjunction with the costs of using alternative (non-HAZMAT) materials.

3. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address environmental issues associated with the V-22 aircraft.

4. Title VI, Section 604 of the Clean Air Act calls for the elimination of the production of Class I Ozone Depleting Substances (ODS) by January 1, 2000; therefore, no Class I ODS(s), as defined in Title VI of the Clean Air Act, nor materials containing Class I ODS(s) as an ingredient, shall be approved for use during production of the V-22 aircraft except when authorized by the Procuring Contracting Officer in accordance with approval obtained under the Department of Defense Federal Acquisition Regulations Supplement, Subpart 223.8.

5. The V-22 LRIP HMMP Plan [REDACTED], shall be used as the V-22 HMMP Plan. The Contractor shall update the HMMP Plan in accordance with CDRL A00B. Subsequent updates shall be prepared and submitted upon Government and Contractor concurrence.

6. The Contractor shall support the Environmental Process Action Team (EPAT) meetings in support of aircraft production activities.

7. Updates to the HMMP Report shall be provided by the Contractor for changes only to reflect the NAS 411 "Hazardous Materials Management Program" report requirements as tailored herein in accordance with CDRL A002.

8. NAS 411 paragraphs 4.4 and 4.4.1 are tailored as follows:

4.4 – The Contractor shall maintain the existing HAZMAT database.

4.4.1 – Identification of any new hazardous materials proposed for use by the Contractor in support of the V-22 aircraft produced under this contract and for HAZMATs not addressed under EMD and previous Lots 1 through 16 contracts that are introduced in new or redesigned end item hardware that require special handling and disposal to include:

(a) Hazardous material/waste name;

(b) Usage (Technical documentation and/or Specs or standards that require the use of the Hazardous material).

9. Based on the results of any HAZMAT identification in support of production aircraft, under paragraph 4.3.2 of NAS 411, the Contractor shall recommend trade study candidates to the Government. The Contractor shall perform or implement trade studies only when authorized by a properly executed contract modification signed by the Procuring Contracting Officer.

J. Failure Report, Analysis, and Corrective Action System (FRACAS) for Aircraft Prior to Acceptance

1. A tailored FRACAS Program shall be maintained for the production aircraft. The Contractor shall continue a failure reporting process developed and implemented on previous V-22 contracts. Trends and failures shall be analyzed and recommendations for corrective action shall be made to the Government through the applicable change (i.e., ECP) process. The affected Integrated Product Team (IPT) and / or engineering group shall participate in the analysis of corrective action determination. Reliability failure assessments shall be based upon manufacturing, supplier, and in-house data. Key elements of this requirement shall be:

a. Data Collection Criteria – Maintenance events and anomalies, including Built-In-Test (BIT), shall be reviewed. Maintenance events occurring during Government acceptance flights, prior to DD Form 250, shall be evaluated and classified for relevancy by the Contractor / Government Reliability and Maintainability Review Board.

b. Factory Data Collection – The Contractor's Reliability and Maintainability (R&M) group shall review the maintenance events and anomalies that occur during the manufacturing process at the Contractor's facility, including BIT. Anomalies requiring failure analysis investigation, as determined by the Contractor's R&M team, shall be entered into the FRACAS database.

c. Failure Database – The Contractor shall maintain a failure database similar to the databases developed and implemented on previous V-22 contracts. The failure database shall be used for:

- Failure scoring of pre-delivered aircraft data to verify achievement of the specified Quality Conformance Acceptance Criteria.
- IPT and supplier evaluation of reported failures and anomalies for corrective action implementation. This includes supplier site meetings to evaluate root cause analyses and corrective actions when required.

d. R&M Evaluation – R&M requirements shall be measured using data collected by the Contractor during aircraft build and acceptance. R&M evaluation shall consider supplier analyses and in-house testing. The Contractor's R&M group shall perform trend analysis to determine any unfavorable trends.

e. Suppliers – Based on observed failures under previous V-22 contracts, the projected production failures, and part criticality, selected suppliers with expected high failure rates may be placed on contract by the Contractor to support the failure reporting and corrective action process. Other suppliers whose observed failures were low and their projected production failure rates are expected to be low should be placed on contract by the Contractor for individual failure investigations on an as required basis. The supplier shall conduct a failure analysis of failed components and assist in determining recommendations for corrective action. The cost of component repair, rework, and retest shall not be directly charged to FRACAS, as these costs are chargeable to production aircraft CLINs.

[REDACTED]

[REDACTED]

L. Systems Engineering

1. The Contractor shall maintain all functions of Systems Engineering as per the latest approved V-22 Systems Engineering Management Plan (SEMP). The Contractor shall implement all systems engineering procedures for the V-22 program, for production, as per the approved SEM in accordance with CDRL A00H. Updates to the SEM shall be provided by the Contractor in accordance with CDRL A00H.

2. The Contractor shall maintain the V-22 Detailed Specification [REDACTED] thereto, as modified by the ECPs set forth in Attachment (3) including submittals for changes, updates to incorporate changes, and electronic deliveries in accordance with CDRL A007.

3. The Contractor shall perform Systems Engineering Management and Administration Recurring support. This effort includes the basic administrative functions to support Systems Engineering and Program Management Information Systems, collaboration tools, and/or databases, including [REDACTED]. Specific tasking includes, but is not limited to, V-22 Action Item Database support; support of meetings associated with production impacts resulting from Technical Interchange Meetings, Preliminary Design Reviews, and Critical Design Reviews, Functional configuration Audits, Physical configuration Audits, and First Article Inspections; and support of the Program Integration Team (PIT) IPT. This recurring administrative support also covers ECPs; however, the administrative effort associated with design reviews, systems engineering analysis and support, and specification changes, as well as, preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

M. System Safety

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective System Safety Program in accordance with the approved System Safety Program Plan (SSPP), [REDACTED] referenced in the SEMP. The purpose of this program is to perform risk assessments to address safety issues associated with the V-22 aircraft in production status. Risk assessments shall indicate hazard severity and hazard probability using the hazard categorization matrix tailored for the V-22 program in accordance with the approved SSPP [REDACTED]. This includes risk assessments performed in conjunction with waivers and deviations. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address safety issues associated with the V-22 aircraft.

2. The Contractor, in conjunction with the Government System Safety managing activity, shall support the Systems Safety Working Group (SSWG) meetings to address production related safety issues. Meetings shall be held three (3) times per year. Contractor support of the SSWG shall be in accordance with the approved SSPP [REDACTED].

3. For identified safety issues associated with V-22 aircraft in production under this contract, the Contractor shall maintain closed-loop hazard tracking to ensure that hazard mitigations are implemented and effective and that the associated residual risk is identified. This effort shall include, but is not limited to, hazard mitigations, risks identified through Formal Risk Assessments, and / or hazards maintained in Safety Action Records (SARs). The Contractor shall update and maintain production related Formal Risk Assessments (FRAs) and SARs, as required.

N. Reliability & Maintainability (R&M) Flight Requirements

1. Final acceptance of the MV-22 and CV-22 aircraft shall be in accordance with the latest Government-approved V-22 Acceptance Test Procedures (ATP), Report No. [REDACTED], and shall include the successful execution of approximately [REDACTED] of R&M flights as detailed below, and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

2. The following outlines the requirements for R&M flights:

a. At the time the Contractor has successfully completed the ATP flights and prior to transferring the aircraft to the Government for Government ATP flights, the Contractor shall conduct no more than [REDACTED] of flight that represent operational missions.

b. At the time the Government has successfully completed Government ATP flights and prior to aircraft acceptance via DD Form 250, the Government shall conduct approximately [REDACTED] of failure-free flight, that represent operational missions.

3. Until otherwise directed by the PCO, the R&M flights shall continue through the delivery of the V-22 aircraft under this contract. The Contractor shall continue to maintain metrics for use by the PCO to assess the value of continuing the R&M flights through completion of this contract.

O. Aircraft Finish Specification

1. The Contractor shall maintain an aircraft finish specification () and shall submit revisions for Government approval in accordance with CDRL A00N.

P. Miscellaneous reports: The Contractor shall prepare and submit requests and reports related to material in accordance with CDRL A006.

Items 0002, 0102, 0202, 0302, 0402 – The technical, administrative, financial, and other data called for in support of this contract shall be in accordance with Exhibits A and B.

Item 0101 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 MV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

Item 0106 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 CV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

SECTION D - PACKAGING AND MARKING

The following have been modified:

SECTION D

Items 0001, Option Item 0003, 0101, 0201, 0301, and 0401 – The uninstalled MV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing commercial practices to ensure safe delivery at the final destination.

Items 0002, 0102, 0202, 0302, and 0402 – The data to be furnished hereunder shall be packaged and marked in accordance with the best commercial practices and the applicable Contract Data Requirements List (CDRL), DD Form 1423 (Exhibits A & B).

Items 0006, 0106, and Option Item 0107 - The uninstalled CV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing commercial practices to ensure safe delivery at the final destination.

Items 0003 through 0005 and 0103 through 0105 - Reserved

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000104:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000606:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000607:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 010103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 020101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 030101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 040101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0402:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been modified:

SECTION E

Items 0001, Option Item 0003, 0006, 0101, 0106, Option Item 0107, 0201, 0301, and 0401 – Inspection and final acceptance of the MV-22 and CV-22 aircraft to be furnished hereunder, shall be made at the Contractor's plant in Amarillo, TX, or at such location/plants as designated by the PCO and/or ACO of the cognizant representative of the Defense Contract Management Agency (DCMA). Final acceptance of the MV-22 and CV-22 aircraft, including the uninstalled mission kits identified in Section C, shall be in accordance with the Government approved V-22 Acceptance Test Procedure for production lots, [REDACTED] and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250. Inspection and acceptance of the uninstalled MV-22 and CV-22 Mission Kits identified in Section C shall be made at the Contractor's plants in Fort Worth, TX; Ridley Park, PA; and at Amarillo, TX or at such locations/plants as designated by the ACO of the cognizant representative of the DCMA and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

Items 0002, 0102, 0202, 0302, and 0402 – Inspection and acceptance of each item of data called for hereunder shall be in accordance with the applicable Contract Data Requirements List, DD Form 1423.

Items 0003 through 0005 and 0103 through 0105 - Reserved

The following have been deleted:

5252.246-9528	INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)	OCT 2005
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SECTION F - DELIVERIES OR PERFORMANCE

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001			BELL BOEING JOINT PROJECT OFFICE 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104		N/A	N/A FOB: N/A	
0002	N/A	N/A	N/A	N/A

0003			BELL BOEING JOINT PROJECT OFFICE 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006			BELL BOEING JOINT PROJECT OFFICE 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0006			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0006			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0006			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
000601	N/A	N/A	N/A	N/A
000602	N/A	N/A	N/A	N/A
000603	N/A	N/A	N/A	N/A
000604	N/A	N/A	N/A	N/A
000605	N/A	N/A	N/A	N/A
000606		N/A	N/A FOB: N/A	
000607		N/A	N/A FOB: N/A	
0101			BELL BOEING JOINT PROJECT OFFICE 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0101			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101			(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2

0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
010101	N/A	N/A	N/A	N/A
010102	[REDACTED]	N/A	N/A FOB: N/A	
010103	[REDACTED]	N/A	N/A FOB: N/A	
0102	N/A	N/A	N/A	N/A
0103	N/A	N/A	N/A	N/A
0104	N/A	N/A	N/A	N/A
0105	N/A	N/A	N/A	N/A
0106	[REDACTED]	█	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0106	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0106	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
010601	N/A	N/A	N/A	N/A

010602	N/A	N/A	N/A	N/A
0107	[REDACTED]	[REDACTED]	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	[REDACTED]	[REDACTED]	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
020101	[REDACTED]	N/A	N/A FOB: N/A	
0202	N/A	N/A	N/A	N/A
0301	[REDACTED]	[REDACTED]	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

OPTION ITEM DELIVERY DATES

The name “[REDACTED]” listed in the delivery addresses in the table above should read as “N/A”.

SECTION F

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total																																												
0001	2014													17																																												
	2015																																																									
0101	2015																								19																																	
	2016																																																									
0201	2016																																			19																						
	2017																																																									
0301	2017																																														19											
	2018																																																									
0401	2018																																																									18
	2019																																																									

Option Item 0003 – The delivery schedule will be established by mutual agreement of the parties if the option is exercised.

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier's equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor's plant at Amarillo, TX or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant contract administration office when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly en route between the Contractor's shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Items 0001, Option Item 0003, 0101, 0201, 0301, and 0401 – F.O.B. Origin: The uninstalled MV-22 aircraft mission kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Marine Corps, if the aircraft are being delivered to MCAS New River, NC:

V-22 Class Desk
MAL-26 Supply Building AS-541
MCAS New River
Jacksonville, NC 28545-1001
Phone 901-449-7237

If the aircraft is being delivered to MCAS Miramar, CA:

Marine Aviation Logistics Squadron 16
Supply Building K7209
MCAS Miramar, CA 92145

RMWS Mission Kits address:

NSWC Crane
300 HWY 361
Code 4082, Bldg 3218, Jim Buechler
Crane, IN 47522
Phone: 812-854-5744
James.Buechler@navy.mil

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Items 0002, 0102, 0202, 0302, and 0402 – The data called for hereunder shall be delivered in accordance with Exhibits A and B, Contract Data Requirements List, DD Form 1423, and may be delivered in a medium (e.g., printed on paper, digitally on computer network or disk, or CD ROM) which is mutually agreeable to both the Contractor and the Government. The digital data provided by computer network will be considered delivered to the

Government when the digital file is successfully opened (with return receipt provided) at the designated Government server.

Items 0004 and 0005 – RESERVED

Items 0006 and 0106 – The CV aircraft to be furnished hereunder shall be delivered to the Government in accordance with the following schedule. Early delivery is acceptable.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0006	2014													4
	2015													
0106	2015													3
	2016													

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier's equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor's plant at Amarillo, TX or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant DCMA when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly enroute between the Contractor's shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Option Item 0107 – The delivery schedule will be established by mutual agreement of the parties if the option is exercised.

Items 0006, 0106, and Option Item 0107 – F.O.B. Origin: The uninstalled CV Mission Kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Air Force, if the aircraft is being delivered to Hurlburt Field AFB:

V-22 Equipment Inventory List Program Manager
1 SOHMXS/8 AMU
185 Brims Street
BLDG 91266
Hurlburt Field, FL 32544
DSN: 641-2808 COMM: 850-881-2808

If the aircraft is being delivered to Kirtland AFB:

V-22 Equipment Inventory List Program Manager
71st AMU 4300 Hangar Rd SE Bldg 1000A
Kirtland AFB, NM 87117
DSN 246-0919 Commercial 505-846-0919

If the aircraft are being delivered to Cannon AFB:

V-22 Equipment Inventory List Program Manager
614 Liberator Ave. BLDG 208
Cannon AFB, NM 88103

RMWS Mission Kits address:

NSWC Crane
300 HWY 361
Code 4082, Bldg 3218, Jim Buechler
Crane, IN 47522
Phone: 812-854-5744
James.Buechler@navy.mil

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Items 0103 through 0105 – RESERVED

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
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See Attachments (4a) and (4b)

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

Boeing DODAAC code is Q90357
Bell DODAAC Code is Q99490

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED]
from [REDACTED] to [REDACTED]

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 000606:

Funding on SUBCLIN 000606 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

SUBCLIN 000607:

Funding on SUBCLIN 000607 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 010103:

Funding on SUBCLIN 010103 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 020101:

Funding on SUBCLIN 020101 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 030101:

Funding on SUBCLIN 030101 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 040101:

Funding on SUBCLIN 040101 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: XXXXXXXXXX

The following have been added by full text:

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

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to:

Primary ACO:

DCMA – Boeing Helicopter
P.O. Box 16859
Philadelphia, PA 19142-0859

Secondary ACO:

DCMA – Bell Helicopter
P.O. Box 1605
Ft. Worth, TX 76101-1605

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

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

Functions Retained	Retained for Performance By:
None	

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
None	None

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

The following have been deleted:

5252.232-9501	SUBMISSION OF INVOICES (FIXED PRICE)	OCT 2005
5252.232-9504 Alt I	SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (MAY 2006)- Alt I	MAY 2006
5252.242-9511	CONTRACT ADMINISTRATION DATA	MAR 2008

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

[REDACTED]

[REDACTED]

H-15

H-15 AGREEMENT TO ADD PERFORMANCE-BASED PAYMENTS

The parties have agreed to enter into a Performance-Based Payment contract, in which financing will be provided to the Contractor in the form of performance-based payments; the baseline price and production schedule is based upon this agreement and understanding. Currently the contract contains FAR 52.232-16, Progress Payments (APRIL 2012) under which payments are currently pending. The pending progress payments under FAR 52.232-16 prevent the addition of Performance-Based Payment-related attachments and clauses to the contract while those payments are processed. It is the intent and agreement of the parties that the contract will be modified by 30 June 2013 (when doing so will not impact pending progress payments) to include the Performance-Based Payment Milestone Plan and Payment Schedules, as well as FAR Clause 52.232-32, Performance-Based Payments (APRIL 2012), and G-01, Administration of FAR Clause 52.232-32, Performance-Based Payments, and any other attachment necessary to reflect the intent of the parties and effect this change. Once these Performance-Based Payment-related attachments and clauses are inserted into the contract the FAR 52.232-16, Progress Payments clause will be deleted.

H-4 VARIATION IN QUANTITY (UPW

H-4 VARIATION IN QUANTITY (UPWARD ADJUSTMENT)

1. This clause establishes the parties' agreement that the Government shall have the unilateral right on multiple occasions to increase the quantity of MV-22 aircraft set forth in Section B subject to the terms of this clause, including the time limits and permissible quantity variances. The limits set forth in this clause are separate and distinct from any separately priced option line items set forth in Section B of this contract (e.g., Option Items 0003 and 0107) and/or options established pursuant to separate authority (e.g., FAR 52.217-7).

2. Should the Government increase aircraft quantities, the target unit cost, target unit profit, target unit price, ceiling price, and the share ratios for the additional MV-22 aircraft for each production lot shall be as indicated for each quantity range as set out in the below table. However, should the Government increase the quantities in support of a Foreign Military Sale (FMS), the parties agree that below table prices do not include costs, profit and fees particular to the FMS aircraft, including, but not limited to, the following:

- a) Any country unique Industrial Participation costs;

- b) Any alternate equipment or configuration items, beyond the configuration identified in paragraph (4) below, including, but not limited to, non-recurring engineering and qualification of hardware and installation provisions, hardware and appurtenances thereto, and any removal/installation to a MV-22 aircraft as may be required;
- c) Preparation and delivery of the aircraft to the FMS customer;
- d) Travel to an FMS customer location;
- e) Obsolescence impacts;
- f) G&A rate variances for the FMS customer

3. Any aircraft quantity increase made in accordance with this clause will result in mutually agreeable adjustments to the aircraft delivery schedule stated in Section F, Deliveries or Performance, of this contract. At the time of aircraft quantity increase, delivery dates will be established assessing lead times and integration into an efficient production line. FMS aircraft shall be assumed to DD250 at the Contractor plant at Amarillo, TX.

4. The pricing set forth in the table in paragraph 5 below reflects the MV-22 Block C aircraft configuration current as of the time of the award of modification P00002 to this contract [REDACTED]. As subsequent modifications are issued, the prices below will be updated, as appropriate, to reflect the most current configuration. For FMS sales, an ECP or proposal will be submitted to reflect a price adjustment, if any, in accordance with paragraph 2 above.

5. In the event the Government intends to make an upward adjustment to aircraft quantities in accordance with this clause, the Government shall award the aircraft quantity increase in accordance with this clause no later than the date specified in the below table.

Max Aircraft Quantity Increase				
<i>Not Later Than Award Date</i>	<i>Not Applicable</i>	[REDACTED]	[REDACTED]	[REDACTED]
Target Unit Cost		[REDACTED]	[REDACTED]	[REDACTED]
Target Unit Profit		[REDACTED]	[REDACTED]	[REDACTED]
Target Unit Price		[REDACTED]	[REDACTED]	[REDACTED]
Ceiling Percentage of Target Cost		[REDACTED]	[REDACTED]	[REDACTED]
Underrun Share Ratio		[REDACTED]	[REDACTED]	[REDACTED]
Overrun Share Ratio		[REDACTED]	[REDACTED]	[REDACTED]
<i>Not Later Than Award Date</i>	<i>Not Applicable</i>	[REDACTED]		
Target Unit Cost		[REDACTED]		
Target Unit Profit		[REDACTED]		
Target Unit Price		[REDACTED]		

Ceiling Percentage of Target Cost				
Underrun Share Ratio				
Overrun Share Ratio				
<i>Not Later Than Award Date</i>				
Target Unit Cost				
Target Unit Profit				
Target Unit Price				
Ceiling Percentage of Target Cost				
Underrun Share Ratio				
Overrun Share Ratio				

H-9 CANCELLATION

H-9 CANCELLATION

This clause supplements FAR Clause 52.217-2, Cancellation Under Multi-Year Contracts (OCT 1997). Cancellation dates and corresponding cancellation ceilings applicable to FAR Clause 52.217-2 are identified in paragraphs (a) and (b) below.

(a) If the Government intends to exercise its right of cancellation under this contract, the Government shall provide electronic or written notice to the Contractor on or before the cancellation dates specified below, unless extended by mutual agreement of the parties.

Program Years

Cancellation Dates

(b) If the Government exercises its right of cancellation under this contract, the Contractor's maximum cancellation charge for the specific program years cancelled shall not be greater than the cancellation ceiling specified below:

Cancelled Program Years

Cancellation Ceiling

(c) Once any Item or Informational Subline Item is authorized and funded, it is not subject to cancellation. Any termination of the authorized and funded Item or Informational Subline Item shall be made pursuant to FAR Clause 52.249-2, Termination for Convenience of the Government (Fixed-Price) (APR 2012), or FAR Clause 52.249-8, Default (Fixed-Price Supply and Service) (APR 1984), of this contract.

LIM OF GOV LIABILITY MYP

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY (NAVAIR) (AUG 1984) (VARIATION)

1. Performance under this contract is contingent upon the appropriation of funds. Therefore, in performing this contract, the Contractor is not authorized to make expenditures or incur obligations, and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in excess of the amounts that the Contracting Officer has specified in Section B as available for contract performance.

Amount available for contract performance: [REDACTED]

Fiscal year funding will be provided on or before the funding dates set forth below, unless those dates are extended by mutual agreement of the parties.

<u>Fiscal Year</u>	<u>Funding Date</u>
--------------------	---------------------

[REDACTED]	
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2. If this contract is terminated for the convenience of the Government in part, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance.

3. In accordance with FAR 17.106-1(h), if this contract is terminated for the convenience of the Government in whole, including requirements subject to cancellation, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance, plus the cancellation ceiling, which is [REDACTED] for all cancelled program years.

4. Unless otherwise specifically stated in any change order, change orders issued under this contract shall not increase the limitation of Government liability established in this clause.

The following have been modified:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT
(NAVAIR) (MAY 2012)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

N00019-93-C-0006

N00019-96-C-0054

N00019-00-C-0183

N00019-03-C-3017

N00019-03-C-6517

N00019-04-C-0012

N00019-05-C-0002
N00019-06-C-0292
N00019-07-C-0001

- (2) Government furnished property to be provided under this contract:
See Attachments (4a) and (4b)
- (3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:
See Attachmenta (4a) and (4b)
- (4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.
NONE
- (b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.
- (c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.
- (d) The contractor is responsible for scheduling the use of all property covered by this clause either under this contract or any other contracts under which use of such property is authorized.

The following have been deleted:

H-12 RESERVED
H-3
H-4 RESERVED
H-9 RESERVED

52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
5252.216-9504	LIMITATION OF GOVERNMENT LIABILITY	AUG 1984

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-7	Central Contractor Registration	DEC 2012
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.233-3	Protest After Award	AUG 1996
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012

252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	MAR 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.234-7004	Cost and Software Data Reporting System.	NOV 2010
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2013

The following have been added by full text:
252.204-7004 ALTERNATE A

Central Contractor Registration, Alternate A (FEB 2013)

As prescribed in [204.1105](#), substitute the following paragraph (a) for paragraph (a) of the provision at FAR 52.204-7:

(a) *Definitions.* As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor’s CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has

marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

252.211-7007 (NOV 2008)

252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)

(a) *Definitions.* As used in this clause—

“2D data matrix symbol” means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology – International Symbology Specification – Data Matrix.

“Acquisition cost,” for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item’s fair market value.

“Concatenated unique item identifier” means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor’s property internal identification, i.e., tag number is recognized as the serial number; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

“Government-furnished equipment” means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

“Item” means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through

incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Sensitive item” means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Special test equipment” means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

“Special tooling” means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Virtual UII” means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor’s property internal identification, i.e., tag number.

(b) *Requirement for item unique identification of Government-furnished equipment.* Except as provided in paragraph (c) of this clause—

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are—

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) *Exceptions.* Paragraph (b) of this clause does not apply to—

(1) Government-furnished material;

- (2) Reparables;
- (3) Contractor-acquired property;
- (4) Property under any statutory leasing authority;
- (5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (6) Intellectual property or software; or
- (7) Real property.

(d) *Procedures for establishing UIIs.* To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Parent UII.
- (2) Concatenated UII.
- (3) Received/Sent (shipped) date.
- (4) Status code.
- (5) Current part number (if different from the original part number).
- (6) Current part number effective date.
- (7) Category code ("E" for equipment).
- (8) Contract number.
- (9) Commercial and Government Entity (CAGE) code.
- (10) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to “one (1)”.

(e) *Procedures for updating the DoD IUID Registry.* The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items—

(1) Delivered or shipped from the Contractor’s plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(3) Disposed of; or

(4) Transferred to a follow-on or other contract.

(End of clause)

252.227-7013 FILL-IN

See Attachment 17(a) for Bell-Boeing’s Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data Made Under DFARs Clause 252.227-7013, “Rights in Technical Data – Noncommercial Items.”

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 in accordance with the schedule below:



252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: Not Applicable [Contracting Officer shall insert the appropriate DHS contact information or website.]

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

The following have been modified:

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)

(a) *Definitions.* As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi), and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the

clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract there under with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for

transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished with Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST).....
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See Attachment 17(b).

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause

such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____
Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

The following have been deleted:

CLAUSE DELETION

52.204-7	Central Contractor Registration	AUG 2012
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-24	Limitation Of Government Liability	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
252.203-7003	Agency Office of the Inspector General	APR 2012
252.203-7004	Display of Fraud Hotline Poster	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.217-7027	Contract Definitization	OCT 1998
252.225-7000	Buy American--Balance Of Payments Program Certificate	JUN 2012
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2012
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	JUN 2012
252.226-7000	Notice Of Historically Black College Or University And Minority Institution Set Aside	APR 1994
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012

The following were previously included by reference and are now included by full text:

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)

(a) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in

paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data. *

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and (E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____
Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights _____
Contract No. _____
Contractor Name _____
Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings*.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data*.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers*.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor

or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Exhibits A&B	(Item 0002, 0102, 0202, 0302, and 0402) Contract Data Requirements List, DD Form 1423 (Updated in MYPII Defin Mod P00005)
Exhibit C	RESERVED
Exhibit D	RESERVED
Attachment 1	RESERVED
Attachment 2	████████████████████ dated 01 November 2012 (By reference)
Attachment 3	Engineering Change Proposal Baseline Changes dated 06 June 2013 (Updated in MYPII Defin Mod P00005)
Attachment 4(a)	Government Furnished Equipment Detail List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)
Attachment 4(b)	MV-22 and CV-22 Government Furnished Equipment List dated 11 December 2012 (Updated in MYPII Defin Mod P00005)
Attachment 5(a)	DD Form 254, Department of Defense Contractor Security Classification Specification – Bell dated 18 December 2012
Attachment 5(b)	DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing dated 11 December 2012
Attachment 6	Draft V-22 Obsolescence Management Plan, August 2009 Rev. C–
Attachment 7	████████████████████ dated 19 December 2012
Attachment 8	████████████████████ April 2013 (Updated in MYPII Defin Mod P00005)
Attachment 9(a)	Contractor Cost and Software Data Reporting Plan (CSDR) Plan - Bell dated 10 December 2012

Attachment 9(b) CSDR Plan – Boeing 10 December 2012

Attachment 9(c) CSDR Plan – Bell Boeing dated 10 December 2012

Attachment 10 Long Lead-Time Items Parts List dated 21 December 2011

Attachment 11 Economic Ordering Quantity Components, Materials, and Parts List, dated 15 May 2013
(Incorporated in MYPII Defin Mod P00005)

Attachment 12 UID Parts Marking List dated 13 December 2012

Attachment 13 Small Business Subcontracting Plan, JPO-9055-13V dated 31 January 2013 (Incorporated in
MYPII Defin Mod P00005)


Attachment 14 Distribution Statements

Attachment 15 Critical Safety Items (Rev A)

Attachment 16 Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012

Attachment 17(a) Bell Boeing Identification and Assertion of Restrictions on the Government’s Use, Release, or
Disclosure of Technical Data made under DFARS 252.227-7013, “Rights in Technical Data –
Noncommercial Items” (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V, dated 30
May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)

Attachment 17(b) Bell Boeing Identification and Assertion of Restrictions on the Government’s Use, Release, or
Disclosure of Computer Software made under DFARS 252.227-7014, “Rights in
Noncommercial Computer Software and Noncommercial Computer Software Documentation”
(Enclosure (3) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by
reference) (Incorporated in MYPII Defin Mod P00005)

Attachment 18  dated 20 December 2012

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L		PAGE OF PAGES 1 24	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 27 Jun 2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND SUITE 155, BLDG 2272 47123 BUSE ROAD UNIT 1PT PATUXENT RIVER MD 20670		CODE N00019		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 18659 PHILADELPHIA PA 19142-0659		CODE S3916A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001			
				X 10B. DATED (SEE ITEM 13) 29-Dec-2011			
CODE 3B1B2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H-4 and Mutual Agreement of the Parties.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: websterg137119 The purpose of this modification is to procure an MV-22 aircraft pursuant to the terms and conditions of clause H-4 "Variation in Quantity (Upward Adjustment)" and to incorporate Performance Based Payment financing. PID# N00019-13-P7-PMA-275-0313							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Manager Contracts				15C. DATE SIGNED 06/24/2013			
[REDACTED]				15C. DATE SIGNED [REDACTED]			
[REDACTED]				15C. DATE SIGNED 27 JUN 2013			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN description has changed from Data for Items 0001, 0006 & Option 0003 to Data for Items 0001,0004,0006&Option0003.

CLIN 0004

The CLIN type priced has been added.

The CLIN description has changed from RESERVED to MV-22 Aircraft.

The CLIN extended description VIQ Aircraft #1 procured pursuant to clause [REDACTED] has been added.

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].

The pricing detail quantity 1.00 has been added.

The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].

The unit price amount [REDACTED] has been added.

The unit of issue Each has been added.

The ceiling price [REDACTED] has been added.

The target profit percent [REDACTED] has been added.

The ceiling percent [REDACTED] has been added.

The PTA cost [REDACTED] has been added.

The PTA profit [REDACTED] has been added.

The PTA profit percent [REDACTED] has been added.

The government share above [REDACTED] has been added.

The government share below [REDACTED] has been added.

The target to ceiling spread [REDACTED] has been added.

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000401	Full Funding (FY13)(APN)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C STATEMENT OF WORK

1. Items 0001, 0004, 0101, 0201, 0301, 0401, and Option Item 0003 – The MV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the “as built configuration” defined by [REDACTED], as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the MV-22 aircraft. Further, the MV-22 aircraft to be furnished hereunder shall meet the technical / performance requirements defined in the [REDACTED] with the exception of those requirements set forth in [REDACTED] as modified by Attachment (3) Engineering Change Proposal (ECP) Baseline Changes. All documents listed above constitute the baseline configuration for the MV-22B aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the “as built configuration.” Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute Unique Identification (UID) in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the MV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00J and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the MV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Parts List, Attachment (10) and Economic Order Quantity (EOQ) items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The MV aircraft bureau numbers called for hereunder shall be serially numbered in sequence beginning with Lot 17 168601 through 168617, Lot 18 168618 through 168636, Option Item 0003 bureau number will be determined upon execution of the option, Item 0004 (VIQ Aircraft #1) 168637, Lot 19 168638 through 168656, Lot 20 168657 through 168675, and Lot 21 168676 through 168693.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the MV Aircraft are as set forth in the following table:

MV-22 Uninstalled Mission Kits	Lot 17	Lot 18	Option Item 0003	Item 0004 (VIQ#1)	Lot 19	Lot 20	Lot 21
[REDACTED]	17	19	1	1	19	19	18
[REDACTED]	17	19	1	1	19	19	18

[REDACTED]

as modified by Attachment (3)

above constitute the baseline configuration for the CV-22 aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan, NAVAIR Clause 5252.243-9505, Engineering Changes, and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the "as built configuration." Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

- d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the CV Aircraft are as set forth in the following table:

[REDACTED]

3. Items 0001, 0004, 0006, 0101, 0106, 0201, 0301, 0401, and Option Items 0003 and 0107 - In addition to the requirements specified above, the Contractor shall provide production engineering support, also referred to as other recurring engineering, in accordance with paragraphs A through N below:

A. Program Reviews / Reporting

1. Program Management Reviews: The Contractor shall conduct quarterly Program Management Reviews (PMR) between the Contractor's management team and the Government's Program Management team at the Contractor's facility or mutually agreed to locations. During these reviews, the Contractor shall present integrated cost, schedule, technical performance, obsolescence status, and quality metrics. Integrated Product Team leaders or functional managers shall be prepared to discuss cost, schedule status, technical performance, risk, and earned value as an integrating tool. The following shall be addressed: cost / schedule trends, significant cost / schedule / technical variances, projected impacts, quantified risk assessments and corrective action plans, as well as, continuous process improvement projects and results. The Contractor shall provide the PMR presentations, minutes, and action items in accordance with Contract Data Requirements List (CDRL) A00F.

2. Contractor Cost and Software Data Reporting (CSDR): The Cost Data Summary Report (CDSR), DD Form 1921, shall be prepared in accordance with CDRLs B001 (MV) and B002 (CV).

3. Functional Cost-Hour and Progress Curve Report: The Functional Cost-Hour and Progress Curve Report, DD Form 1921-1, shall be prepared in accordance with CDRLs B003 (MV) and B004 (CV).

4. Contract Work Breakdown Structure (CWBS): The Contractor shall develop and maintain the CWBS and CWBS dictionary using the work breakdown structure contained in the Contractor Cost and Software Data Reporting (CSDR), Attachment (9), and in accordance with CDRL B005 (MV) and B006 (CV).

5. Contractor Integrated Performance Management: Contractor Integrated Performance Management: DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), applies. The Cost Performance Report (CPR) and Integrated Master Schedule (IMS) shall be developed, maintained, updated / statused, and reported on a monthly basis per CDRL B009 and B008 requirements, respectively. The Contractor shall also provide Contract Funds Status Reports (CFSRs) in accordance with CDRL B007. The Contractor shall establish, maintain, and use in the performance of this contract an integrated management system compliant with the Industry Guidelines for Earned Value Management Systems (EVMS) ANSI / EIA-748-98 as determined by the cognizant Contracting Officer. An EVMS that has been formally validated and accepted by the cognizant Contracting Officer is required for cost or incentive contracts, subcontracts, and other agreements valued at or greater than [REDACTED] in then-year dollars. The application of these concepts shall provide for early indications of contract cost and schedule problems. Earned value assessments shall correlate with technical achievement. A Compliance Review of the Contractor's EVMS will not be performed unless the Government program manager determines that it is necessary from Integrated Baseline Review (IBR) results, surveillance, or cost and schedule data quality assessments.

6. In regard to DFARS Clause 252-234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). The Contractor shall provide Contract Cost and Software Data Reporting (CSDR) in accordance with CDRLs B001, B002, B003, B004, B005, B006 and the CSDR Plan, Attachment (9).

7. Integrated Baseline Review (IBR): The Contractor shall review its performance measurement baseline plan with the Government within six months of the contract award and subsequently, when required, following major changes to the baseline. The Government will verify during the IBR, and when follow-on IBR(s) is / are required, that the

Contractor has established and maintains a reliable performance measurement baseline. The Contractor shall ensure that the baseline includes the entire contract technical scope of work consistent with contract schedule requirements and that the Contractor has adequate resources assigned. The Contractor shall assure the Government that effective earned value methods are used to accurately status contract cost, schedule, and technical performance. The IBR shall be used to achieve a mutual understanding of the baseline plan, cost and schedule risk, and the underlying management processes used for planning and controlling the project.

8. Subcontract Cost / Schedule Management and Reporting: Significant critical non-fixed price subcontracts exceeding [REDACTED] in then-year dollars shall have applied to them the requirements of DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011); Integrated Master Schedule (DI-MGMT-81650); and the Contract Performance Report (DI-MGMT-81466A). For subcontracts valued at or greater than [REDACTED] but less than [REDACTED] in then-year dollars, the following statement applies: In regard to DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). EVMS flowdown to contracts of less than [REDACTED] in then-year dollars or Firm Fixed Price contracts that exceed 12 months duration is a risk-based decision and will be mutually agreed between the Contractor and the Government.

9. Over Target Baseline (OTB)/Restructure: The Contractor may conclude that the baseline no longer represents a realistic plan in terms of budget / schedule execution. In the event the Contractor determines an OTB / Restructuring action is necessary, the Contractor must obtain Government approval prior to implementing an OTB / Restructuring action. The request shall also include detailed implementation procedures as well as an implementation timeframe. The Contractor shall not implement the OTB / Restructuring prior to receiving written approval from the Contracting Officer.

B. Configuration / Data Management

1. The Government will maintain configuration control and change authority for all Class I changes that includes modifications or changes affecting form, fit, function, or interface parameters of the aircraft, its assemblies, and sub-assemblies. The Contractor shall maintain configuration of the aircraft, its assemblies, and sub-assemblies in accordance with the Contractor's government-approved Configuration Management Plan (CMP) CDRL A00A. The Contractor shall submit Engineering Change Proposals (ECPs) to NAVAIR for Change Control Board (CCB) approval for any Class I change that impacts the aircraft, its assemblies, and sub-assemblies covered by this contract. Contractor Class II changes must be reviewed for Government concurrence of classification. Class II changes (Contractor and Tier 1 Suppliers) shall be reported in accordance with CDRL A00M. A change will be designated Class I or Class II as defined in the V-22 CMP. The Government shall be entitled to consideration in the event the Contractor misclassifies a change, and additional effort is required to correct the misclassification of the change.

2. Any Class I or Class II change affecting any critical part shall be identified as such. The Contractor shall maintain a critical parts list ([REDACTED]).

3. If the Contractor has an ECP pending or approved with another Government activity the Contractor proposes to incorporate under this contract, the Contractor shall notify the Procurement Contracting Officer and Configuration Manager of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECP will not be effective on this contract unless or until incorporated by modification to this contract after CCB approval. Engineering changes shall be developed using the Systems Engineering process and shall consider / address design interface, reliability, maintainability, testability, integrated logistics support elements, life cycle costs, operation and support costs, support equipment, trainers, and training impacts (courseware, curriculum, difference training, etc.). Changes to common Navy and Air Force publications are not the Contractor's responsibility.

4. The Contractor shall maintain the "as built" configuration data of all aircraft delivered under this contract. Deviation requests shall be prepared and submitted in accordance with CDRL A008.

5. The Contractor shall maintain all functions of configuration management as per the latest approved PMA-275 V-22 Configuration Management Plan (CMP). The Contractor shall implement all configuration management and data management procedures for the V-22 Program as per the latest approved Contractor CMP ([REDACTED]), in accordance with CDRLs A007, A008, A009, A00A, A00C, A00D, A00E, A00G, and A00L.

6. The Contractor shall perform Configuration and Data Management Recurring support. This effort includes the basic administrative functions in the area of configuration and data management to support V-22 aircraft production. Specific tasking includes, but is not limited to, maintaining appropriate configuration databases, supporting Configuration Review Boards, coordination of all appropriate data requirements, providing responses to data inquiries, and maintaining a data library for the V-22 program. This recurring administrative support also covers the ECPs; the administrative effort associated with drawing and planning releases as well as preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

7. The Contractor shall update the V-22 Interchangeability and Replaceability Program Plan and Working List in accordance with [REDACTED] and CDRL A00Q to reflect Contract N00019-12-C-2001 parts and nomenclature updates.

C. MV-22 and CV-22 Aircraft Acceptance Test Procedures

1. The Contractor shall submit for Government approval an Acceptance Test Procedure covering the acceptance criteria for the MV-22 and CV-22 aircraft to be furnished hereunder in accordance with CDRL A005.

D. V-22 and Production Pilot Staff

1. The Contractor shall provide a production pilot staff to conduct and document test activity for each V-22 production aircraft in accordance with the V-22 Acceptance Test Specification to support the aircraft delivery schedule set forth in Section F of this contract.

[REDACTED]

[REDACTED]

F. Quality Assurance

1. The Contractor shall maintain a Quality Assurance Program based on the approved V-22 Quality Assurance Program Plan (QAPP) [REDACTED]. The QAPP shall be maintained to reflect the current quality system registration for both Bell and Boeing (CDRL A00R). The Contractor shall update and maintain a plan that describes how requirements in the contract are met and how the quality system elements applicable to those program requirements are controlled according to the provisions of AS9100 Revision C.

2. The Contractor shall, as outlined in AS9100C, Company Quality Policy, Quality Assurance Program Plan, and the Associated Corrective and Preventative Action Improvements Boards, ensure the following:

- Establish and maintain metric driven data to ensure corrective action
- Corrective Action Boards which are open and attended by the customer
- Root Cause and Corrective Action on identified systemic problems
- Implementation Plans (Corrective Action Plans)
- Annual goals and at least monthly reviews on performance to those goals

The Government shall be granted access to Prime Contractor data that reflects the aircraft "as built" status. This data is available in the company's Manufacturing Execution System (MES) that provides planned maintenance, defect, non-conforming material, material review board, scrap, and job completion data.

- [REDACTED]
3. The Contractor shall report quarterly progress toward established annual goals to the Government, during either regularly scheduled Production Program Reviews or Semi-Annual Quality Assurance Technical Coordination Meetings, at the contractor's facility. This includes performance to the Quality Assurance Program Plan and an assessment of the health of the Quality System.
4. Alert / Safe - Alert: The Alert / Safe - Alert GIDEP Form 97-1 shall be prepared and submitted in accordance with CDRL A001.

G. Security

1. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified and sensitive unclassified information in accordance with applicable security classification guides and security regulations. The Contractor shall control distribution of classified and sensitive unclassified information to persons with the applicable clearance and need to know. The Contractor shall ensure that foreign nationals assigned to, or employed by, the Contractor be provided access to only the information that has been approved for release for their assigned duties.
2. The Government's Program Protection Plan (PPP) and all attachments will be provided in electronic format by the requiring program office and cognizant contracting officials to the Contractor as Government Furnished Information (GFI). The Contractor shall prepare, review, or revise, as required, the Program Protection Implementation Plan (PPIP). The Contractor shall prepare the PPIP in accordance with CDRL A003 when an approved revision to the Government PPP is provided.
- [REDACTED]
- [REDACTED]

5. The Contractor shall apply and use Distribution Statements in accordance with applicable regulations.

H. Quality Conformance Acceptance Testing (QCAT)

1. The Quality Conformance Acceptance Testing requires data collection during the customer production aircraft acceptance test flight(s) in accordance with [REDACTED] V-22 Acceptance Test Procedures, conducted at the

Contractor's facility, and shall determine whether or not the production aircraft weapon systems offered for acceptance meet the desired reliability levels. The QCAT testing is not intended to constitute a special flight.

2. Each production aircraft weapon system, following the completion of contractor functional shakedown test flights, shall be submitted for customer acceptance flights followed by the maintenance needed to bring the Aircraft Weapon System to full operating capability. If a system and / or component fail a check and, after maintenance, a subsequent flight is necessary, only those sequences requiring a recheck must be re-flown.

3. Data from the last 100 flight hours accumulated during customer flights will be collected and evaluated for the quality conformance. As each flight is completed and analyzed, data from that flight will be added to the database and data from the earliest flight will be dropped as required to maintain a continuously updated 100-flight hour sample. [REDACTED]

4. The data collected will be reviewed by the Contractor and customer at the scheduled Reliability and Maintainability Review Board (RMRB) meeting and will be scored as to its chargeability to the Reliability requirement of [REDACTED]. Data results will be integrated into the V-22 Failure Report, Analysis and Corrective Action System (FRACAS) Database.

I. Hazardous Materials and Environmental Management

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective Hazardous Materials (HAZMAT) Environmental Management Program in accordance with National Aerospace Standard 411, "Hazardous Materials Management Program," dated July 1993, with Revision 1, dated 11 March 1994, and Revision 2, dated 29 April 1994, in support of aircraft production activities. The purpose of this program is to eliminate or reduce (where elimination is not feasible) the use and improper disposal of hazardous materials. The emphasis shall be on eliminating or reducing those hazards that are used or generated during the fabrication of the aircraft and its associated support items. Hazardous materials for the purpose of this contract shall be those materials identified in Sections 2.0 and 2.1 of the V-22 LRIP Hazardous Material Management Program (HMMP) Plan, [REDACTED].

2. The Contractor's HAZMAT Management Program under the scope of this contract shall address the production phase of the V-22 aircraft to optimize performance and operational requirements and comply with environmental laws and regulations. The program shall also evaluate the costs associated with the use, handling, treatment, and / or disposal of the hazardous materials and by products not addressed under the Engineering and Management Development (EMD) contract that are introduced throughout production in conjunction with the costs of using alternative (non-HAZMAT) materials.

3. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address environmental issues associated with the V-22 aircraft.

4. Title VI, Section 604 of the Clean Air Act calls for the elimination of the production of Class I Ozone Depleting Substances (ODS) by January 1, 2000; therefore, no Class I ODS(s), as defined in Title VI of the Clean Air Act, nor materials containing Class I ODS(s) as an ingredient, shall be approved for use during production of the V-22 aircraft except when authorized by the Procuring Contracting Officer in accordance with approval obtained under the Department of Defense Federal Acquisition Regulations Supplement, Subpart 223.8.

5. The V-22 LRIP HMMP Plan [REDACTED], shall be used as the V-22 HMMP Plan. The Contractor shall update the HMMP Plan in accordance with CDRL A00B. Subsequent updates shall be prepared and submitted upon Government and Contractor concurrence.

6. The Contractor shall support the Environmental Process Action Team (EPAT) meetings in support of aircraft production activities.

7. Updates to the HMMP Report shall be provided by the Contractor for changes only to reflect the NAS 411 "Hazardous Materials Management Program" report requirements as tailored herein in accordance with CDRL A002.

8. NAS 411 paragraphs 4.4 and 4.4.1 are tailored as follows:

4.4 – The Contractor shall maintain the existing HAZMAT database.

4.4.1 – Identification of any new hazardous materials proposed for use by the Contractor in support of the V-22 aircraft produced under this contract and for HAZMATs not addressed under EMD and previous Lots 1 through 16 contracts that are introduced in new or redesigned end item hardware that require special handling and disposal to include:

(a) Hazardous material/waste name;

(b) Usage (Technical documentation and/or Specs or standards that require the use of the Hazardous material).

9. Based on the results of any HAZMAT identification in support of production aircraft, under paragraph 4.3.2 of NAS 411, the Contractor shall recommend trade study candidates to the Government. The Contractor shall perform or implement trade studies only when authorized by a properly executed contract modification signed by the Procuring Contracting Officer.

J. Failure Report, Analysis, and Corrective Action System (FRACAS) for Aircraft Prior to Acceptance

1. A tailored FRACAS Program shall be maintained for the production aircraft. The Contractor shall continue a failure reporting process developed and implemented on previous V-22 contracts. Trends and failures shall be analyzed and recommendations for corrective action shall be made to the Government through the applicable change (i.e., ECP) process. The affected Integrated Product Team (IPT) and / or engineering group shall participate in the analysis of corrective action determination. Reliability failure assessments shall be based upon manufacturing, supplier, and in-house data. Key elements of this requirement shall be:

a. Data Collection Criteria – Maintenance events and anomalies, including Built-In-Test (BIT), shall be reviewed. Maintenance events occurring during Government acceptance flights, prior to DD Form 250, shall be evaluated and classified for relevancy by the Contractor / Government Reliability and Maintainability Review Board.

b. Factory Data Collection – The Contractor's Reliability and Maintainability (R&M) group shall review the maintenance events and anomalies that occur during the manufacturing process at the Contractor's facility, including BIT. Anomalies requiring failure analysis investigation, as determined by the Contractor's R&M team, shall be entered into the FRACAS database.

c. Failure Database – The Contractor shall maintain a failure database similar to the databases developed and implemented on previous V-22 contracts. The failure database shall be used for:

- Failure scoring of pre-delivered aircraft data to verify achievement of the specified Quality Conformance Acceptance Criteria.
- IPT and supplier evaluation of reported failures and anomalies for corrective action implementation. This includes supplier site meetings to evaluate root cause analyses and corrective actions when required.

d. R&M Evaluation – R&M requirements shall be measured using data collected by the Contractor during aircraft build and acceptance. R&M evaluation shall consider supplier analyses and in-house testing. The Contractor's R&M group shall perform trend analysis to determine any unfavorable trends.

e. Suppliers – Based on observed failures under previous V-22 contracts, the projected production failures, and part criticality, selected suppliers with expected high failure rates may be placed on contract by the Contractor to support

the failure reporting and corrective action process. Other suppliers whose observed failures were low and their projected production failure rates are expected to be low should be placed on contract by the Contractor for individual failure investigations on an as required basis. The supplier shall conduct a failure analysis of failed components and assist in determining recommendations for corrective action. The cost of component repair, rework, and retest shall not be directly charged to FRACAS, as these costs are chargeable to production aircraft CLINs.

[REDACTED]

[REDACTED]

L. Systems Engineering

1. The Contractor shall maintain all functions of Systems Engineering as per the latest approved V-22 Systems Engineering Management Plan (SEMP). The Contractor shall implement all systems engineering procedures for the V-22 program, for production, as per the approved SEM in accordance with CDRL A00H. Updates to the SEM shall be provided by the Contractor in accordance with CDRL A00H.

2. The Contractor shall maintain the V-22 Detailed Specification [REDACTED] thereto, as modified by the ECPs set forth in Attachment (3) including submittals for changes, updates to incorporate changes, and electronic deliveries in accordance with CDRL A007.

3. The Contractor shall perform Systems Engineering Management and Administration Recurring support. This effort includes the basic administrative functions to support Systems Engineering and Program Management Information Systems, collaboration tools, and/or databases, including [REDACTED] Specific tasking includes, but is not limited to, V-22 Action Item Database support; support of meetings associated with production impacts resulting from Technical Interchange Meetings, Preliminary Design Reviews, and Critical Design Reviews, Functional configuration Audits, Physical configuration Audits, and First Article Inspections; and support of the Program Integration Team (PIT) IPT. This recurring administrative support also covers ECPs; however, the administrative effort associated with design reviews, systems engineering analysis and support, and specification changes, as well as, preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

M. System Safety

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective System Safety Program in accordance with the approved System Safety Program Plan (SSPP), [REDACTED] referenced in the SEM. The purpose of this program is to perform risk assessments to address safety issues associated with the V-22 aircraft in production status. Risk assessments shall indicate hazard severity and hazard probability using the hazard categorization matrix tailored for the V-22 program in accordance with the approved SSPP [REDACTED] This includes risk assessments performed in conjunction with waivers and deviations. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address safety issues associated with the V-22 aircraft.

2. The Contractor, in conjunction with the Government System Safety managing activity, shall support the Systems Safety Working Group (SSWG) meetings to address production related safety issues. Meetings shall be held three (3) times per year. Contractor support of the SSWG shall be in accordance with the approved SSPP [REDACTED]

3. For identified safety issues associated with V-22 aircraft in production under this contract, the Contractor shall maintain closed-loop hazard tracking to ensure that hazard mitigations are implemented and effective and that the associated residual risk is identified. This effort shall include, but is not limited to, hazard mitigations, risks identified through Formal Risk Assessments, and / or hazards maintained in Safety Action Records (SARs). The Contractor shall update and maintain production related Formal Risk Assessments (FRAs) and SARs, as required.

N. Reliability & Maintainability (R&M) Flight Requirements

1. Final acceptance of the MV-22 and CV-22 aircraft shall be in accordance with the latest Government-approved V-22 Acceptance Test Procedures (ATP), Report No. [REDACTED] and shall include the successful execution of approximately [REDACTED] of R&M flights as detailed below, and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

2. The following outlines the requirements for R&M flights:

a. At the time the Contractor has successfully completed the ATP flights and prior to transferring the aircraft to the Government for Government ATP flights, the Contractor shall conduct no more than [REDACTED] of flight that represent operational missions.

b. At the time the Government has successfully completed Government ATP flights and prior to aircraft acceptance via DD Form 250, the Government shall conduct approximately [REDACTED] of failure-free flight, that represent operational missions.

3. Until otherwise directed by the PCO, the R&M flights shall continue through the delivery of the V-22 aircraft under this contract. The Contractor shall continue to maintain metrics for use by the PCO to assess the value of continuing the R&M flights through completion of this contract.

O. Aircraft Finish Specification

1. The Contractor shall maintain an aircraft finish specification [REDACTED] and shall submit revisions for Government approval in accordance with CDRL A00N.

P. Miscellaneous reports: The Contractor shall prepare and submit requests and reports related to material in accordance with CDRL A006.

Items 0002, 0102, 0202, 0302, 0402 – The technical, administrative, financial, and other data called for in support of this contract shall be in accordance with Exhibits A and B.

Item 0101 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 MV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

Item 0106 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 CV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from

Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

SECTION D - PACKAGING AND MARKING

The following have been modified:

SECTION D

Items 0001, 0004, 0101, 0201, 0301, 0401, and Option Item 0003 – The uninstalled MV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing commercial practices to ensure safe delivery at the final destination.

Items 0002, 0102, 0202, 0302, and 0402 – The data to be furnished hereunder shall be packaged and marked in accordance with the best commercial practices and the applicable Contract Data Requirements List (CDRL), DD Form 1423 (Exhibits A & B).

Items 0006, 0106, and Option Item 0107 - The uninstalled CV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing commercial practices to ensure safe delivery at the final destination.

Items 0005 and 0103 through 0105 - Reserved

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been modified:

SECTION E

Items 0001, 0004, 0006, 0101, 0106, 0201, 0301, 0401, and Option Items 0003 and 0107 – Inspection and final acceptance of the MV-22 and CV-22 aircraft to be furnished hereunder, shall be made at the Contractor's plant in Amarillo, TX, or at such location/plants as designated by the PCO and/or ACO of the cognizant representative of the Defense Contract Management Agency (DCMA). Final acceptance of the MV-22 and CV-22 aircraft, including the uninstalled mission kits identified in Section C, shall be in accordance with the Government approved V-22 Acceptance Test Procedure for production lots, Report No. [REDACTED] and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250. Inspection and acceptance of the uninstalled MV-22 and CV-22 Mission Kits identified in Section C shall be made at the Contractor's plants in Fort Worth, TX; Ridley Park, PA; and at Amarillo, TX or at such locations/plants as designated by the ACO of the cognizant representative of the DCMA and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

Items 0002, 0102, 0202, 0302, and 0402 – Inspection and acceptance of each item of data called for hereunder shall be in accordance with the applicable Contract Data Requirements List, DD Form 1423.

Items 0005 and 0103 through 0105 - Reserved

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	1	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

The following have been modified:

SECTION F

Items 0001, 0004, 0101, 0201, 0301, and 0401 – The MV-22 aircraft to be furnished hereunder shall be delivered to the Government in accordance with the following schedule. Early delivery is acceptable.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0001	2014													17
	2015													
0004	2016													1
0101	2015													19
	2016													
0201	2016													19
	2017													
0301	2017													19
	2018													
0401	2018													18
	2019													

Option Item 0003 – The delivery schedule will be established by mutual agreement of the parties if the option is exercised.

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier's equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor's plant at Amarillo, TX or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant contract administration office when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly en route between the Contractor's shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Items 0001, 0004, 0101, 0201, 0301, 0401, and Option Item 0003 – F.O.B. Origin: The uninstalled MV-22 aircraft mission kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Marine Corps, if the aircraft are being delivered to MCAS New River, NC:

V-22 Class Desk
MAL-26 Supply Building AS-541
MCAS New River
Jacksonville, NC 28545-1001
Phone 901-449-7237

If the aircraft is being delivered to MCAS Miramar, CA:

Marine Aviation Logistics Squadron 16
Supply Building K7209
MCAS Miramar, CA 92145

RMWS Mission Kits address:

NSWC Crane
300 HWY 361
Code 4082, Bldg 3218, [REDACTED]
Crane, IN 47522
Phone: [REDACTED]
[REDACTED]

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Items 0002, 0102, 0202, 0302, and 0402 – The data called for hereunder shall be delivered in accordance with Exhibits A and B, Contract Data Requirements List, DD Form 1423, and may be delivered in a medium (e.g., printed on paper, digitally on computer network or disk, or CD ROM) which is mutually agreeable to both the Contractor and the Government. The digital data provided by computer network will be considered delivered to the Government when the digital file is successfully opened (with return receipt provided) at the designated Government server.

Item 0005 – RESERVED

Items 0006 and 0106 – The CV aircraft to be furnished hereunder shall be delivered to the Government in accordance with the following schedule. Early delivery is acceptable.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0006	2014													4
	2015													
0106	2015													3
	2016													

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier's equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor's plant at Amarillo, TX

or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant DCMA when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly enroute between the Contractor's shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Option Item 0107 – The delivery schedule will be established by mutual agreement of the parties if the option is exercised.

Items 0006, 0106, and Option Item 0107 – F.O.B. Origin: The uninstalled CV Mission Kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Air Force, if the aircraft is being delivered to Hurlburt Field AFB:

V-22 Equipment Inventory List Program Manager
1 SOHMXS/8 AMU
185 Brims Street
BLDG 91266
Hurlburt Field, FL 32544
DSN: 641-2808 COMM: 850-881-2808

If the aircraft is being delivered to Kirtland AFB:

V-22 Equipment Inventory List Program Manager
71st AMU 4300 Hangar Rd SE Bldg 1000A
Kirtland AFB, NM 87117
DSN 246-0919 Commercial 505-846-0919

If the aircraft are being delivered to Cannon AFB:

V-22 Equipment Inventory List Program Manager
614 Liberator Ave. BLDG 208
Cannon AFB, NM 88103

RMWS Mission Kits address:

NSWC Crane
300 HWY 361
Code 4082, Bldg 3218, [REDACTED]
Crane, IN 47522
Phone: [REDACTED]
[REDACTED]

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An

appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Items 0103 through 0105 – RESERVED

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000401:

Funding on SUBCLIN 000401 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

The following have been added by full text:

ADMIN OF FAR 52.232-32 PBPS

G-01 ADMINISTRATION OF FAR CLAUSE 52.232-32, PERFORMANCE-BASED PAYMENTS

As required by FAR Clause 52.232-32, Performance-Based Payments (APRIL 2012), the following information is provided concerning the establishment and administration of performance-based payments under this contract.

- a. [REDACTED] to this contract provide the payment events, payment schedule, and success criteria that define performance-based payments (PBPs) under this contract and govern financing payments associated with [REDACTED]
- b. The payment events have been established on a delivery item (e.g., aircraft) basis. Each payment event is defined with:
 1. A unique event identifier (e.g., B1);
 2. A cumulative or severable designation;
 3. The associated success criteria; and
 4. The success criteria's applicable verification process.
- c. In addition to the requirements of paragraphs (l) and (m) of FAR Clause 52.232-32, the form and manner of Contractor requests for payment shall include, at a minimum:
 1. Identification of any event that has been successfully completed for which payment is being requested.

2. A certification stating that an event has been successfully completed, signed by an authorized Official of the Company and concurred to by the Administrative Contracting Officer (ACO) or designated representative. The ACO or designated representative shall review and approve the payment request by signing the request.

3. The original copy of the payment request. The Contractor shall not use the SF 1443, "Contractor's Request for Progress Payment" form, for its PBP requests.

4. A segregation of the amounts to be paid by ACRN. The segregation of the amounts to be paid by ACRN shall be attached to the payment request.

■ [REDACTED]

e. Unless otherwise authorized in writing from the PCO, the Contractor shall submit only one PBP request per month; however, a single monthly request may include more than one successfully completed PBP event.

■ [REDACTED]

g. For each aircraft shown in the [REDACTED] the sum of all the event payments, inclusive of the net amount payable at final aircraft delivery equals the definitized unit price for each aircraft. In addition, the sum of the unit prices for each (all) of the aircraft equals the total definitized CLIN values for [REDACTED]

h. Upon Government inspection and acceptance of each aircraft, the Contractor shall submit an invoice in the form of a DD250 and bill at the unit prices specified in Section B of the contract. The final liquidation amounts are identified in [REDACTED] and shall not be construed as an actual Performance Based Payment event.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

H-14 PBPS

H-14 PERFORMANCE-BASED PAYMENTS

1. This contract provides financing to the Contractor in the form of performance-based payments. This special contract requirement, together with the Performance-Based Payment Milestone Plan and Payment Schedules, [REDACTED] document the payment events, payment schedules, and success criteria necessary to make payments in accordance with the procedures in FAR 32.10 entitled "Performance-Based Payments," FAR Clause 52.232-32, Performance-Based Payments (APRIL 2012), and G-01, Administration of FAR Clause 52.232-32, Performance-Based Payments of this contract.

2. If a contract action affects price, payment events, payment amounts, or verification/success criteria, or if production-planning sequences are modified significantly, [REDACTED] as applicable, shall be modified by mutual agreement of the parties.

3. If additional hardware or services are incorporated into this contract through modification and the parties agree to the use of performance-based payments for financing of the additional hardware or services, then payment events,

payment amounts, and verification/success criteria for these efforts shall be mutually agreed upon and [REDACTED], as applicable, shall be modified by mutual agreement of the parties.

4. [REDACTED], shall be reviewed on an annual basis in order to ensure that the fair-value-payment amounts for future payment events are maintained. In addition to the conditions found in paragraph (e) of FAR Clause 52.232-32, Performance-Based Payments (APRIL 2012), the PCO may increase, decrease, or suspend payments in the event that such a review discloses substantial evidence of the fact that fair-value-payment amounts for future payment events cannot be maintained.

5. If the Contractor provides financing payments to its subcontractors under this contract, then whenever it provides such financing, the Subcontract terms shall provide that title to property acquired or produced by the Subcontractor shall vest in the Government and not the Contractor. The definition of such property to which the Government takes title shall be the same as in paragraph (f) of FAR Clause 52.232-32, Performance-Based Payments (APRIL 2012).

The following have been modified:

LIM OF GOV LIABILITY MYP

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY (NAVAIR) (AUG 1984) (VARIATION)

1. Performance under this contract is contingent upon the appropriation of funds. Therefore, in performing this contract, the Contractor is not authorized to make expenditures or incur obligations, and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in excess of the amounts that the Contracting Officer has specified in Section B as available for contract performance.

Amount available for contract performance [REDACTED]

Fiscal year funding will be provided on or before the funding dates set forth below, unless those dates are extended by mutual agreement of the parties.

<u>Fiscal Year</u>	<u>Funding Date</u>
--------------------	---------------------

[REDACTED]	
------------	--

2. If this contract is terminated for the convenience of the Government in part, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance.

3. In accordance with FAR 17.106-1(h), if this contract is terminated for the convenience of the Government in whole, including requirements subject to cancellation, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance, plus the cancellation ceiling, which is [REDACTED] for all cancelled program years.

4. Unless otherwise specifically stated in any change order, change orders issued under this contract shall not increase the limitation of Government liability established in this clause.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause

and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment;

and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

The following have been deleted:

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Exhibits A&B	(Item 0002, 0102, 0202, 0302, and 0402) Contract Data Requirements List, DD Form 1423 (Updated in MYPII Defin Mod P00005)
Exhibit C	RESERVED
Exhibit D	RESERVED
Attachment 1(a)	[REDACTED]
Attachment 1(b)	[REDACTED]
Attachment 1(c)	[REDACTED]
Attachment 1(d)	[REDACTED]
Attachment 1(e)	[REDACTED]
Attachment 1(f)	[REDACTED]
Attachment 2	[REDACTED] (By reference)
Attachment 3	Engineering Change Proposal Baseline Changes [REDACTED] (Updated in MYPII Defin Mod P00005)
Attachment 4(a)	Government Furnished Equipment Detail List, [REDACTED] (Incorporated in MYPII Defin Mod P00005)
Attachment 4(b)	MV-22 and CV-22 Government Furnished Equipment List [REDACTED] (Updated in MYPII Defin Mod P00005)
Attachment 5(a)	DD Form 254, Department of Defense Contractor Security Classification Specification – Bell [REDACTED]
Attachment 5(b)	DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing [REDACTED]
Attachment 6	[REDACTED]

Attachment 7 [REDACTED] dated 19 December 2012

Attachment 8 [REDACTED] dated 11 April 2013 (Updated in MYPII Defin Mod P00005)

Attachment 9(a) Contractor Cost and Software Data Reporting Plan (CSDR) Plan - Bell dated 10 December 2012

Attachment 9(b) CSDR Plan - Boeing 10 December 2012

Attachment 9(c) CSDR Plan - Bell Boeing dated 10 December 2012

Attachment 10 Long Lead-Time Items Parts List dated 21 December 2011

Attachment 11 Economic Ordering Quantity Components, Materials, and Parts List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)

Attachment 12 UID Parts Marking List dated 13 December 2012

Attachment 13 Small Business Subcontracting Plan, JPO-9055-13V dated 31 January 2013 (Incorporated in MYPII Defin Mod P00005)

Attachment 14 Distribution Statements

Attachment 15 Critical Safety Items (Rev A)

Attachment 16 Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012

Attachment 17(a) Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data made under DFARS 252.227-7013, "Rights in Technical Data - Noncommercial Items" (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)

Attachment 17(b) Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software made under DFARS 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (Enclosure (3) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)

Attachment 18 [REDACTED]
[REDACTED] dated 20 December 2012

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE L		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO P00007		3. EFFECTIVE DATE 25 JUL 2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND SUITE 155, BLDG 2272 47123 BUSS ROAD UNIT IPT PATUXENT RIVER MD 20670		CODE N00019		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16859 PHILADELPHIA PA 19142-0859		CODE S3916A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001		
				X 10B. DATED (SEE ITEM 13) 29-Dec-2011		
CODE 3B1R2		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties.						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: websterg137938 PID#N00019-13-P7-PMA275-0350 The purpose of this modification is to: 1. Provide additional FY13 APAF Advance Procurement funding for CLIN 0106 (CV-22 Aircraft - FY14); 2. Update Attachment 1(a) (FBP Event Matrix); and 3. Update Attachment 3 (ECP Baseline Changes).						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) ██████████ Manager Contracts				15B. CONTRACTOR/ORDER NO. ██████████		
15C. DATE SIGNED 07/25/2013				15D. SIGNATURE OF CONTRACTING OFFICER ██████████ 25 JUL 2013		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010603 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
010603	Funding for long lead items (USAF FY13)	
CIN: [REDACTED]	ACRN: [REDACTED]	[REDACTED]
PURCHASE REQUEST NUMBER: [REDACTED]		

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 010603:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED]
from [REDACTED] to [REDACTED]

SUBCLIN 010603:

Funding on SUBCLIN 010603 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

LIM OF GOV LIABILITY MYP

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY (NAVAIR) (AUG 1984) (VARIATION)

1. Performance under this contract is contingent upon the appropriation of funds. Therefore, in performing this contract, the Contractor is not authorized to make expenditures or incur obligations, and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in excess of the amounts that the Contracting Officer has specified in Section B as available for contract performance.

Amount available for contract performance: [REDACTED]

Fiscal year funding will be provided on or before the funding dates set forth below, unless those dates are extended by mutual agreement of the parties.

Fiscal Year

Funding Date

FY14 Lot 18

Long-Lead

Full Funding

FY15 Lot 19

Long-Lead

Full Funding

FY16 Lot 20

Long-Lead

Full Funding

FY17 Lot 21

Long-Lead

Full Funding

2. If this contract is terminated for the convenience of the Government in part, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance.

3. In accordance with FAR 17.106-1(h), if this contract is terminated for the convenience of the Government in whole, including requirements subject to cancellation, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance, plus the cancellation ceiling, which [REDACTED] for all cancelled program years.

4. Unless otherwise specifically stated in any change order, change orders issued under this contract shall not increase the limitation of Government liability established in this clause.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

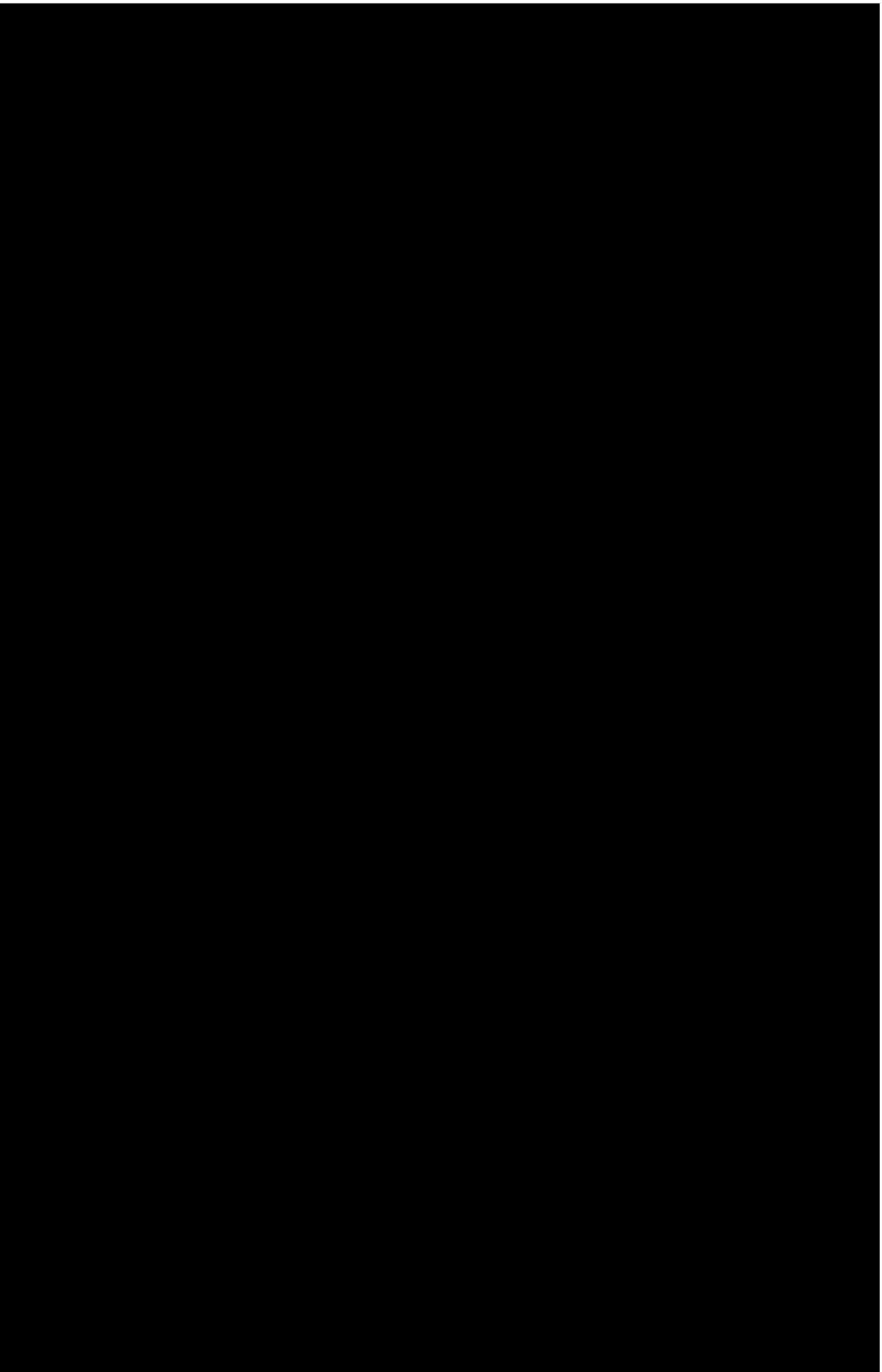
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Exhibit C	RESERVED
Exhibit D	RESERVED
Attachment 1(a)	[REDACTED]
Attachment 1(b)	[REDACTED]
Attachment 1(c)	[REDACTED]
Attachment 1(d)	[REDACTED]
Attachment 1(e)	[REDACTED]
Attachment 1(f)	[REDACTED]
Attachment 2	[REDACTED] (By reference)
Attachment 3	Engineering Change Proposal Baseline Change [REDACTED] (Updated in Mod P00007)
Attachment 4(a)	Government Furnished Equipment Detail List, [REDACTED] Incorporated in MYPII Defin Mod P00005)
Attachment 4(b)	MV-22 and CV-22 Government Furnished Equipment List [REDACTED] (Updated in MYPII Defin Mod P00005)
Attachment 5(a)	DD Form 254, Department of Defense Contractor Security Classification Specification – [REDACTED] [REDACTED]
Attachment 5(b)	DD Form 254, Department of Defense Contractor Security Classification Specification – [REDACTED]
Attachment 6	[REDACTED]

- Attachment 7 [REDACTED]
- Attachment 8 [REDACTED] (Updated in MYPII Defin Mod P00005)
- Attachment 9(a) Contractor Cost and Software Data Reporting Plan (CSDR) Plan - [REDACTED]
- Attachment 9(b) CSDR Plan - [REDACTED]
- Attachment 9(c) CSDR Plan - [REDACTED]
- Attachment 10 Long Lead-Time Items Parts List [REDACTED]
- Attachment 11 Economic Ordering Quantity Components, Materials, and Parts List, [REDACTED]
(Incorporated in MYPII Defin Mod P00005)
- Attachment 12 UID Parts Marking List [REDACTED]
- Attachment 13 Small Business Subcontracting Plan, JPO-9055-13V [REDACTED] (Incorporated in
MYPII Defin Mod P00005)
- Attachment 14 Distribution Statements
- Attachment 15 Critical Safety Items (Rev A)
- Attachment 16 Supplies to be Afforded Duty Free Entry Bell Boeing [REDACTED]
- Attachment 17(a) Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or
Disclosure of Technical Data made under DFARS 252.227-7013, "Rights in Technical Data –
Noncommercial Items" (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V [REDACTED]
[REDACTED], is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
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Noncommercial Computer Software and Noncommercial Computer Software Documentation"
(Enclosure (3) of Bell Boeing Letter JPO-9253-13V, [REDACTED] is incorporated by
reference) (Incorporated in MYPII Defin Mod P00005)
- Attachment 18 [REDACTED]

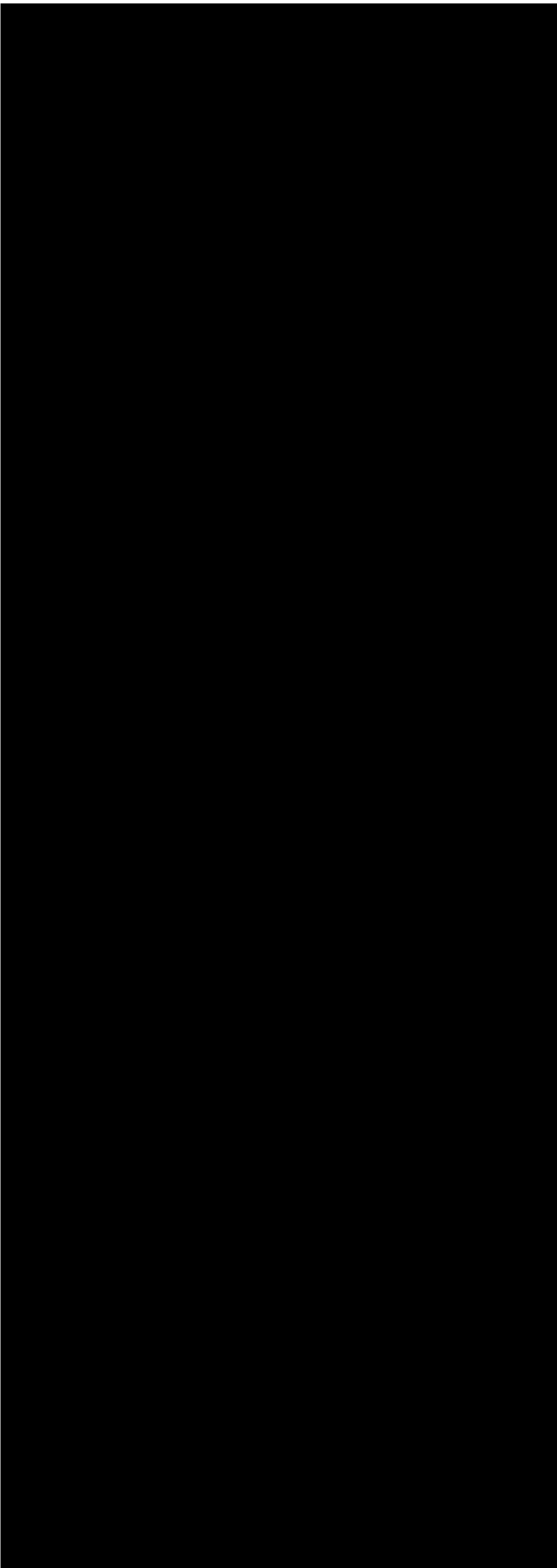
(End of Summary of Changes)

24 July 2013

Attachment 1(a) N00019-12-C-2001
Page 1 of 3



24 July 2013



24 July 2013

Contract N00019-12-C-2001
Attachment 3
Engineering Change Proposals (ECP)

[illegible]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 24 SEP 2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND A.R. 23.3 SUITE 156 BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20673		CODE N00019		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16659 PHILADELPHIA PA 19142-0859		CODE S3916A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE 401 TILT ROTOR DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO N00019-12-C-2001			
				X 10B. DATED (SEE ITEM 13) 29-Dec-2011			
CODE 3B1R2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
2. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: -flanagm139311 The reason for this modification is to update Attachment (3), ECP Baseline Changes. (PID# N00019-13-P7-PMA-275-0393)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A shall apply to this amendment, and in all cases shall apply.							
5A. NAME AND TITLE OF SIGNER (Type or print) Manager Contracts				15C. DATE SIGNED 09/24/2013 (Signature of Contracting Officer) 24 SEP 2013			

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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Section J - List of Documents, Exhibits and Other Attachments

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Attachment 1(e)	[REDACTED]
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Attachment 2	[REDACTED]
Attachment 3	Engineering Change Proposal Baseline Changes dated 17 September 2013 (Updated in Mod P00008)
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Attachment 4(b)	MV-22 and CV-22 Government Furnished Equipment List dated 11 December 2012 (Updated in MYPII Defin Mod P00005)
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Attachment 5(b)	DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing dated 11 December 2012
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Attachment 7	[REDACTED]
Attachment 8	[REDACTED]
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Attachment 15	Critical Safety Items (Rev A)
Attachment 16	Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012
Attachment 17(a)	Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data made under DFARS 252.227-7013, "Rights in Technical Data – Noncommercial Items" (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
Attachment 17(b)	Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software made under DFARS 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (Enclosure (3) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
Attachment 18	[REDACTED] [REDACTED]

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 31 OCT 2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-233 SUITE 155 BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670		CODE N00019		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 18359 PHILADELPHIA PA 19142-0859		CODE S3916A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE 401 TILTROTOR DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001			
				X 10B. DATED (SEE ITEM 13) 29-Dec-2011			
CODE 3B1R2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: flanagm14201 The reason for this modification is to update Attachment (3), Engineering Change Proposal (ECP) Baseline Changes and to incorporate ECP 0715R1, attached hereto. (PID # 13-P7-PMA275-388)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Manager Contracts				16.			
				TEL			
15C. DATE SIGNED 10/24/2013				31 OCT 2013			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Exhibits A&B	(Item 0002, 0102, 0202, 0302, and 0402) Contract Data Requirements List, DD Form 1423 (Updated in MYPII Defin Mod P00005)
Exhibit C	RESERVED
Exhibit D	RESERVED
Attachment 1(a)	[REDACTED]
Attachment 1(b)	[REDACTED]
Attachment 1(c)	[REDACTED]
Attachment 1(d)	[REDACTED]
Attachment 1(e)	[REDACTED]
Attachment 1(f)	[REDACTED]
Attachment 2	[REDACTED]
Attachment 3	Engineering Change Proposal Baseline Changes [REDACTED]
Attachment 4(a)	Government Furnished Equipment Detail List, [REDACTED] (Incorporated in MYPII Defin Mod P00005)
Attachment 4(b)	MV-22 and CV-22 Government Furnished Equipment List [REDACTED] (Updated in MYPII Defin Mod P00005)
Attachment 5(a)	DD Form 254, Department of Defense Contractor Security Classification Specification – [REDACTED]
Attachment 5(b)	DD Form 254, Department of Defense Contractor Security Classification Specification – [REDACTED]

Attachment 6	[REDACTED]
Attachment 7	[REDACTED]
Attachment 8	[REDACTED]
Attachment 9(a)	Contractor Cost and Software Data Reporting Plan (CSDR) Plan - Bell dated 10 December 2012
Attachment 9(b)	CSDR Plan – Boeing 10 December 2012
Attachment 9(c)	CSDR Plan – Bell Boeing dated 10 December 2012
Attachment 10	Long Lead-Time Items Parts List dated 21 December 2011
Attachment 11	Economic Ordering Quantity Components, Materials, and Parts List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)
Attachment 12	UID Parts Marking List dated 13 December 2012
Attachment 13	Small Business Subcontracting Plan, JPO-9055-13V dated 31 January 2013 (Incorporated in MYPII Defin Mod P00005)
Attachment 14	Distribution Statements
Attachment 15	Critical Safety Items (Rev A)
Attachment 16	Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012
Attachment 17(a)	Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data made under DFARS 252.227-7013, "Rights in Technical Data – Noncommercial Items" (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
Attachment 17(b)	Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software made under DFARS 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (Enclosure (3) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
Attachment 18	[REDACTED] [REDACTED]

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE L	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 19 NOV 2013	
4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-2.3.3 SUITE 100 BLDG 2272 47123 BLUES ROAD UNIT IPT PATUXENT RIVER MD 20670		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 18689 PHILADELPHIA PA 19142-0889	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE 401 ELECTROTOR DR PLANT A AMARILLO TX 79111-1200		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001	
		X 10B. DATED (SEE ITEM 13) 29-Dec-2011	
CODE 3B1R2		FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties per FAR 43.103(a)			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: alvaras14860 The purpose of this modification is to update _____; incorporate the following ECPs: ECP V-22-1008; ECP V-22-1017; ECP V-22-1023; ECP V-22-1035; ECP V-22-1038; ECP V-22-1039; ECP V-22-0905; ECP V-22-0908R1; ECP V-22-0985R1; ECP V-22-1003; ECP V-22-1012R1; ECP V-22-1021; and ECP V-22-1032; and delete DFARS clause 252.242-7004- Material Management and Accounting System. The changes described herein shall be accomplished at no change in the estimated cost, fee, or total estimated price of contract N00019-12-C-2001. Except as modified herein, all other terms and conditions of the Contract N00019-12-C-2001 remain unchanged and in full force and effect. PD #: N00019-14-P7-PMA-275-0017			
Except as provided herein, all terms and conditions of the document referenced in item 8 and 14 shall be deemed to be incorporated herein.			
15A. NAME AND TITLE OF SIGNER (Type or print) _____ Manager Contracts		15C. DATE SIGNED 11/18/2013	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION CSTATEMENT OF WORK

1. Items 0001, 0004, 0101, 0201, 0301, 0401, and Option Item 0003 – The MV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the “as built configuration” defined by Drawing Number [REDACTED], as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the MV-22 aircraft. Further, the MV-22 aircraft to be furnished hereunder shall meet the technical / performance requirements defined in the [REDACTED] Attachment (2), with the exception of those requirements set forth in [REDACTED] as modified by Attachment (3) Engineering Change Proposal (ECP) Baseline Changes. All documents listed above constitute the baseline configuration for the MV-22B aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the “as built configuration.” Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute Unique Identification (UID) in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the MV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00J and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the MV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Parts List, Attachment (10) and Economic Order Quantity (EOQ) items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The MV aircraft bureau numbers called for hereunder shall be serially numbered in sequence beginning with Lot 17 168601 through 168617, Lot 18 168618 through 168636, Option Item 0003 bureau number will be determined upon execution of the option, Item 0004 (VIQ Aircraft #1) 168637, Lot 19 168638 through 168656, Lot 20 168657 through 168675, and Lot 21 168676 through 168693.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the MV Aircraft are as set forth in the following table:

MV-22 Uninstalled Mission Kits	Lot 17	Lot 18	Option Item 0003	Item 0004 (VIQ#1)	Lot 19	Lot 20	Lot 21
[REDACTED]	17	19	1	1	19	19	18

Fast Ropes)							
	17	19	1	1	19	19	18

2. Items 0006, 0106, and Option Item 0107 - The CV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the "as built configuration" defined by Drawing Number [REDACTED] as modified by Attachment (3)

Engineering Change Proposal Baseline Changes. The three documents listed above reflect the production build-to-information inclusive of drawings, parts / materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the CV-22 aircraft. Further, the CV-22 aircraft to be furnished hereunder shall meet the technical / performance requirements defined in the [REDACTED]

[REDACTED] All documents listed above constitute the baseline configuration for the CV-22 aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan, NAVAIR Clause 5252.243-9505, Engineering Changes, and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the "as built configuration." Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the CV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00K and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the CV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), and EOQ items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The CV aircraft called for hereunder shall be serially numbered in sequence beginning with Lot 17 130068 to 130071 and Lot 18 140072 through 140074, Option Item 0107 serial number will be determined upon execution of the option.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the CV Aircraft are as set forth in the following table:

CV-22 Uninstalled Mission Kits	Lot 17	Lot 18	Option Item 0107
[REDACTED]	4	3	1
[REDACTED]	4	3	1
[REDACTED]	4	3	1
[REDACTED]	4	3	1

[REDACTED]

3. Items 0001, 0004, 0006, 0101, 0106, 0201, 0301, 0401, and Option Items 0003 and 0107 - In addition to the requirements specified above, the Contractor shall provide production engineering support, also referred to as other recurring engineering, in accordance with paragraphs A through N below:

A. Program Reviews / Reporting

1. Program Management Reviews: The Contractor shall conduct quarterly Program Management Reviews (PMR) between the Contractor's management team and the Government's Program Management team at the Contractor's facility or mutually agreed to locations. During these reviews, the Contractor shall present integrated cost, schedule, technical performance, obsolescence status, and quality metrics. Integrated Product Team leaders or functional managers shall be prepared to discuss cost, schedule status, technical performance, risk, and earned value as an integrating tool. The following shall be addressed: cost / schedule trends, significant cost / schedule / technical variances, projected impacts, quantified risk assessments and corrective action plans, as well as, continuous process improvement projects and results. The Contractor shall provide the PMR presentations, minutes, and action items in accordance with Contract Data Requirements List (CDRL) A00F.

2. Contractor Cost and Software Data Reporting (CSDR): The Cost Data Summary Report (CDSR), DD Form 1921, shall be prepared in accordance with CDRLs B001 (MV) and B002 (CV).

3. Functional Cost-Hour and Progress Curve Report: The Functional Cost-Hour and Progress Curve Report, DD Form 1921-1, shall be prepared in accordance with CDRLs B003 (MV) and B004 (CV).

4. Contract Work Breakdown Structure (CWBS): The Contractor shall develop and maintain the CWBS and CWBS dictionary using the work breakdown structure contained in the Contractor Cost and Software Data Reporting (CSDR), Attachment (9), and in accordance with CDRL B005 (MV) and B006 (CV).

5. Contractor Integrated Performance Management: Contractor Integrated Performance Management: DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), applies. The Cost Performance Report (CPR) and Integrated Master Schedule (IMS) shall be developed, maintained, updated / statused, and reported on a monthly basis per CDRL B009 and B008 requirements, respectively. The Contractor shall also provide Contract Funds Status Reports (CFSRs) in accordance with CDRL B007. The Contractor shall establish, maintain, and use in the performance of this contract an integrated management system compliant with the Industry Guidelines for Earned Value Management Systems (EVMS) ANSI / EIA-748-98 as determined by the cognizant Contracting Officer. An EVMS that has been formally validated and accepted by the cognizant Contracting Officer is required for cost or incentive contracts, subcontracts, and other agreements valued at or greater than [REDACTED] in then-year dollars. The application of these concepts shall provide for early indications of contract cost and schedule problems. Earned value assessments shall correlate with technical achievement. A Compliance Review of the Contractor's EVMS will not be performed unless the Government program manager determines that it is necessary from Integrated Baseline Review (IBR) results, surveillance, or cost and schedule data quality assessments.

6. In regard to DFARS Clause 252-234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). The Contractor shall provide Contract Cost and Software Data Reporting (CSDR) in accordance with CDRLs B001, B002, B003, B004, B005, B006 and the CSDR Plan, Attachment (9).

7. Integrated Baseline Review (IBR): The Contractor shall review its performance measurement baseline plan with the Government within six months of the contract award and subsequently, when required, following major changes to the baseline. The Government will verify during the IBR, and when follow-on IBR(s) is / are required, that the Contractor has established and maintains a reliable performance measurement baseline. The Contractor shall ensure that the baseline includes the entire contract technical scope of work consistent with contract schedule requirements and that the Contractor has adequate resources assigned. The Contractor shall assure the Government that effective earned value methods are used to accurately status contract cost, schedule, and technical performance. The IBR shall be used to achieve a mutual understanding of the baseline plan, cost and schedule risk, and the underlying management processes used for planning and controlling the project.

8. Subcontract Cost / Schedule Management and Reporting: Significant critical non-fixed price subcontracts exceeding [REDACTED] in then-year dollars shall have applied to them the requirements of DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011); Integrated Master Schedule (DI-MGMT-81650); and the Contract Performance Report (DI-MGMT-81466A). For subcontracts valued at or greater than [REDACTED] but less than [REDACTED] in then-year dollars, the following statement applies: In regard to DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). EVMS flowdown to contracts of less than [REDACTED] in then-year dollars or Firm Fixed Price contracts that exceed 12 months duration is a risk-based decision and will be mutually agreed between the Contractor and the Government.

9. Over Target Baseline (OTB)/Restructure: The Contractor may conclude that the baseline no longer represents a realistic plan in terms of budget / schedule execution. In the event the Contractor determines an OTB / Restructuring action is necessary, the Contractor must obtain Government approval prior to implementing an OTB / Restructuring action. The request shall also include detailed implementation procedures as well as an implementation timeframe. The Contractor shall not implement the OTB / Restructuring prior to receiving written approval from the Contracting Officer.

B. Configuration / Data Management

1. The Government will maintain configuration control and change authority for all Class I changes that includes modifications or changes affecting form, fit, function, or interface parameters of the aircraft, its assemblies, and sub-assemblies. The Contractor shall maintain configuration of the aircraft, its assemblies, and sub-assemblies in accordance with the Contractor's government-approved Configuration Management Plan (CMP) CDRL A00A. The Contractor shall submit Engineering Change Proposals (ECPs) to NAVAIR for Change Control Board (CCB) approval for any Class I change that impacts the aircraft, its assemblies, and sub-assemblies covered by this contract. Contractor Class II changes must be reviewed for Government concurrence of classification. Class II changes (Contractor and Tier 1 Suppliers) shall be reported in accordance with CDRL A00M. A change will be designated Class I or Class II as defined in the V-22 CMP. The Government shall be entitled to consideration in the event the Contractor misclassifies a change, and additional effort is required to correct the misclassification of the change.

2. Any Class I or Class II change affecting any critical part shall be identified as such. The Contractor shall maintain a critical parts list [REDACTED].

3. If the Contractor has an ECP pending or approved with another Government activity the Contractor proposes to incorporate under this contract, the Contractor shall notify the Procurement Contracting Officer and Configuration Manager of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECP will not be effective on this contract unless or until incorporated by modification to this contract after CCB approval. Engineering changes shall be developed using the Systems Engineering process and shall consider / address design interface, reliability, maintainability, testability, integrated logistics support elements, life cycle costs, operation and support costs, support equipment, trainers, and training impacts (courseware, curriculum, difference training, etc.). Changes to common Navy and Air Force publications are not the Contractor's responsibility.

4. The Contractor shall maintain the "as built" configuration data of all aircraft delivered under this contract.

Deviation requests shall be prepared and submitted in accordance with CDRL A008.

5. The Contractor shall maintain all functions of configuration management as per the latest approved PMA-275 V-22 Configuration Management Plan (CMP). The Contractor shall implement all configuration management and data management procedures for the V-22 Program as per the latest approved Contractor CMP ([REDACTED]), in accordance with CDRLs A007, A008, A009, A00A, A00C, A00D, A00E, A00G, and A00L.

6. The Contractor shall perform Configuration and Data Management Recurring support. This effort includes the basic administrative functions in the area of configuration and data management to support V-22 aircraft production. Specific tasking includes, but is not limited to, maintaining appropriate configuration databases, supporting Configuration Review Boards, coordination of all appropriate data requirements, providing responses to data inquiries, and maintaining a data library for the V-22 program. This recurring administrative support also covers the ECPs; the administrative effort associated with drawing and planning releases as well as preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

7. The Contractor shall update the V-22 Interchangeability and Replaceability Program Plan and Working List in accordance with [REDACTED] and CDRL A00Q to reflect Contract N00019-12-C-2001 parts and nomenclature updates.

C. MV-22 and CV-22 Aircraft Acceptance Test Procedures

1. The Contractor shall submit for Government approval an Acceptance Test Procedure covering the acceptance criteria for the MV-22 and CV-22 aircraft to be furnished hereunder in accordance with CDRL A005.

D. V-22 and Production Pilot Staff

1. The Contractor shall provide a production pilot staff to conduct and document test activity for each V-22 production aircraft in accordance with the V-22 Acceptance Test Specification to support the aircraft delivery schedule set forth in Section F of this contract.

[REDACTED]

F. Quality Assurance

1. The Contractor shall maintain a Quality Assurance Program based on the approved V-22 Quality Assurance Program Plan (QAPP) [REDACTED]. The QAPP shall be maintained to reflect the current quality system registration for both Bell and Boeing (CDRL A00R). The Contractor shall update and maintain a plan that describes how requirements in the contract are met and how the quality system elements applicable to those program requirements are controlled according to the provisions of AS9100 Revision C.

2. The Contractor shall, as outlined in AS9100C, Company Quality Policy, Quality Assurance Program Plan, and the Associated Corrective and Preventative Action Improvements Boards, ensure the following:

- Establish and maintain metric driven data to ensure corrective action
- Corrective Action Boards which are open and attended by the customer
- Root Cause and Corrective Action on identified systemic problems
- Implementation Plans (Corrective Action Plans)
- Annual goals and at least monthly reviews on performance to those goals

The Government shall be granted access to Prime Contractor data that reflects the aircraft "as built" status. This data is available in the company's Manufacturing Execution System (MES) that provides planned maintenance, defect, non-conforming material, material review board, scrap, and job completion data.

3. The Contractor shall report quarterly progress toward established annual goals to the Government, during either regularly scheduled Production Program Reviews or Semi-Annual Quality Assurance Technical Coordination Meetings, at the contractor's facility. This includes performance to the Quality Assurance Program Plan and an assessment of the health of the Quality System.

4. Alert / Safe – Alert: The Alert / Safe - Alert GIDEP Form 97-1 shall be prepared and submitted in accordance with CDRL A001.

G. Security

1. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified and sensitive unclassified information in accordance with applicable security classification guides and security regulations. The Contractor shall control distribution of classified and sensitive unclassified information to persons with the applicable clearance and need to know. The Contractor shall ensure that foreign nationals assigned to, or employed by, the Contractor be provided access to only the information that has been approved for release for their assigned duties.

2. The Government's Program Protection Plan (PPP) and all attachments will be provided in electronic format by the requiring program office and cognizant contracting officials to the Contractor as Government Furnished Information (GFI). The Contractor shall prepare, review, or revise, as required, the Program Protection Implementation Plan (PPIP). The Contractor shall prepare the PPIP in accordance with CDRL A003 when an approved revision to the Government PPP is provided.

5. The Contractor shall apply and use Distribution Statements in accordance with applicable regulations.

H. Quality Conformance Acceptance Testing (QCAT)

1. The Quality Conformance Acceptance Testing requires data collection during the customer production aircraft acceptance test flight(s) in accordance with [REDACTED] V-22 Acceptance Test Procedures, conducted at the

Contractor's facility, and shall determine whether or not the production aircraft weapon systems offered for acceptance meet the desired reliability levels. The QCAT testing is not intended to constitute a special flight.

2. Each production aircraft weapon system, following the completion of contractor functional shakedown test flights, shall be submitted for customer acceptance flights followed by the maintenance needed to bring the Aircraft Weapon System to full operating capability. If a system and / or component fail a check and, after maintenance, a subsequent flight is necessary, only those sequences requiring a recheck must be re-flown.

3. Data from the last 100 flight hours accumulated during customer flights will be collected and evaluated for the quality conformance. As each flight is completed and analyzed, data from that flight will be added to the database and data from the earliest flight will be dropped as required to maintain a continuously updated 100-flight hour sample. [REDACTED]

4. The data collected will be reviewed by the Contractor and customer at the scheduled Reliability and Maintainability Review Board (RMRB) meeting and will be scored as to its chargeability to the Reliability requirement of [REDACTED]. Data results will be integrated into the V-22 Failure Report, Analysis and Corrective Action System (FRACAS) Database.

I. Hazardous Materials and Environmental Management

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective Hazardous Materials (HAZMAT) Environmental Management Program in accordance with National Aerospace Standard 411, "Hazardous Materials Management Program," dated July 1993, with Revision 1, dated 11 March 1994, and Revision 2, dated 29 April 1994, in support of aircraft production activities. The purpose of this program is to eliminate or reduce (where elimination is not feasible) the use and improper disposal of hazardous materials. The emphasis shall be on eliminating or reducing those hazards that are used or generated during the fabrication of the aircraft and its associated support items. Hazardous materials for the purpose of this contract shall be those materials identified in Sections 2.0 and 2.1 of the V-22 LRIP Hazardous Material Management Program (HMMP) Plan, [REDACTED].

2. The Contractor's HAZMAT Management Program under the scope of this contract shall address the production phase of the V-22 aircraft to optimize performance and operational requirements and comply with environmental laws and regulations. The program shall also evaluate the costs associated with the use, handling, treatment, and / or disposal of the hazardous materials and by products not addressed under the Engineering and Management Development (EMD) contract that are introduced throughout production in conjunction with the costs of using alternative (non-HAZMAT) materials.

3. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address environmental issues associated with the V-22 aircraft.

4. Title VI, Section 604 of the Clean Air Act calls for the elimination of the production of Class I Ozone Depleting Substances (ODS) by January 1, 2000; therefore, no Class I ODS(s), as defined in Title VI of the Clean Air Act, nor materials containing Class I ODS(s) as an ingredient, shall be approved for use during production of the V-22 aircraft except when authorized by the Procuring Contracting Officer in accordance with approval obtained under the Department of Defense Federal Acquisition Regulations Supplement, Subpart 223.8.

5. The V-22 LRIP HMMP Plan [REDACTED] shall be used as the V-22 HMMP Plan. The Contractor shall update the HMMP Plan in accordance with CDRL A00B. Subsequent updates shall be prepared and submitted upon Government and Contractor concurrence.

6. The Contractor shall support the Environmental Process Action Team (EPAT) meetings in support of aircraft production activities.

7. Updates to the HMMP Report shall be provided by the Contractor for changes only to reflect the NAS 411 "Hazardous Materials Management Program" report requirements as tailored herein in accordance with CDRL A002.

8. NAS 411 paragraphs 4.4 and 4.4.1 are tailored as follows:

4.4 – The Contractor shall maintain the existing HAZMAT database.

4.4.1 – Identification of any new hazardous materials proposed for use by the Contractor in support of the V-22 aircraft produced under this contract and for HAZMATs not addressed under EMD and previous Lots 1 through 16 contracts that are introduced in new or redesigned end item hardware that require special handling and disposal to include:

(a) Hazardous material/waste name;

(b) Usage (Technical documentation and/or Specs or standards that require the use of the Hazardous material).

9. Based on the results of any HAZMAT identification in support of production aircraft, under paragraph 4.3.2 of NAS 411, the Contractor shall recommend trade study candidates to the Government. The Contractor shall perform or implement trade studies only when authorized by a properly executed contract modification signed by the Procuring Contracting Officer.

J. Failure Report, Analysis, and Corrective Action System (FRACAS) for Aircraft Prior to Acceptance

1. A tailored FRACAS Program shall be maintained for the production aircraft. The Contractor shall continue a failure reporting process developed and implemented on previous V-22 contracts. Trends and failures shall be analyzed and recommendations for corrective action shall be made to the Government through the applicable change (i.e., ECP) process. The affected Integrated Product Team (IPT) and / or engineering group shall participate in the analysis of corrective action determination. Reliability failure assessments shall be based upon manufacturing, supplier, and in-house data. Key elements of this requirement shall be:

a. Data Collection Criteria – Maintenance events and anomalies, including Built-In-Test (BIT), shall be reviewed. Maintenance events occurring during Government acceptance flights, prior to DD Form 250, shall be evaluated and classified for relevancy by the Contractor / Government Reliability and Maintainability Review Board.

b. Factory Data Collection – The Contractor's Reliability and Maintainability (R&M) group shall review the maintenance events and anomalies that occur during the manufacturing process at the Contractor's facility, including BIT. Anomalies requiring failure analysis investigation, as determined by the Contractor's R&M team, shall be entered into the FRACAS database.

c. Failure Database – The Contractor shall maintain a failure database similar to the databases developed and implemented on previous V-22 contracts. The failure database shall be used for:

- Failure scoring of pre-delivered aircraft data to verify achievement of the specified Quality Conformance Acceptance Criteria.
- IPT and supplier evaluation of reported failures and anomalies for corrective action implementation. This includes supplier site meetings to evaluate root cause analyses and corrective actions when required.

d. R&M Evaluation – R&M requirements shall be measured using data collected by the Contractor during aircraft build and acceptance. R&M evaluation shall consider supplier analyses and in-house testing. The Contractor's R&M group shall perform trend analysis to determine any unfavorable trends.

e. Suppliers – Based on observed failures under previous V-22 contracts, the projected production failures, and part criticality, selected suppliers with expected high failure rates may be placed on contract by the Contractor to support

the failure reporting and corrective action process. Other suppliers whose observed failures were low and their projected production failure rates are expected to be low should be placed on contract by the Contractor for individual failure investigations on an as required basis. The supplier shall conduct a failure analysis of failed components and assist in determining recommendations for corrective action. The cost of component repair, rework, and retest shall not be directly charged to FRACAS, as these costs are chargeable to production aircraft CLINs.

[REDACTED]

[REDACTED]

L. Systems Engineering

1. The Contractor shall maintain all functions of Systems Engineering as per the latest approved V-22 Systems Engineering Management Plan (SEMP). The Contractor shall implement all systems engineering procedures for the V-22 program, for production, as per the approved SEM in accordance with CDRL A00H. Updates to the SEM shall be provided by the Contractor in accordance with CDRL A00H.

2. The Contractor shall maintain the V-22 Detailed Specification [REDACTED] thereto, as modified by the ECPs set forth in Attachment (3) including submittals for changes, updates to incorporate changes, and electronic deliveries in accordance with CDRL A007.

3. The Contractor shall perform Systems Engineering Management and Administration Recurring support. This effort includes the basic administrative functions to support Systems Engineering and Program Management Information Systems, collaboration tools, and/or databases, including [REDACTED]. Specific tasking includes, but is not limited to, V-22 Action Item Database support; support of meetings associated with production impacts resulting from Technical Interchange Meetings, Preliminary Design Reviews, and Critical Design Reviews, Functional configuration Audits, Physical configuration Audits, and First Article Inspections; and support of the Program Integration Team (PIT) IPT. This recurring administrative support also covers ECPs; however, the administrative effort associated with design reviews, systems engineering analysis and support, and specification changes, as well as, preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

M. System Safety

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective System Safety Program in accordance with the approved System Safety Program Plan (SSPP), [REDACTED] referenced in the SEM. The purpose of this program is to perform risk assessments to address safety issues associated with the V-22 aircraft in production status. Risk assessments shall indicate hazard severity and hazard probability using the hazard categorization matrix tailored for the V-22 program in accordance with the approved SSPP [REDACTED]. This includes risk assessments performed in conjunction with waivers and deviations. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address safety issues associated with the V-22 aircraft.

2. The Contractor, in conjunction with the Government System Safety managing activity, shall support the Systems Safety Working Group (SSWG) meetings to address production related safety issues. Meetings shall be held three (3) times per year. Contractor support of the SSWG shall be in accordance with the approved SSPP [REDACTED]

3. For identified safety issues associated with V-22 aircraft in production under this contract, the Contractor shall maintain closed-loop hazard tracking to ensure that hazard mitigations are implemented and effective and that the associated residual risk is identified. This effort shall include, but is not limited to, hazard mitigations, risks identified through Formal Risk Assessments, and / or hazards maintained in Safety Action Records (SARs). The Contractor shall update and maintain production related Formal Risk Assessments (FRAs) and SARs, as required.

N. Reliability & Maintainability (R&M) Flight Requirements

1. Final acceptance of the MV-22 and CV-22 aircraft shall be in accordance with the latest Government-approved V-22 Acceptance Test Procedures (ATP), Report No. [REDACTED] and shall include the successful execution of approximately [REDACTED] of R&M flights as detailed below, and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

2. The following outlines the requirements for R&M flights:

a. At the time the Contractor has successfully completed the ATP flights and prior to transferring the aircraft to the Government for Government ATP flights, the Contractor shall conduct no more than [REDACTED] of flight that represent operational missions.

b. At the time the Government has successfully completed Government ATP flights and prior to aircraft acceptance via DD Form 250, the Government shall conduct approximately [REDACTED] of failure-free flight, that represent operational missions.

3. Until otherwise directed by the PCO, the R&M flights shall continue through the delivery of the V-22 aircraft under this contract. The Contractor shall continue to maintain metrics for use by the PCO to assess the value of continuing the R&M flights through completion of this contract.

O. Aircraft Finish Specification

1. The Contractor shall maintain an aircraft finish specification [REDACTED] and shall submit revisions for Government approval in accordance with CDRL A00N.

P. Miscellaneous reports: The Contractor shall prepare and submit requests and reports related to material in accordance with CDRL A006.

Items 0002, 0102, 0202, 0302, 0402 – The technical, administrative, financial, and other data called for in support of this contract shall be in accordance with Exhibits A and B.

Item 0101 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 MV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

Item 0106 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 CV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from

Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

SECTION I - CONTRACT CLAUSES

The following have been deleted:

252.242-7004 Material Management And Accounting System MAY 2011

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Exhibits A&B (Item 0002, 0102, 0202, 0302, and 0402) Contract Data Requirements List, DD Form 1423
(Updated in MYPII Defin Mod P00005)

Exhibit C RESERVED

Exhibit D RESERVED

Attachment 1(a) [REDACTED]

Attachment 1(b) [REDACTED]

Attachment 1(c) [REDACTED]

Attachment 1(d) [REDACTED]

Attachment 1(e) [REDACTED]

Attachment 1(f) [REDACTED]

Attachment 2 [REDACTED]

- Attachment 3** **Engineering Change Proposal Baseline Changes dated 18 November 2013 (Updated in P00010)**
- Attachment 4(a) Government Furnished Equipment Detail List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)
- Attachment 4(b) MV-22 and CV-22 Government Furnished Equipment List dated 11 December 2012 (Updated in MYPII Defin Mod P00005)
- Attachment 5(a) DD Form 254, Department of Defense Contractor Security Classification Specification – Bell dated 18 December 2012
- Attachment 5(b) DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing dated 11 December 2012
- Attachment 6 [REDACTED] C-
- Attachment 7 [REDACTED]
- Attachment 8 [REDACTED]
- Attachment 9(a) Contractor Cost and Software Data Reporting Plan (CSDR) Plan - Bell dated 10 December 2012
- Attachment 9(b) CSDR Plan – Boeing 10 December 2012
- Attachment 9(c) CSDR Plan – Bell Boeing dated 10 December 2012
- Attachment 10 Long Lead-Time Items Parts List dated 21 December 2011
- Attachment 11 Economic Ordering Quantity Components, Materials, and Parts List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)
- Attachment 12 UID Parts Marking List dated 13 December 2012
- Attachment 13 Small Business Subcontracting Plan, JPO-9055-13V dated 31 January 2013 (Incorporated in MYPII Defin Mod P00005)
- Attachment 14 Distribution Statements
- Attachment 15 Critical Safety Items (Rev A)
- Attachment 16 Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012
- Attachment 17(a) Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data made under DFARS 252.227-7013, "Rights in Technical Data – Noncommercial Items" (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
- Attachment 17(b) Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software made under DFARS 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (Enclosure (3) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)

Attachment 18



(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE L	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 12/12/2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
5. PROJECT NO. (If applicable)					
6. ISSUED BY AIR-2333 SUITE 155, BLDG. 2272 47123 BUSE ROAD, UNIT IPT PATUXENT RIVER MD 20670		CODE N00019		7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16859 PHILADELPHIA PA 19142-0859	
				CODE S3916A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001	
				10B. DATED (SEE ITEM 13) X 29-Dec-2011	
CODE 3B1R2		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties FAR 43.103 (a)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hartshoc141211 The purpose of this modification is to incorporate Helmet Mounted Display ECPV-22-1007. Reference PID# N00019-13-F7-PMA-275-0220.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or					
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Manager Contracts				15C. DATE SIGNED 12/12/2013	
[REDACTED]				15B. DATE SIGNED 12/12/2013	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to \$6,484,255,056.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].
The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].
The ceiling price has increased by [REDACTED] from [REDACTED] to [REDACTED].
The PTA cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The PTA profit has increased by [REDACTED] from [REDACTED] to [REDACTED].
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 0106

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].
The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].
The ceiling price has increased by [REDACTED] from [REDACTED] to [REDACTED].
The PTA cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The PTA profit has increased by [REDACTED] from [REDACTED] to [REDACTED].
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 0107

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].
The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].
The ceiling price has increased by [REDACTED] from [REDACTED] to [REDACTED].
The PTA cost has increased by [REDACTED] from [REDACTED] to [REDACTED].
The PTA profit has increased by [REDACTED] from [REDACTED] to [REDACTED].
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000608 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

000608

Funding for HMD ECP 1007

FPI

PURCHASE REQUEST NUMBER: [REDACTED]

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN [REDACTED]

CIN: [REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000608:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	[REDACTED]	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	[REDACTED]	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0106 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0106 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	■	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	■	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule item for CLIN 0106 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	■	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	■	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

The following Delivery Schedule Item has been deleted from SUBCLIN 010603:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
██████████	N/A	N/A FOB: N/A	

The following Delivery Schedule item for CLIN 0107 has been changed from:

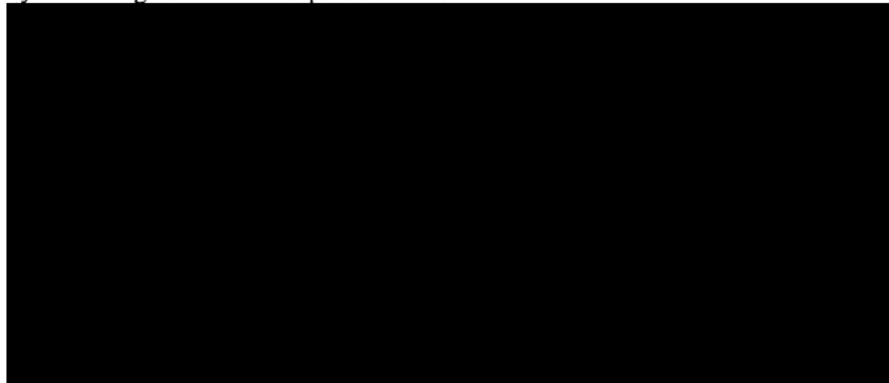
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
[REDACTED]	1	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	Q94203

1. Performance under this contract is contingent upon the appropriation of funds. Therefore, in performing this contract, the Contractor is not authorized to make expenditures or incur obligations, and the Government shall not be

obligated to reimburse the Contractor for expenditures or obligations, in excess of the amounts that the Contracting Officer has specified in Section B as available for contract performance.

Amount available for contract performance: [REDACTED]

Fiscal year funding will be provided on or before the funding dates set forth below, unless those dates are extended by mutual agreement of the parties.



2. If this contract is terminated for the convenience of the Government in part, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance.
3. In accordance with FAR 17.106-1(h), if this contract is terminated for the convenience of the Government in whole, including requirements subject to cancellation, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance, plus the cancellation ceiling, which is \$0 for all cancelled program years.
4. Unless otherwise specifically stated in any change order, change orders issued under this contract shall not increase the limitation of Government liability established in this clause.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

ATCH 4A GFE DETAIL LIST CHANGE

Attachment 4(a) Government Furnished Equipment Detail List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P0005 is changed as follows:

- **MV-22 Government Furnished Equipment**

No Changes

- **CV-22 Government Furnished Equipment:**

Nomenclature	Noun Name	Part Number	NSN	Add/Delete	Mod
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The following have been modified:

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

- Exhibits A&B (Item 0002, 0102, 0202, 0302, and 0402) Contract Data Requirements List, DD Form 1423
(Updated in MYPII Defin Mod P00005)
- Exhibit C RESERVED
- Exhibit D RESERVED
- Attachment 1(a) [REDACTED], dated 24 July 2013
- Attachment 1(b) [REDACTED] dated 21 June 2013
(Incorporated in Mod P00006)
- Attachment 1(c) [REDACTED] dated 21 June 2013
(Incorporated in Mod P00006)
- Attachment 1(d) [REDACTED] dated 21 June 2013
(Incorporated in Mod P00006)
- Attachment 1(e) [REDACTED] dated 21 June 2013
(Incorporated in Mod P00006)
- Attachment 1(f) [REDACTED] dated 21 June 2013
(Incorporated in Mod P00006)
- Attachment 2 [REDACTED]
- Attachment 3 Engineering Change Proposal Baseline Changes dated 12 Dec 2013 (Updated in P00011)**
- Attachment 4(a) Government Furnished Equipment Detail List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005) Note: P00005 Baseline changes are noted above (P00011)**
- Attachment 4(b) MV-22 and CV-22 Government Furnished Equipment List dated 6 November 2013 (Updated in MYPII P00011)**

- Attachment 5(a) DD Form 254, Department of Defense Contractor Security Classification Specification – Bell dated 18 December 2012
- Attachment 5(b) DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing dated 11 December 2012
- Attachment 6 Draft V-22 Obsolescence Management Plan, August 2009 Rev. C–
- Attachment 7 [REDACTED]
- Attachment 8 [REDACTED]
- Attachment 9(a) Contractor Cost and Software Data Reporting Plan (CSDR) Plan - Bell dated 10 December 2012
- Attachment 9(b) CSDR Plan – Boeing 10 December 2012
- Attachment 9(c) CSDR Plan – Bell Boeing dated 10 December 2012
- Attachment 10 Long Lead-Time Items Parts List dated 21 December 2011
- Attachment 11 Economic Ordering Quantity Components, Materials, and Parts List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)
- Attachment 12 UID Parts Marking List dated 13 December 2012
- Attachment 13 Small Business Subcontracting Plan, JPO-9055-13V dated 31 January 2013 (Incorporated in MYPII Defin Mod P00005)
- Attachment 14 Distribution Statements
- Attachment 15 Critical Safety Items (Rev A)
- Attachment 16 Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012
- Attachment 17(a) Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data made under DFARS 252.227-7013, "Rights in Technical Data – Noncommercial Items" (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
- Attachment 17(b) Bell Boeing Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software made under DFARS 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (Enclosure (3) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)

[REDACTED]

(End of Summary of Changes)