

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES |
|--|--|--|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00010 | | | L | 1 14 |
| 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 47129 BLUES ROAD UNIT IPT PATUXENT RIVER MD 20670 | | CODE N0001B | 7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16639 PHILADELPHIA PA 19142-0639 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE 401 TICTRATOR DR PLANT A AMARILLO TX 79111-1200 | | | 9A. AMENDMENT OF SOLICITATION NO | |
| | | | 9B. DATED (SEE ITEM 11) | |
| | | | X 10A. MOD. OF CONTRACT/ORDER NO. N0001B-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. <p>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.</p> | | | | |
| 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 <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: 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 N0001B-12-C-2001. Except as modified herein, all other terms and conditions of the Contract N0001B-12-C-2001 remain unchanged and in full force and effect. FD #: N0001B-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 | |

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SUMMARY OF CHANGES

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 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]

[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 |

[REDACTED]

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]. 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.



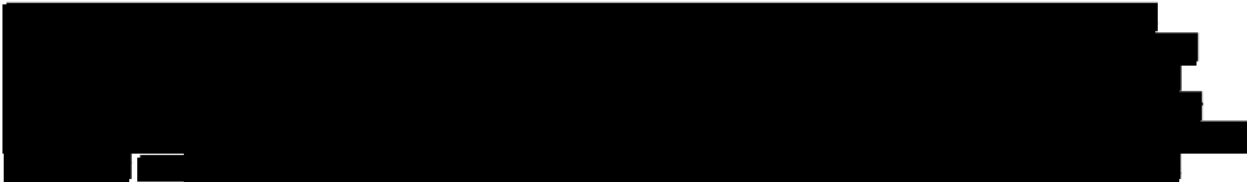
3. The Contractor shall report quarterly progress toward established annual goals to the Government, during either regularly scheduled Production Program Reviews or Semi-Annual Quality Assurance Technical Coordination Meetings, at the contractor's facility. This includes performance to the Quality Assurance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