

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 29-Jun-2012	4. REQUISITION/PURCHASE REQ. NO.	J	1   11
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-2.3.5.1 21936 BUNDY ROAD BLDG 442 PATUXENT RIVER MD 20670		CODE N00019	7. ADMINISTERED BY (If other than item 6) DCMA AIRCRAFT INTEGRATED MAINT OPS KELLY 375 AIRLIFT DRIVE BLDG 375, 2ND FLOOR ROOM 222 SAN ANTONIO TX 78226-1804		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) M7 AEROSPACE LLC ██████████ 10823 NE ENTRANCE RD SAN ANTONIO TX 78216-6001		9A. AMENDMENT OF SOLICITATION NO.		5. PROJECT NO. (If applicable) S4815A	
		9B. DATED (SEE ITEM 11)		SCD: C	
		X 10A. MOD. OF CONTRACT/ORDER NO. N00019-11-D-0002			
CODE 3DAW1		FACILITY CODE		X 10B. DATED (SEE ITEM 13) 01-Apr-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)					
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 43.103(a) and DFARS 252.217-7028 Over and Above Work					
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: collierp123970 BLOCK 4: PMT # N00019-12-P7-CF281  See page 2 for continuation.					
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. COLLIER / CONTRACTING OFFICER TEL: 301-757-5910 EMAIL: Patricia.Collier@navy.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY ██████████ (Signature of Contracting Officer)		16C. DATE SIGNED 29-Jun-2012

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES****SECTION A - SOLICITATION/CONTRACT FORM**

## BLOCK 6

PoC Patricia Collier  
AIR 2.3.5.1.3  
301-757-5910  
[Patricia.collier@navy.mil](mailto:Patricia.collier@navy.mil)

## BLOCK 8

DUNS 126525976

## BLOCK 14 continuation

The purpose of this modification is as follows:

1. Section B - Rename Reserved CLINS 0146 as UC-35 CNS-ATM and 0147 as C-26 CNS-ATM
2. Section C, Section J, and Attachment 1 PWS (Paragraph 5.6, 5.3.3.9, and 5.3.3.12 revised to delete 5252.217-9507 and substitute Clause H-5 Over and Above Procedures (JUNE 2012).
3. Section F - Correct F-1 Exercise of Options (OCT 2010)
4. Section G -Delete 5252.201-9501 Designation of Contracting Officer's Representative (OCT 1994) and update to Designation of Contracting Officer's Representative (Jan 2012)
5. Section G -Add clauses DFARS 252.204-0002 Line Item Specific and 252.251-7000
6. Section H - Delete H-3 NAVAIR 5252.216-9502 Oral Orders
7. Section H - Delete H-5 NAVAIR 5252.217-9507; substitute revised H-5 Over and Above Procedures (JUNE 2012)
8. Section I - Add 252.251-7000 Ordering from Government Supply Source
9. Section I - Correct FAR Clause 52.216-18 Ordering from reference clause to full text clause.

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

## CLIN 0146

The CLIN description has changed from RESERVED to UC-35 CNS-ATM / Other Vendor Items.  
The CLIN extended description Communication, Navigation, Surveillance / Air Traffic Management (P00010) has been added.

## CLIN 0147

The CLIN description has changed from RESERVED to C-26 CNS-ATM / Other Vendor Items.  
The CLIN extended description Communication, Navigation, Surveillance / Air Traffic Management (P00010) has been added.

**SECTION C - DESCRIPTIONS AND SPECIFICATIONS**

The following have been modified:

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

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

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

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

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

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

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

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

**CLINS 0X25 - 0X34 & 0X53 - 0X57 SCHEDULED DEPOT LEVEL MAINTENANCE (PWS 5.5.4)****(a) ENGINE OVERHAUL (CLINS 0X25 - 0X28)**

(1) The Contractor shall provide engine overhauls on a "per occurrence" basis and shall include all labor, services, facilities, equipment and direct and indirect parts and material designated by the OEM as mandatory replacement for each overhaul. The firm fixed price also includes the removal and shipping of unserviceable and replacement engines that are necessary to perform the requirements described in Section 3.8, "Property and Parts Management," and Section 5.5.4 "Engine and Propeller Overhaul" under Attachment 1, PWS. The firm fixed price includes reinstallation of the engine and all costs associated with provision, operation and maintenance of the replacement engine during overhaul. The labor, parts and materials (including shipping costs) for on-condition items that are designated by the OEM as mandatory replacement for each engine overhaul event shall be included in the applicable

firm fixed unit price under CLINS 0X25-0X28 as applicable. The labor, parts and materials (including shipping costs) that are required outside those designated by the OEM as mandatory replacement items will be considered over and above in accordance with H-5 Over and Above Request Procedures (JUNE 2012) (P0010)

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

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

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

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

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

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

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

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

<b>CLINS 0X35 – 0X37</b>	<b>ENGINE REPAIR (PWS 5.5.6)</b>	<b>[P00004]</b>
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The contractor shall provide engine repairs in accordance with PWS 5.5.6. Included in CLINS 0X35-0X37 are those costs associated with engine repair services provided by a commercial aircraft support facility commonly referred to as Fixed Based Operator (FBO). Included are the costs of the FBO vendor services, including both labor and material, required to complete engine repair actions.

<b>CLINS 0X38 – 0X42</b>	<b>RENTAL ENGINES (PWS 5.8.1)</b>
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The Contractor shall provide TPE-331-12 (RC/EC/C-26), JT15D-5D (UC-35C) and PWC535A (UC-35D) rental engines that are maintained under OEM/FAA criteria with up-to-date commercial logbooks in accordance with Section 5.8.1 "Rental Engine" under Attachment 1, PWS.

<b>CLINS 0X43 – 0X45</b>	<b>EMERGENCY REPAIR (PWS 5.5.7)</b>	<b>[P00004]</b>
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The contractor shall provide emergency repairs in accordance with PWS 5.5.7. Included in CLINS 0X43-0X45 are those costs associated with aircraft maintenance and repair services provided by a commercial aircraft support facility commonly referred to as Fixed Based Operator (FBO). Included are the costs of the FBO vendor services, including both labor and material, required to complete emergency aircraft maintenance or repair actions

<b>CLINS 0046-0047</b>	<b>Communications, Navigation, and Surveillance –Air Traffic Management (CNS-ATM) Modification / Upgrades for UC-35 and C-26 NLL aircraft (PWS 5.5.9)</b>	<b>[P00004]</b>
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The contractor shall provide CNS-ATM requirements as requested and as negotiated. CLINS 0X46 and 0X47 will cover costs of the Contractor and any subcontractors/vendors, including both labor and material, required to complete the aircraft upgrades.

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

**CLINS 0X48 RESERVED****CLINS 0X49 – 0X50 OEM ENGINEERING AND TECHNICAL SERVICES (PWS 5.8.2)**

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

**CLINS 0X51 CONTRACT DATA REQUIREMENTS LIST**

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

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

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

**CLINS 0X58 – 0X67 SCHEDULED / UNSCHEDULED CONDITIONAL MAINTENANCE (PWS 5.6)**

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

NOTE: "SCHEDULED" added in **P00004**

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

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

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

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

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

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

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

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

#### **SECTION F - DELIVERIES OR PERFORMANCE**

The following have been modified:

##### **F-1 EXERCISE OF OPTIONS (OCT 2010)**

(P00001 and 00010)

(a) Each option period will be exercised by a unilateral contract modification no later than 31 May for each option beginning with 31 May 2012. For instance, Option Period One shall be exercised by 31 May 2012, Option Period Two by 31 May 2013, and so on. Option exercise will be an unfunded modification. Funds will be provided to the contractor via delivery orders placed after option exercise.

(b) The Government may exercise three (3) twelve-month option periods and one (1) nine-month option period as specified under FAR clause 52.216-18 Ordering. These periods are anticipated ordering/performance periods, but may vary based on date of contract award. Option periods will commence upon expiration of the prior ordering/performance period. All orders placed under an option period shall be subject to the same terms and conditions as those contained under the basic contract.

#### **SECTION G - CONTRACT ADMINISTRATION DATA**

The following have been added by full text to be used in Delivery/Task Orders:

##### **252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)**

The payment office shall make payment using the ACRN funding of the line item being billed.

##### **252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

##### **5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR) (JAN 2012)**

(a) The Contracting Officer has designated/appointed Robin Sullivan / 46990 Hinkle Circle Patuxent River MD PMA2072A 1/ 301-757-8563 as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

- a. Work cooperatively with members of the acquisition team;
- b. If a classified contract, identify contract requirements and changes as they occur to the COSR;
- c. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
- d. Read and understand the DON CPARS guide (policy) and CPARS Procedures Manual accessed through the Reference Material hyperlink in reference (d) and your role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments;
- e. If a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed;
- f. Provide an independent government estimate of desired or ordered work;
- g. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order;
- h. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government;

- i. Pay particular attention to the timely review of invoices;
- j. Obtain refresher training as required by reference (a) or as required by the PCO;
- k. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
- (1) any violation of or deviation from the technical requirements of the contract or order;
  - (2) inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
  - (3) any contractor request for changes to the contract;
  - (4) issues that require clarification or resolution;
  - (5) inconsistencies between invoiced charges and performance, including the use of improper labor categories;
  - (6) instances where funds may be insufficient to complete the contract or order;
  - (7) conditions requiring a replacement for you as COR; and
  - (8) improper use of government material, equipment, or property.
- l. Ensure the contract does not become a vehicle for personal services as described in reference (c);
- m. Review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and
- n. When required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.
6. The preceding list of duties is not intended to be all inclusive. If specific situations arise that you think require contractual attention, do not hesitate to inform the contracting officer.

(b) The effective period of the COR designation/appointment is 1 June 2011 to 28 February 2016

(c) The Contracting Officer has designated/the following as the authorized Assistant Contracting Officer's Representative (ACOR) to perform the duties above at the designated military site:

Site	ACOR
Pacific Missile Range Facility (PMRF), Barking Sands, Hawaii	[REDACTED]
Naval Air Station (NAS), Sigonella, Italy	[REDACTED]
Naval Support Activity (NSA), Naples, Italy	[REDACTED]
Naval Air Facility (NAF), Andrews Air Force Base (AFB), Maryland	[REDACTED]
Marine Corps Air Station (MCAS), Futenma, Japan	[REDACTED]
Marine Corps Air Station (MCAS), Miramar, California	[REDACTED]
Marine Corps Air Station (MCAS), Cherry Point, North Carolina	[REDACTED]
Naval Air Station (NAS), New Orleans, Louisiana	[REDACTED]

(d) The effective period of the ACOR designation/appointment is 1 June 2011 to 28 February 2016, unless otherwise shortened due to reassignments.

The following has been deleted:

## REPRESENTATIVE (COR)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

The following has been added by full text:

**H-5 Over and Above Work Request Procedures (JUNE 2012)**

- (a) These procedures apply to over and above work ordered under CLINS 0X58-0X67 and 0X70. Over and above work is inclusive of the meaning in DFARS 252.217-7028(a) and includes maintenance actions not in the fixed priced CLINS. Over and above work includes, but is not limited to, incorporation of Navy-elected Service Bulletins, FAA Airworthiness Directives, Time Compliance Technical Orders, and repairs resulting from discrepancies discovered during depot events.
- (b) The Contractor shall prepare and submit the enclosed Over and Above Work Request (OAWR) to the ACO with a copy to the COR. The Contractor shall identify the total labor hours, materials (items, quantity and cost), and travel required to complete the effort in sufficient detail to enable a thorough evaluation. The Contractor shall also propose a schedule to complete the over and above work.
- (c) The COR will review the OAWR, verify that the work is not included in the fixed price of another line item, and determine that the Government requires the work effort performed, and then forward the OAWR to the ACO with a recommendation of approval or disapproval.
- (d) The ACO will either:
- (1) Disapprove the OAWR. In this event, the OAWR will be returned to the Contractor with an explanation for the disapproval. A copy will also be provided to the COR.
  - (2) After verification that funds are available, authorize the OAWR and establish Not to Exceed (NTE) labor hours and NTE costs for material and travel. Upon issuance of the ACO's Notice to Proceed, the Contractor shall proceed with over and above work.
- (e) If the total over and above labor hours, material costs, or travel costs are anticipated to exceed the NTE in the Notice to Proceed, the Contractor shall notify the ACO and the COR in writing prior to expending 75 percent of the approved NTE and provide a revised estimate of total labor hours, material, or travel to complete the over and above work in a supplemental OAWR.
- (f) The Government is not obligated to reimburse the Contractor for any costs incurred by the Contractor that exceed the approved NTE unless and until such amount is increased by the ACO.
- (g) The Contractor is authorized to enter into commercial Fixed Price subcontracts for over and above work in accordance with FAR 52.244-6.
- (h) At the completion of the over and above work, the Contractor shall submit a cost voucher. The cost voucher amount shall be included with the monthly Contractor Funds Status Report submitted in accordance with CDRL A008.

The following have been deleted:

5252.216-9502	ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) OCT 2005
5252.217-9507	OVER AND ABOVE WORK REQUESTS OCT 2005



**SECTION I - CONTRACT CLAUSES**

The following have been added by full text:

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)**

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement Contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [Provided as required];

Government Remittance Address [Provided as required];

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

**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued in accordance with the following chart:

(P00001)

ITEMS	DELIVERIES OR PERFORMANCE
Phase-In (Minimum of 60 days)	01 April 2011 to 31 May 2011
Base Period	01 June 2011 to 31 May 2012
Option Period I	01 June 2012 to 31 May 2013
Option Period II	01 June 2013 to 31 May 2014
Option Period III	01 June 2014 to 31 May 2015
Option Period IV (Includes minimum 60-day Phase-Out)	01 Jun 2015 to 28 February 2016

Note: Performance may extend up to 6 months beyond the end of the ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements Lists (CDRLs):		
	A001 – A003, A005, A006, A008, A009, A011, A012, A014, A016 and A017	12	29-OCT-2010
	A004, A007, A010, A015	4	19-NOV-2010
	A013	1	18-NOV-2111 [P00006]
	A018		24-AUG-2011[P00004]
Attachment 1	Navy Light Lift (NLL) Performance Work Statement (PWS)	23	20-JUN 2012 [P00010]
Attachment 2	Acronyms	2	19-NOV-2010
Attachment 3	RC/EC/C-26D Required Logbook Forms	1	14-APR-2010
Attachment 4	Government Furnished Equipment (GFE)		
Attachment 4A	UC-35 GFE	45	11-DEC-2009
Attachment 4B	C-26 GFE	13	14-APR-2010
Attachment 5	Mission Equipment List (MEL)		
Attachment 5A	UC-35C/D MEL	48	11-DEC-2009
Attachment 5B	RC/EC/C-26D MEL	95	11-DEC-2009
Attachment 6	NLL Avionics Configurations	3	11-DEC-2009

Attachment 7	DD Form 254 – Department of Defense Contract Security Classification Specification	3	31-May-2011 (P00001)
Attachment 8			
8a	WD-05-2153(R14)-PMRF,HI	10	14-SEP-2010
8b	CBA- NAS New Orleans	45	01-NOV-2010 to 30-SEP-2011
8c	CBA- MCAS Miramar	34	01-JUN-2009 to 01-JUN-2012
8d	CBA-Andrews AFB	46	30-SEP-2008 to 30-SEP-2011
8e	CBA-MCAS Cherry Point	36	02-JUL-2008 to 01-JUL-2011
Attachment 9	Small Business Subcontracting Plan	12	08-MAR-2011
Attachment 10	Staffing Plan		Incorporated by reference IAW M7 Proposal (Volume 2, Book II, Annex 2) Available upon request via NAVAIR contracts
Attachment 11	Approved Key Management Personnel Listing	1	29-MAR-2011
Attachment 12	Quality Assurance Surveillance Plan (QASP)	3	17-FEB-2010
Attachment 13	Phase-In Plan		Incorporated by reference IAW M7 Proposal (Volume 2, Book I, Section 2.1.4) Available upon request via NAVAIR contracts

This modification P00010 is place pursuant to the terms and conditions of contract N0001-11-D-00002 and as set forth by this modification. All other terms and conditions remain unchanged.

(End of Summary of Changes)

