

# **MYX CRH ADDENDUM**

## **MANDATORY SUBCONTRACT REQUIREMENTS FOR ORDERS UNDER MULTI-YEAR X ISSUED IN SUPPORT OF SIKORSKY'S COMBAT RESCUE HELICOPTER PROGRAM**

**(Revision 1, Dated 29-September-2019)**

### **AFLCMC/WIH-H006 CONTRACTOR IDENTIFICATION (FEB 2012)**

In addition to the requirements set forth in AFFARS 5352.242-9000, the subcontractor shall also perform the following:

(a) Subcontractor personnel and their subcontractors must identify themselves as subcontractors or subcontractors during meetings, telephone conversations, in electronic messages, or in correspondence related to this contract.

(b) Subcontractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with subcontractor supplied signs, name plates or other identification, showing that these are work areas for subcontractor personnel.

(End of Clause)

### **AFLCMC/WIH-H008 SUPPORT CONTRACTOR ACCESS TO INFORMATION (FEB 2012)**

Non-Government employees serving as covered Government support contractors to the DoD will have access to subcontractor proposals and other program documentation, including that marked "proprietary". Each A&AS subcontract, which supports this contract, will include the appropriate FAR and/or applicable supplements' requirements related to the covered Government support contractors' use of information provided by the contractor or its' subcontractors.

(End of Clause)

### **AFLCMC/WIH-H019 EQUITABLE ADJUSTMENT FOR RELIABILITY REQUIREMENT (APR 2017)**

As the prime contractor on the CRH program, Buyer's reliability and maintainability (R&M) contractual commitments will be evaluated against the entire CRH aircraft's mean time between failure ("MTBF"). The U.S. Air Force's method for calculating MTBF is explained below for your information. For the purposes of this clause, MTBF is calculated only at the CRH aircraft level. Buyer's failure to meet the Government's MTBF requirements entitles the U.S. Air Force to an equitable adjustment against Buyer. To the extent an in-scope deficiency in the goods or services provided by Supplier causes Buyer to fail to meet its contractual R&M requirements on the CRH contract resulting in a request for equitable

adjustment against Buyer, Buyer shall have the corresponding right to an equitable adjustment against Supplier. Buyer's right to an equitable adjustment under this clause shall be on a pro rata basis to the extent the goods or services provided by Supplier are only a partial cause of the CRH aircraft's failure to meet contractual R&M requirements. For the purposes of this clause, an in-scope deficiency is defined as any deficiency in Suppliers goods or services as evaluated against this Agreement, including any specifications, drawings, statements of work or other documents whether incorporated by reference or in full text.

Supplier shall submit an ECP to correct the in-scope deficiency, shall retrofit all delivered goods and or services to correct the in-scope deficiency, and shall provide yet to be delivered goods or services with the in-scope deficiency corrected. These efforts shall be completed within 12 months at no additional cost to Buyer. The failure of the parties to agree on the existence of an in-scope deficiency, as defined in this clause, shall be a considered a dispute and handled pursuant to the Disputes provision of this Agreement.

*Illustrative Examples:*

1. Supplier provides Widget X to Buyer. Widget X fails to conform to the requirements of this Agreement and causes the CRH fleet to be grounded. The grounding of the fleet results in the CRH aircraft failing to meet its MTBF requirements, and the Air Force submits a request for equitable adjustment against Buyer under prime contract clause H-019. This clause would apply in this scenario and enable Buyer to seek a corresponding request for equitable adjustment against supplier.

2. Supplier provides Widget Y to Buyer. Widget Y is provided with a widget-specific MTBF. Widget Y fails to meet its widget-specific MTBF on the CRH aircraft, but the CRH aircraft continues to meet or exceed the aircraft-level MTBF. This clause would not apply, and Buyer would not be entitled to an equitable adjustment pursuant to this clause (Buyer's other rights and remedies would remain intact).

U.S. Air Force Calculation of MTBF on the CRH Contract (provided for informational purposes only):

The specific measure monitored is mean time between failure (MTBF). The fleet's previous 12-month average data as contained in the USAF Weapons System Logistics, Installation and Mission Support - Enterprise View (LIMS-EV) system will be evaluated 30 months after achievement of Required Asset Available (RAA) and yearly thereafter through the completion of the prime contract. To account for potential discrepancies in the LIMS-EV metrics, the previous 12-month average for MTBF-1 and 12 hr Fixed Rate shall be no less than 97% of the SS requirement and the Abort Rate shall be no more than 103% of the SS requirement.

(End of Clause)