

Special MY IX Flow Down Requirements

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Special U.S. Government Flow Down Requirements for MY IX.

H-1 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010), is hereby incorporated by reference.

H- 6 FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM IDENTIFICATION

Supplier shall identify any Critical Safety Item (CSI) that has been independently certified by the Federal Aviation Administration (FAA) that required an airworthiness approval tag (FAA Form 8130-3), and shall provide a copy of such FAA Form 8130-3 to Buyer upon delivery of the part.

H-19 DISCLOSURE OF CONTROLLED UNCLASSIFIED INFORMATION (CUI)

Pursuant to DFARS 252.204-7000, Disclosure of Information, this provision constitutes the prior written approval of Buyer's U.S. Government Contracting Officer to release CUI: (1) directly related to the performance of this subcontract to lower-tier subcontractors requiring such information, and (2) to Government auditors or other Government personnel acting in their official capacity. The Supplier shall not release any unclassified information to foreign governments or international organizations, regardless of medium (e.g., film, tape, and document), pertaining to any part of this subcontract or any program related to this subcontract to anyone outside the Contractor's organization, unless:

- (1) Approval for release through the ITAR process IAW 22CFR125.2 is obtained; or
- (2) The written approval of Buyer's U.S. Government customer is obtained; or
- (3) The information is otherwise in the public domain before the date of release.

The Supplier shall include a similar requirement in each subcontract under this Agreement. Supplier and its subcontractors shall submit requests for authorization to release through Buyer to the Contracting Officer.

H-30 TECHNICAL DATA – WITHHOLDING PAYMENT SPECIFIED

Buyer's ability to withhold payment due to deficient or delayed technical data deliveries, as described in DFARS 252.227-7030, shall be limited to 1% of the total value of technical data deliverables associated with this subcontract.

H-36 COMMINGLED PARTS

Sikorsky's U.S. Government customer has prohibited the commingling of domestic and non-domestic ball and roller bearings under Buyer's prime contract and this Subcontract. Supplier agrees that any ball or roller bearings provided under this subcontract will be domestic pursuant to DFARS 252.225-7016, and that Supplier shall not commingle domestic and non-domestic ball or roller bearings to be delivered under this subcontract with any non-domestic ball or roller bearings.

H-37 CONTRACTOR MANPOWER REPORTING REQUIREMENTS

To the extent any services are provided under this Agreement and such services are not ancillary in nature (i.e., services that would fall within Supplier's overhead), Supplier shall report all labor hours, including subcontractor labor hours, required for performance of the services element(s) of this Agreement. The reporting portal and guidance on what should and should not be reported is available at <http://www.ecmra.mil/>, under the "Department of the Army CMRA" link, and such guidance is hereby incorporated by reference. Supplier shall completely fill in all required data fields, and shall report all data no later than October 31 of each calendar year.

H-48 DFARS 252.211-7003, ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

DFARS 252.211-7003, Item Unique Identification and Valuation, is hereby incorporated by reference.

H-50 COMMERCIAL ITEMS AND SERVICES

As stated in the MY IX RFQ, Supplier must complete an SA6064 adequately substantiating the commerciality any items and/or services proposed as a "commercial item" as that phrase is defined in FAR 2.101. Supplier recognizes that it is Buyer's U.S. Government customer, and not Buyer, who has ultimate authority to approve or reject any commerciality assertions provided by Supplier. As such, Buyer's agreement with Supplier's commerciality assertion(s) does not represent final approval of Supplier's commerciality assertion(s). If Buyer's U.S. Government customer subsequently rejects Supplier's commerciality assertion(s), Supplier shall provide certified cost or pricing data in accordance with FAR 15.403-1 within thirty (30) days of notification from Buyer that Supplier's commerciality assertion has been rejected by Buyer or Buyer's U.S. Government customer. In all events, Supplier agrees to cooperate with Buyer in addressing questions or issues related to the substantiation of Supplier's commercial item assertion(s).

H-51 DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION (AUG 2015)

DFARS 252.204-7012, Safeguarding Covered Defense Information, is hereby incorporated by reference

Electronic Parts Management SOW. (Appendix 1 OCCL attached).

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1.0 Scope

The supplier/subcontractor (“Supplier”) shall define, document, implement and maintain an electronic component management plan (“ECMP”) for UH-60M and HH-60M (collectively, “Aircraft”) electronic components and items containing electronic parts (collectively, “Electronics Components”) satisfactory to Sikorsky (“Buyer”). The ECMP shall have four elements: Counterfeit Prevention, Lead-free Control, COTS management, and obsolescence management. A detailed Diminishing Manufacturing Sources and Material Shortages (“DMSMS”) / Obsolescence Management Plan as defined in section 3.0 is only required from Suppliers that supply the Electronic Components listed in Attachment A. All other suppliers Electronic Components shall meet the obsolescence requirements defined in section 2.0 and the SA908.

2.0 Electronic Component Management Plan (“ECMP”)

The ECMP shall be prepared in the subcontractor’s own format, and in accordance with (i) GEIA-STD-4899 as a guide and (ii) DI-MISC-80508, and shall include a detailed compliance program describing how Supplier will achieve the component technical requirements satisfactory to Buyer.

The Supplier shall perform in accordance with the ECMP. Supplier shall only deliver Goods which comply with the technical requirements of GEIA-STD-4899 including the selection of compliant Electronic Components and implementation of applicable controlled processes.

The Supplier shall define and control the process used to select and qualify sub-tier suppliers of Electronic Components. Elements of such selection process shall include how performance and reliability of Electronic Components from sub-tier suppliers is monitored and how sub-tier supplier qualification is maintained.

Sikorsky may request and/or audit the ECMP. The ECMP shall contain the following elements:

2.1 Counterfeit Prevention Plan (“CPP”)

The Supplier's ECMP shall establish and maintain a, or update the existing, Counterfeit Prevention Plan ("CPP") satisfactory to Buyer. Supplier shall require a CPP meeting the requirements herein from sub-tier suppliers of materials, parts, commodities, items, assemblies, subassemblies, components and software items (collectively in this section "Materials") used by Supplier in its Goods. The CPP shall meet the requirements of **SAE AS5553** for electronic items. The Supplier shall procure parts from original manufacturers or the original manufacturers' franchised distributors. With respect to Materials, Supplier's shall prevent counterfeits as described in Ref. 14, "Counterfeit Clause."

2.2 Lead-free Control Plan ("LFCP")

To mitigate the harmful effects which can occur from the use of lead-free tin finishes in helicopter system/subsystem applications, Sikorsky imposes a Control Level 2C requirement from GEIA-STD-0005-2 for managing lead free Electronic Components. Sikorsky manages these risks: (i) primarily, through the prohibition of lead-free tin finishes defined within GEIA-STD-0005-2, Control Level 2C primarily, (ii), to a lesser extent, through specific application of mitigations, and (iii) in exceptional cases, by design rules. The Supplier's ECMP shall establish and maintain a, or update the existing, Lead Free Control Plan ("LFCP") satisfactory to Buyer. The Supplier's LFCP shall support Sikorsky's Control Level 2C requirement. Supplier shall require a LFCP herein from sub-tier suppliers of Materials that include lead-free materials. The LFCP shall:

- 2.2.1 follow the guidelines set forth in GEIA-STD-0005-1, "Performance Standard for Aerospace and High Performance Electronic Systems Containing Lead-Free Solder" or its equivalent.
- 2.2.2 include tin whisker mitigation plans in accordance with GEIA-STD-0005-2, "Standard for Mitigating the Effects of Tin Whiskers in Aerospace and High Performance Electronic Systems" or its equivalent, at control level 2C or equivalent.
- 2.2.3 include any special design considerations, manufacturing process controls, test and qualification requirements, quality inspection and screening, marking and identification, maintenance and repair processes, and
- 2.2.4 the other steps taken by the Supplier/sub-tier supplier to mitigate risks.

2.3 Commercial Off-the-Shelf ("COTS") Management

The Supplier, as a portion of the ECMP, shall establish and maintain a, or update the existing, COTS Management Plan satisfactory to Buyer. The COTS Management Plan shall meet the requirements of EIA-933.

2.4 DMSMS (Obsolescence) Management Plan ("OMP")

Supplier shall maintain, at its own expense, a DMSMS (obsolescence) management program ("OMP") that includes an on-going review and identification of actual and potential DMSMS issues, including but not limited to, obsolescence of components, assemblies, sub-assemblies, and material for the Goods. The OMP shall remedy any and all obsolescence issues arising for the Goods. Supplier shall perform all testing, qualification, non-recurring activities, and engineering services required for maintaining an OMP. In no event shall remedying a DMSMS issue: (i) entitle Supplier to a price increase, (ii) entitle Supplier to make a claim for equitable adjustment, or (iii) waive, relieve or release Supplier from fulfilling all its duties under the Order including, without limitation, compliance with Specifications and Delivery Dates. In addition to the foregoing, Supplier shall also comply with any obsolescence related statements of work or Order attachments.

Supplier shall maintain the ability to manufacture the Goods, which shall include, without limitation, assuring that subcomponents and materials are available, maintaining tooling and other production capability until the later of twenty five (25) years after the last Order is placed by Buyer for Goods or less than five (5) end products incorporating Goods are in operation anywhere in the world.

The Supplier shall establish and maintain a, or update the existing, OMP IAW TechAmerica-STD-0016 as a guide as a portion of the ECMP satisfactory to Buyer. The OMP shall document procedures for obsolescence management to include obsolescence forecasting and plans for reacting to and resolving DMSMS issues. Sikorsky requires notification of all potential obsolescence issues with a projected five years or less to Last Time Buy date which would drive Class I design changes to the delivered component.

2.5 Obsolescence Working Group (“OWG”)

Supplier shall participate as requested with Sikorsky (“Buyer”) and the Government (“Customer”) in Obsolescence Working Group (“OWG”) meetings to identify, evaluate and mitigate obsolescence issues. Supplier may participate by teleconference. Supplier shall work diligently to complete by the dates assigned any actions assigned to it in the OWG. Supplier shall be prepared to discuss all component level obsolescence threats and events, and mitigations that were implemented or are proposed to minimize the obsolescence risk.

The ECMP shall identify the Supplier’s point of contact (“POC”) with Sikorsky to serve as the primary interface regarding the ECMP, including matters concerning sub-tier suppliers. Supplier shall also identify Supplier’s internal organization responsible for the obsolescence management process and its implementation. The POC will be responsible for addressing issues regarding plan implementation, representation on the OWG, and notifying Buyer of component obsolescence issues as they are identified.

3.0 Obsolescence Management Program

APPLICABILITY: The duties created by this Section 3.0 on obsolescence management planning only apply to Suppliers that supply the Electronic Components Goods listed in Attachment A, and are in addition to any obsolescence obligations in section 2.0 and the SA908. The Supplier shall deliver to Sikorsky, for its component(s) listed in Attachment A, an OMP as a Data Deliverable (as defined below) that follows the requirements as described in, and otherwise complies with the provisions of, this section which also utilizes guidance from TechAmerica-STD-0016, “Standard for Preparing a DMSMS Management Plan.” The Supplier shall procure components (perform a last time buy “LTB”) as needed for the duration of their Order in order to bridge the transition to a replacement component.

3.1 Obsolescence Program

Supplier acknowledges its responsibility to identify, analyze and implement a solution for obsolescence related to its Goods as necessary to fulfill the requirements of its Order. Supplier shall perform an ongoing proactive obsolescence program to mitigate obsolescence impacts during period of performance for this Order, and provide Buyer advance notification of obsolescence issues that will require a redesign/requalification effort outside the scope of this Order. Supplier further acknowledges that significant redesign, re-qualification and other non-recurring efforts require advance notification to the Customer in order to develop timely technical plans of action to affect major redesign and re-qualification. The Supplier should be able to demonstrate through process knowledge and objective evidence how the processes are being used to achieve the results necessary to satisfy program requirements.

If Supplier determines that one or more components will become obsolete during the period of performance of this Order, Supplier shall provide written notice to the Buyer five years in advance of the date on which the obsolescence issue is forecasted to result in the inability of the Supplier to deliver the component to the requirements of this Order (or to the forecasted requirements of potential future orders outside the scope of this Order). This notice will include the Supplier’s preliminary recommendation to correct the problem. Recommendations and mitigations will include, but not be limited to, one of the following general categories:

- i. No Solution Required
- ii. Approved Part
- iii. Life of Need Buy

- iv. Repair, Refurbish, or Reclamation
- v. Extension of Production or Support
- vi. Simple Substitute
- vii. Complex Substitute
- viii. Development of a New Item or Source
- ix. Redesign – next higher assembly
- x. Redesign – complex / system replacement, technology refresh

3.2 Obsolescence Process

The process to manage obsolescence requires 3 basic steps which Supplier shall include in its OMP and shall implement and maintain:

3.2.1 Identification:

Supplier through use of alerts, including GIDEP part requests (ALERTs, Safe Alerts, Problem Advisories and Counterfeit Parts), standard tools, and their bill of material (“BOM”) shall identify all components with obsolescence issues (less than five years to projected LTB), and forecast potential obsolescence issues beyond five years. Supplier shall conduct a full BOM health check of the electrical components at least twice a year. Results shall be reported in accordance with the Obsolescence Critical Component List (“OCCL”) deliverable below.

3.2.2 Analysis:

Supplier shall review the obsolescence data, define the path for resolution and report such matters in the OCCL. If re-design is required due to specific component obsolescence, Supplier shall evaluate all components for obsolescence risk and re-design Goods to minimize future obsolescence risk and cost. Any obsolescence issues with less than one year to last time buy shall be reported to the Buyer in writing within 30 days after finding.

3.2.3 Implementation:

Buyer shall coordinate direction for resolution of obsolescence issues with the OWG and the appropriate Buyer program representatives. Supplier shall initiate the recommended mitigation actions as soon as practicable.

3.3 Obsolescence Data Deliverables (“Data Deliverables”)

Supplier shall deliver as Data Deliverables: (i) an OMP and (ii) an OCCL for Goods. The OCCL shall be delivered as defined in this section. If Supplier cannot demonstrate or support a proactive obsolescence process, Supplier shall deliver to the Buyer a component list BOM, as described below in 3.3.2.2.

3.3.1 DMSMS (Obsolescence) Management Plan (“OMP”):

The Supplier shall generate and deliver a DMSMS (Obsolescence) Management Plan (“OMP”) that meets the requirements of the Sikorsky Obsolescence Management Program set forth in this Section and IAW TechAmerica-STD-0016 as a guide. The Supplier shall establish and utilize an effective OMP that, in addition to the requirements of this Section, also: (i) identifies obsolescence status for all Materials used in the current and prior configurations of Goods; (ii) establishes procedures for the proactive management of obsolescence issues and addresses implementation of the requirements of this Section 3; (iii) includes Supplier’s obsolescence forecasting tools and processes, and obsolescence mitigation plans for reacting to, and resolving, obsolescence issues; and (iv) identifies those Materials that have critical obsolescence availability issues with less than five years to the projected LTB date. The Subcontractor’s OMP is to be

delivered, 60 days after contract award in accordance with SDRL BE017. Supplier shall meet with Buyer, upon Buyer's request, to review its OMP, and demonstrate OMP implementation and effectiveness.

3.3.2 Obsolescence Critical Component List (“OCCL”):

3.3.2.1 Supplier shall deliver to Buyer, 90 days after contract, every April and October thereafter, and within 30 days after an obsolescence issue is realized as defined in General Process Requirements below, a list of all components that have critical obsolescence availability issues (less than five years to projected LTB date) in accordance with SDRL BE019.

3.3.2.1.1 Note: As LTB dates can change through time, the validity of the LTB dates shall be monitored throughout the entire process, and at a minimum, be updated at every scheduled submittal. The OCCL shall provide data needed to make short and long term strategic decisions and include Supplier's plans for resolution. The OCCL shall be provided in the format attached hereto as Attachment B, and color coded by availability of last time buys and or completed resolutions as follows:

Red – Less than two years to last time buy date with no implemented resolution

Yellow – less than three years to last time buy date with no implemented resolution

Green – less than three years to last time buy date with resolution in place

No Color – less than five years to LTB

3.3.2.2 **Component List (“BOM”):** If Supplier cannot demonstrate a proactive obsolescence mitigation process, the Supplier shall provide a component list BOM for Buyer to evaluate. The BOM shall include a list of all active and passive Electronic Components used to make the line replaceable units for the Aircraft (“LRU(s)”). The BOM shall identify Supplier part numbers and their commercial equivalent, or make from part numbers, where applicable. Examples of make from parts are resistors, capacitors, diodes, integrated circuits, hybrids, application specific integrated circuits, wound components and relays. This list should be a sortable MS Access or EXCEL format and delivered in accordance with SDRL BE018.

Attachment A

UH-60M / HH-60M Common					
Component	Supplier PN	NSN	LRU	Supplier	Nomenclature
70450-01825-105	1120000-005	1680-01-573-5859	FDDCP	Korry Electronics	Flight Director Display Control Panel
70550-02805-103	1-002-0102-2309	6130-01-536-9332	ELEC POWER	Avionic Instruments	CONV 400 AMP DC
70600-01816-103	C99081-001	6635-01-557-9607	AVCS-EU	Moog	VCAS, EU
70600-01820-101	599-1200-003 Rev H	5895-01-545-0897	ICS-CAP	Telephonics	ICS CONTROL PNL
70600-01820-103	599-3100-017 Rev G	5895-01-544-9823	ICS-ICU	Telephonics	ICS CONTROL UNIT
70600-01821-101	D5160-0316	6610-01-558-4786	ADS ADC 1&2	Penney & Giles	AIR DATA COMPUTER
70600-01822-101	501-1851-2402	6610-01-558-7571	ESIS Display	L3	ESIS, DISPLAY
70600-01822-102	501-1826-02	6605-01-560-8273	ESIS Sensor	L3	ESIS, SENSOR
70600-01822-104	501-1712-04	6130-01-558-4798	ESIS PWR Supply	L3	ESIS,PWR SUPPLY
70600-01822-105	501-1803-145	5962-01-561-0215	ESIS Config Module	L3	CONFIG MODULE
70600-01822-106	9200-30000-058	6610-01-614-3703	ESIS ADC-4000	L3	ESIS, COMPUTER
70600-01823-102	180330-001	5895-01-558-7972	ESH	GE Aviation	ETHERNET HUB, 16 PORT
70600-01825-102	100-602534-001	5930-01-573-7510	Panel	CMC	EMERGENCY CONTROL PANEL
805-11500-001	805-11500-001	5841-01-536-9302	Stormscope WX-500	L3	PROCESSOR,RADAR DATA
805-10930-002	805-10930-002	5985-01-548-1447	Stormscope Antenna	L3	Antenna, WX-500
817-11500-001	817-11500-001	N/A	Stormscope Install Kit	L3	Kit, Install
501-1795-01	501-1795-01	1680-01-480-5168	Attitude Indicator	L3	Backup Attitude Ind
70600-01823-102	180330-001	5895-01-558-7972	ESH	GE Aviation	ETHERNET HUB, 16 PORT
70600-01825-102	100-602534-001	5930-01-573-7510	Panel	CMC	EMERGENCY CONTROL PANEL
N/A	822-3029-001	7025-01-617-2005	MFD (C4A)	Rockwell Collins	SCD,MULTI FUNCT DISPLAY
70600-01827-102	D6481001000	5895-01-590-6682	DTS	GE Aviation	DATA XFR SYSTEM
70600-01828-101	29714-001	1680-01-558-4787	RSP	Korry Electronics	REVERSIONARY SWITCH PANEL
70600-01844-101	100-602533-000	6615-01-573-7644	FMS	CMC	FMS
70600-02806-103	N/A	5895-01-576-1873	IVHMS	Goodrich (UTAS)	IVHMS/IVHMU
70600-03810-103	1200931-3-003	6610-01-552-2726	AVCS-CPU	Hamilton Sundstrand	AVC COMP
70600-03811-101	280930	6610-01-557-9608	DCU	BVR	DCU
70901-01803-101	1200100-3-001	6615-01-558-8744	AFCC-FCS	Hamilton Sundstrand	AFCC COMPUTER
70901-01803-102	1200100-3-002	6615-01-576-4325	AFCC-FCS	Hamilton Sundstrand	AFCC COMPUTER
70901-01803-103	1200100-3-003	6615-01-574-3402	AFCC-FCS	Hamilton Sundstrand	AFCC COMPUTER
70901-01803-104	1200100-3-004	6615-01-574-3402	AFCC-FCS	Hamilton Sundstrand	AFCC COMPUTER
HH-60M Unique					
Component PN	Supplier PN		LRU	Supplier	Nomenclature
NA	26280-200	5855-01-614-8082	Talon	FLIR	FLIR Turret Sensor Unit
	4B3500-1AM-1831	5999-01-569-4127	Frequency Converter	AI2	

Attachment B

OCCL Plan



16B_Attachment_1
_OCCL_to_Ref_16.xl

Cyber Security SOW

System Security Engineering (“SSE”)

Supply Chain Risk Management (SCRM)

The Supplier of components listed in Table 2.2-1 of Appendix 1 shall establish a Supply Chain Risk Management (SCRM) Program that implements the key practices identified in Table 5.3.4-1 of the “UH-60 BLACK HAWK Program Protection Plan,” Revision 2 – Update DRAFT (Appendix 1).

The Supplier of components listed in Table 2.2-1 of Appendix 1 shall deliver the Information and Communication Technology (ICT) SCRM Plan IAW TDS-937 SDRL **BD016**.

Cyber Security SOW

Appendix 1

UH-60 BLACK HAWK Program Protection Plan



UH-60 BLACK HAWK
PPP Updated DRAFT_

Technical Data Specification (TDS) Checklist.

BLACKHAWK SUPPLIER DATA REQUIREMENT CHECKLIST										
SAC PART/DRAWING NUMBER:						COG. Eng. Lead:		PM: 13		PEP No.
SOW NUMBER:								<p style="color: red; text-align: center;">This Page Contains No Technical Data Controlled by the ITAR or EAR Sikorsky Aircraft Corporation Proprietary</p>		
NOMENCLATURE:										
SPECIFICATION NUMBER:										Checklist date:
SUPPLIER:										
SUPPLIER CODE:										
SAC CHARGE NUMBER						Sikorsky Buyer Name		Data Management Name		
				Supplier to identify Asserted Rights in accordance with DFARS						
DATA ITEM NUMB ER	Data REQ' D Y/N	SOW PARA	If SDRL will be a CDRL Requir emet - Identif y the CDRL # or "N/A"	Asserted Rights: Limited, Govt Purpose, Restricted, commercial, etc. (Please identify the DFARS number and the Rights) Example: DFARS 252.227-7013 - Limited Rights	Data Asse rtion (s)	Justificati on (For column F)	DATA ITEM DESCRIPTION	DELIVERY SCHEDULE	COMMENTs/EXCEPTI ONs	Schedule Delivery Date
BA002	Y	3.1.6, 3.1.6.1	N006, N007				Cost Summary Data Report	Reports shall be submitted quarterly as required on contract CCDR Plan and Contract. Initial delivery is	Deliverable is required only from Kaman Aerospace Corporation, GKN Westland Aerospace, and PZL-MIELEC	

								scheduled 60 days after contract award	
BA003	Y	3.1.6, 3.1.6.1	N006, N007				Functional Cost-Hour Report	Reports shall be submitted quarterly as required on contract CCDR Plan and Contract. Initial delivery is scheduled 60 days after contract award.	Deliverable is required only from Kaman Aerospace Corporation, GKN Westland Aerospace, and PZL-MIELEC
BA023	Y	3.1.6.2	N009				Contractor Business Data Report	Reports shall be submitted annually, within 60 days subsequent to the end of the S/S's fiscal year.	Deliverable is required only from Kaman Aerospace Corporation, GKN Westland Aerospace, and PZL-MIELEC
BD016	Y	3.17.2	R005				Information and Communication Technology (ICT) Supply Chain Risk Management (SCRM) Plan	120 DAC, then updates as changes warrant.	Deliverable is required from suppliers of the hardware and software for the Multi-Function Display (MFD) and the Flight Management System (FMS).
BD022	Y	DFARs-252.246-7007	J001				Counterfeit Electronic Part Detection and Avoidance System Acknowledgement Letter	60 days after Contract/Purchase Order Award	

BE007	Y	3.2.2.1.4	K014				Engineering Change Proposal (ECP - Class I)	Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form on the web site go to the Technical Data Specification (TDS-937)		
BE008	Y	3.2.2.1.8	K009				Engineering Change Proposal (ECP - Class II)	Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form on the web site go to the Technical Data Specification (TDS-937)		
BE009	Y	3.2.2.4	K010				Request for Deviation. (Major/Critical-Minor)	Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form on the web site go to the Technical Data Specification (TDS-937)		

BE010	Y	3.2.2.4	K010				Request for Waivers (Major/Critical - Minor)	Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form on the web site go to the Technical Data Specification (TDS-937)		
BE011	Y	3.2.2.1.6	K011, K012				Specification Change Notices (SCN)	As Required		
BE012	Y	3.12.7.1.2	P006				Serial Number Assignment Report	As required and schedule by the purchase order/contract		
BE017	Y	3.8 - 3.9	J001				Obsolescence Management Plan	60 DAC	Deliverable is required from a limited number of suppliers as per the Electronic Parts Management SOW Attachment A	
BE018	Y	3.2.2.1.2	K019				Configuration List (BOM)	As Requested, 45 Days after Request.	Deliverable is required from a limited number of suppliers as per the Electronic Parts Management SOW Attachment A	

BE019	Y	3.8 - 3.9	J001				Obsolescence Critical Component List (OCCL)	Initial 3 months after Contract/Purchase Order Award, Status/updates of all pending items each 6 months thereafter for No Color, Green and Yellow obsolescence. Red obsolescence shall require a separate OCCL report for that item only due 30 days after identification obsolescence with updates/status incorporated into the next scheduled 6 month reporting.	Deliverable is required from a limited number of suppliers as per the Electronic Parts Management SOW Attachment A	
BE022	Y	3.8, 3.9	J001				Lead Free Component Management Plan	Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form on the web site go to the Technical Data Specification (TDS- 937)		
BE023	Y	3.1.7	N008				Warranty Performance Report	60 days after Contract/Purchase Order Award; then monthly thereafter		Monthly

								(NLT last working day of each month, as of 25th of each month) to DSS Army Programs ILS.		
BF001	Y	3.2.2.1.4	K014				Design Change Notice (DCN)	60 days after receipt of Approval of Change		
BJ001	Y	3.8, 3.9	J001				Data Accession List (DAL)	Initial 60 DAC and updates as required.	The DAL is a list of supplier internal data generated by the supplier which Sikorsky MAY request (available upon request) if the need arises. This list would allow for submittal of additional data items not otherwise called out by contract.	
BL001	Y	DFARs-252.227 - 7013/7014/7017		See: Pages 35-41 1. Technical Data 2. Computer Software/Computer Software Documentation 3. Specifically Negotiated License Rights For Technical Data 4. Specifically Negotiated License Rights For Computer Software/Computer Software			Notice of Limitations on U.S. Government Rights	Due as Required, as necessary to update from proposal		

				Documentation 5. Commercial Items and Related Technical Data 6. Technical Data or Computer Software Previously Delivered to the Government						
		This document does not contain export controlled technical data.								

Technical Data Specification (TDS 937)

DATED: August 17, 2015

BLACKHAWK Multi -Year IX Production Contract

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Technical Data Specification (TDS 937 Rev I)

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SUPPLIER/SUBCONTRACTOR DATA REQUIREMENTS SPECIFICATION

1.0 ACKNOWLEDGEMENT

- 1.1 The Supplier/Subcontractor (hereinafter referred to as S/S) shall refer to this specification number and its revision number when acknowledging Purchase Order/Contract(s). In acknowledging this specification, the S/S agrees to comply with same in any resultant Purchase Order/Contract.

2.0 INTRODUCTION

- 2.1 This specification defines the data which the S/S shall prepare and deliver in accordance with the Purchase Order/Contract.
- 2.2 It represents maximum program requirements for data deliverables. Specific data requirements for each S/S shall be specified by the Data Requirements Checklist provided with Sikorsky Aircraft's Request for Quotation (RFQ) during the proposal phase and subsequently identified as line items in any resultant Purchase Order/Contract.
- 2.3 This specification shall apply to all S/S hardware data items except:
 - a) Government standard items (AN, MS, etc.)
 - b) Industry standard items (NAS, SAE, etc.)
- 2.4 This specification shall apply to the S/S's subcontractors and suppliers (excluding subcontractors and suppliers of Government and/or Industry standard items) without exception.
- 2.5 Sikorsky Aircraft in writing shall approve any deviations to this specification.

3.0 THE PERIOD OF PERFORMANCE FOR PURCHASE ORDERS/CONTRACTS

- 3.1 The Purchase Order/Contract will define the Period of Performance and delivery schedules for submittal of data requirements although further definitization may appear later in this document under the Requirements of the Item Number.
- 3.2 Instructions relating to the Period of Performance.
 - 3.2.1 Delivery of data designated "As required" shall be provided as changes are implemented during the entire Period of Performance.
 - 3.2.2 The S/S is required, regardless of the specified Period of Performance, to furnish all data required by the Purchase Order/Contract, including the resubmittal of rejected data.

4.0 PUBLICATIONS

- 4.1 Standards, publications and specifications cited herein shall be of the issue in effect as of the date of Request for Quotation except as otherwise noted herein.
- 4.2 In the event of conflict between Government specifications and the requirements contained herein, this document shall take precedence.

5.0 RESTRICTIONS AS TO USE/DISCLOSURE OF S/S DATA

- 5.1 Sikorsky Aircraft Corporation's policy precludes the receipt, acceptance, or distribution of S/S data bearing restrictions as to use and disclosure of information. This means that S/S information provided to Sikorsky Aircraft with restrictions as to use and disclosure, under contract or otherwise, will be subjected to one of the following actions by Sikorsky Aircraft.

- a) The data will be returned, un-reviewed, to the S/S or

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- b) The data will be withheld from distribution or review by Sikorsky Aircraft employees pending removal of the restrictions by the S/S; or
- c) Under limited conditions, Sikorsky Aircraft may consent to the execution of a Non-Disclosure Agreement covering the S/S's data.

Therefore, should an S/S plan to furnish data to Sikorsky Aircraft with restrictions as to use and disclosure, the S/S is to contact Sikorsky Aircraft as soon as possible to arrange for its handling. The point of contact for these matters is:

Sikorsky Aircraft Corporation
6900 Main Street
P.O. Box 9729
Stratford, CT 06615-9129
Attention: Legal - Intellectual
Properties
M/S S316A

5.2 Sub-Tier Supplier Proprietary Information

If the Suppliers submit proprietary information of a sub-tier supplier to Sikorsky, Sikorsky requires having written permission from the sub-tier supplier to receive and use the sub-tier's proprietary data. Either 1 or 2 below must be satisfied prior to Suppliers providing Sikorsky with sub-tier supplier proprietary information.

1. There are proprietary information terms in place with the Supplier, as stated above, and the sub-tier supplier has marked its document with one of the following notices:

- a. If the Supplier working is under a USG prime contractor foreign military sale (FMS) prime contract: "Submitted to [Insert Supplier Name] for delivery to the U.S. Government under U.S. Prime Contract No. X."
- b. If the Supplier working is under a commercial contract or a direct commercial sale (DCS) contract: "Submitted to [Insert Supplier Name] for delivery to Sikorsky under Sikorsky P.O. Number XX."

2. Having a three-way Non-Disclosure Agreement (NDA) in place with Sikorsky, the Supplier and the sub-tier supplier, where the scope of the NDA covers sub-tier supplier proprietary information and the terms of the NDA indicate that the sub-tier supplier proprietary information can be delivered to the USG, other customers or other suppliers if needed.

6.0 RIGHTS IN DATA AND COMPUTER SOFTWARE

6.1 Technical Data and Computer Software First Generated Under Contract

6.1.1 Data and Computer Software first generated under the Purchase Order/Contract shall be provided to Sikorsky Aircraft without restriction as to use, reproduction, or disclosure as defined by DFARS 252.227-7013/7014 (reference Data Item on SDRL BL001 and Appendix 15).

6.2 Technical Data and Computer Software developed at Private Expense

6.2.1 Technical data and computer software resulting from privately funded experimental, developmental, or research tasks shall not be provided to Sikorsky Aircraft with other than "Unlimited Rights" as defined by DFARS 252.227-7013/7014 (reference Data Item on SDRL BL001 and Appendix 15).

6.2.2 The Purchase Order/Contract shall identify the specific Technical Data documents (e.g.): drawings numbers and report numbers or computer software subject to other than unlimited rights (reference Data Item on SDRL BL001 and Appendix 15).

6.3 Technical Data and Computer Software – "Unlimited Rights"

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- 6.3.1 Attention is directed to the definition of Unlimited Rights as contained in DFARS 252.227-7013 and 252.227-7014. Technical data and computer software meeting the definition of Unlimited Rights will not be accepted by Sikorsky Aircraft with restrictions as to use and disclosure. For example, specification control drawings, source control drawings, maintenance manuals, and operations manuals will generally not be accepted with restrictive (proprietary) legends affixed thereto.

7.0 APPLICABLE DFARS

The S/S shall comply with the following Federal Acquisition Regulations (FARS) and DOD Federal Acquisition Regulation Supplements (DFARS) clauses, which, by reference, have the same force and effect as if they were given in full text.

FAR 52.227-2 (Dec 2007) Notice and Assistance regarding Patent and Copyright Infringement
FAR 52.248-1 (Oct 2010) Value Engineering
DFARS 252.204-7000 (AUG 2013) Disclosure of Information
DFARS 252.227-7013 (FEB 2014) Rights in technical data – Non-commercial Items
DFARS 252.227-7014 (FEB 2014) rights in non-commercial computer software and non-commercial computer software documentation
DFARS 252.227-7015 (FEB 2014) Commercial Items and Related Technical Data
DFARS 252.227-7016 (JAN 2011) Rights in Bid or Proposal Information
DFARS 252.227-7017 (JAN 2011) Identification and assertion of use, release, or disclosure restrictions
DFARS 252.227-7027 (APR 1988) Deferred Ordering of Technical Data and Computer Software
DFARS 252.227-7028 (JUN 1995) Technical Data or Computer Software previously delivered to the Government
DFARS 252.227-7037 (JUN 2013) Validation of Restrictive Markings on Technical Data
DFARS 252.246-7001 (MAR 2014) Warranty of Data

8.0 GENERAL REQUIREMENTS

- 8.1 Specifications, technical analysis, and other media containing technical data required for preparation and/or delivery by the Purchase Order/Contract shall have a minimum of three signatures as follows:

Prepared by - The signature of the individual principally responsible for preparing the document.

Checked by - This signature shall signify that an individual has reviewed the data, understands the details, and attests to the methods used and the accuracy of the content. The checker shall be at least as familiar with the subject as the author but shall not be the author. If the checker cannot so attest, the data shall be checked by an individual so qualified, other than the author and who shall co-sign the document. Should the data contain varied technical disciplines, the checker shall obtain the required additional signatures on separate file for the Purchase Order/Contract. Only after obtaining such signatures, shall the checker sign the "Checked By" block.

Individual Responsible - This signature shall signify that the data has been reviewed and that it is (1) accurate to the best of the individual's knowledge; (2) appropriate to fulfill all requirements specified for the data; (3) in compliance with the Data Item Number format and other preparation instructions; and (4) where engineering prototypes are involved, the data accurately reflects the hardware in the "as built" configuration as employed in the research effort.

- 8.2 The S/S shall invoke this specification in its contracts with its suppliers and subcontractors and shall require its suppliers and subcontractors, at all tiers, to comply with this specification. This means the S/S, shall be responsible for (1) obtaining from its suppliers/subcontractors at all lower tiers, all data and computer software required of the S/S under its Purchase Order/Contract with Sikorsky Aircraft and (2) providing all such data and computer software to Sikorsky Aircraft with the S/S's delivery of data and computer software.

9.0 INSPECTION/ACCEPTANCE AND APPROVAL OF DATA

- 9.1 Inspection/Acceptance versus Approval
 - 9.1.1 Approval requirements and inspection/acceptance requirements are different functions and should not be interpreted as meaning the same.
- 9.2 Inspection/Acceptance
 - 9.2.1 Unless otherwise noted by the Data Item Number all data and computer software delivered to Sikorsky Aircraft are subject to inspection and acceptance by Sikorsky Aircraft for conformance with the requirements of the Purchase Order/Contract including this specification. Data and computer software rejected by Sikorsky Aircraft shall be revised and replaced, in their entirety, by and at the S/S's expense.
- 9.3 Approval
 - 9.3.1 Certain data submittals, as specified by the Data Item Number, require approval by Sikorsky Aircraft and/or the U.S. Government before, for example, the S/S proceeds to a further Purchase Order/Contract task such as initiating a test prior to approval of Test Plan. Data and computer software disapproved by Sikorsky Aircraft and/or the Government shall be revised and replaced, in their entirety, by and at the S/S's expense.
- 9.4 The acceptance or approval of data and computer software by Sikorsky Aircraft shall not be construed as granting any deviation from Sikorsky design drawings, specification or other applicable design requirements unless provided for in the Purchase Order/Contract.

10.0 DATA SHIPPING INSTRUCTIONS

- 10.1 The S/S shall provide the following information on all Shipping Lists, Electronic Media and/or Letters when submitting Data Requirements:
 - a) Purchase Order Number
 - b) Purchase Order Line Item
 - c) Data Item Number
 - d) Top Assembly Part Number - S/S hardware item part number.
 - e) Source/Specification Part Number - Sikorsky Source or Specification Control part number for the S/S's item.
 - f) Transmittal Letter Number - The cover letter number forwarding the Data Item.
 - g) FSCM/CAGE - FSCM/CAGE number appearing on the document being submitted.
 - h) Document Number - The assigned number of each document.
 - i) Document Revision - For non-drawing documents, provide current document revision and total number of sheets. For engineering drawings enter each sheet and its revision letter status including those which have not been revised as part of the current revision.
 - j) Rights - Enter the code of "L" for Limited Rights (technical data only) or "U" for Unlimited Rights (technical data or computer software), "R" for Restricted Rights (computer software only), or other as may be applicable.
- 10.2 All data shall be delivered to Sikorsky Aircraft Corporation unless otherwise instructed by the Data Item Number.
- 10.3 Unclassified data for submittal shall be forward via one of the following methods of delivery, (in order of preference):
 - a. Sikorsky Aircraft AWS SDRL Application (secure) via, <https://mvaws.sikorsky.com>
 - b. Submission of data (encrypted electronic version) to the following email [address: PPCDATAMGMT@SIKORSKY.COM](mailto:PPCDATAMGMT@SIKORSKY.COM)
 - c. Submission of data (electronic version) to the following address:

Sikorsky Aircraft Corporation
6900 Main Street, P.O. Box 9729
Stratford, CT 06615-9129
Attention: Data Management, Mail Stop S439A

- 10.4 Classified data that is required to be submitted shall be furnished in accordance with the Industrial Security Manual for safeguarding Classified Information, DOD 5220.22-M and forwarded to:

Sikorsky Aircraft
Corporation 6900
Main Street
P.O. Box 9729
Stratford, CT 06615-9129
Attention: Mail Stop S540A

- 10.5 Data Quantities to be furnished shall be as specified by the Data Item Number

11.0 ENGINEERING CHANGES, WAIVERS, AND DEVIATIONS

- 11.1 Class I Changes (SDRL# BE007), Class II Changes (SDRL# BE008), Request for Deviation (SDRL# BE009), and Request for Waivers (SDRL# BE010) shall be submitted to the new Supplier Engineering Change Control System (SECCS). All SAC Suppliers have a requirement to submit any or all of the above mentioned SDRLs to Sikorsky Aircraft for concurrence and approval for any engineering changes initiated by the supplier, including (but not limited to) changes to Source Control, Specification Control, or Supplier drawings. The new SECCS will reduce the review time for Supplier Engineering Change Proposals by streamlining the system through the use of Standard Work.

The new system is electronic thus reducing the amount of paper used. The forms necessary to complete the Supplier Engineering Change Proposal have been standardized. The new standardized forms should reduce miscommunication between Suppliers and Sikorsky regarding the classification of changes.

To initiate a change, please access our web site at <http://www.sikorsky.com/> where you may activate the Engineering Change Proposal dropdown menu, which has been added to the Supplier Resource Center and the Supplier Portal at:

<http://www.sikorsky.com/vgn-ext-templating/v/index.jsp?vgnextoid=7148e39d40a78110VgnVCM1000001382000aRCRD>

The Supplier Engineering Change Control System process will be used company wide as the only acceptable method by which Sikorsky will provide disposition and process Supplier Changes. If you should have any questions about the new process [please access ecsp@sikorsky.com](mailto:please_access_ecsp@sikorsky.com).

12.0 DATA ITEM NUMBER PREPARATION INSTRUCTIONS

Item No. BA002: **Cost Data Summary Report (DD Form 1921).** Shall be prepared in accordance with the instructions contained in the latest approved version of DI-FNCL-81565

Special Instructions: Prepare submission in accordance with OSD CAPE Chair-approved Cost and Schedule Data Reporting (CSDR) Plans, the WBS Dictionary, the CSDR Manual (DoD 5000.04-M-1), and DoD In 5000.02. The CSDR Manual is available from the DCARC website at <http://dcarc.cape.osd.mil>.

Sikorsky Aircraft will advise S/S of applicable Formats and Contract Addressees for submittal at time of Purchase Order/Contract Award.

Delivery of 1921 report shall be an electronic submission to the DCARC website at <http://dcarc.cape.osd.mil>. Electronic submission to DCARC requires the S/S register for a user account (if needed) via the DCARC website and obtain an ECA certificate from a 3rd party vendor.

Delivery Schedule: Reports shall be submitted quarterly as required on contract CCDR Plan and Purchase Order/Contract Award. Initial delivery is scheduled 60 days after contract award

Item No. BA003: **Functional Cost-Hour Report (DD Form 1921-1).** Shall be prepared in accordance with the instructions contained in the latest approved version of DI-FNCL-81566

Special Instructions: Prepare submission in accordance with OSD CAPE Chair-approved Cost and Schedule Data Reporting (CSDR) Plans, the WBS Dictionary, the CSDR Manual (DoD 5000.04-M-1), and DoD In 5000.02. The CSDR Manual is available from the DCARC website at <http://dcarc.cape.osd.mil>.

Sikorsky Aircraft will advise S/S of applicable Formats and Contract Addressees for submittal at time of Purchase Order/Contract Award.

Delivery of 1921-1 report shall be an electronic submission to the DCARC website at <http://dcarc.cape.osd.mil>. Electronic submission to DCARC requires the S/S register for a user account (if needed) via the DCARC website and obtain an ECA certificate from a 3rd party vendor.

Delivery Schedule: Reports shall be submitted quarterly as required on contract CCDR Plan and Purchase Order/Contract Award. Initial delivery is scheduled 60 days after contract award.

Item No. BA023: **Contractor Business Data Report (DD Form 1921-3).** Shall be prepared in accordance with the instructions contained in the latest approved version of DI-FNCL-81765

Special Instructions: Prepare submission in accordance with OSD CAPE Chair-approved Cost and Schedule Data Reporting (CSDR) Plans, the WBS Dictionary, the CSDR Manual (DoD 5000.04-M-1), and DoD In 5000.02. The CSDR Manual is available from the DCARC website at <http://dcarc.cape.osd.mil>.

Sikorsky Aircraft will advise S/S of applicable Formats and Contract Addressees for submittal at time of Purchase Order/Contract Award.

Delivery of 1921-3 report shall be an electronic submission to the DCARC website at <http://dcarc.cape.osd.mil>. Electronic submission to DCARC requires the S/S register for a user account (if needed) via the DCARC website and obtain an ECA certificate from a 3rd party vendor.

Delivery Schedule: Reports shall be submitted annually, within 60 days subsequent to the end of the S/S's fiscal year.

Item No. BD016: **Information and Communication Technology (ICT) Supply Chain Risk Management (SCRM)**
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Plan

Content Format: Supplier format is acceptable. Content is as identified in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161, "Supply Chain Risk Management Practices for Federal Information Systems and Organizations," Second Draft, Appendix H except as follows:

- . Do not include content of Section 4;
- . Do not include content specific to Tiers 1 and 2.

Quantity per delivery is 1 copy electronic media. Electronic media is fully PC compatible with MS Office Software.

Delivery Schedule: 120 DAC, then updates as changes warrant.

Special Criteria: This item requires Sikorsky approval only.

Item No. BD022: **Counterfeit Electronic Part Detection and Avoidance System Acknowledgement Letter.** Shall be prepared in Supplier Format.

Content Format: The Counterfeit Electronic Part Detection and Avoidance System Acknowledgement Letter shall identify supplier policies and procedures in place which address the paragraph items within DFARS 252.246-7007.

Delivery Schedule: 60 days after Contract/Purchase Order Award.

Special Criteria: Submittal is for Information Only

Item No. BE007: **Engineering Change Proposal (ECP), Class I.** This SDRL number is used for reference only. All Class I changes shall be prepared and submitted IAW the Supplier Engineering Change Control System. To access the web site go to: <http://www.sikorsky.com/vgn-ext-templating/v/index.jsp?vnextoid=7148e39d40a78110VgnVCM100001382000aRCRD>

Qty per delivery is 1 Copy electronic media. Electronic media shall be PC Compatible with Microsoft Word or in Portable Document Format (PDF)

Delivery Schedule: Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form (link above) on the web site go to the Technical Data Specification

Special Criteria: SAC acceptance and Government approval required.

Item No. BE008: **Engineering Change Proposal (ECP), Class II.** This SDRL number is used for reference only. All Class II changes shall be prepared and submitted IAW the Supplier Engineering Change Control System. To access the web site go to: <http://www.sikorsky.com/vgn-ext-templating/v/index.jsp?vnextoid=7148e39d40a78110VgnVCM100001382000aRCRD>

Qty per delivery is 1 Copy electronic media. Electronic media shall be PC Compatible with Microsoft Word or in Portable Document Format (PDF)

Delivery Schedule: Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form (link above) on the web site go to the Technical Data Specification

Special Criteria: SAC acceptance required.

Item No. BE009: **Request for Deviation. (Major/Critical- Minor).** This SDRL number is used for reference only. All Deviations shall be prepared and submitted IAW the Supplier Engineering Change Control System. To access the web site go to: <http://www.sikorsky.com/vgn-ext-templating/v/index.jsp?vnextoid=7148e39d40a78110VgnVCM100001382000aRCRD>

Qty per delivery is 1 Copy electronic media. Electronic media shall be PC Compatible with Microsoft Word or in Portable Document Format (PDF)

Delivery Schedule: Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form (link above) on the web site go to the Technical Data Specification

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Special Criteria: SAC acceptance and Government approval required for Major/Critical. SAC acceptance required for Minor.

Item No. BE010: **Request for Waivers (Major/Critical - Minor).** This SDRL number is used for reference only. All Waivers shall be prepared and submitted IAW the Supplier Engineering Change Control System. To access the web site go to: <http://www.sikorsky.com/vgn-ext-templating/v/index.jsp?vgnextoid=7148e39d40a78110VgnVCM1000001382000aRCRD>
Qty per delivery is 1 Copy electronic media. Electronic media shall be PC Compatible with Microsoft Word or in Portable Document Format (PDF)

Delivery Schedule: Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form(link above) on the web site go to the Technical Data Specification

Special Criteria: SAC acceptance and Government approval required for Major/Critical. SAC acceptance required for Minor.

Item No. BE011: **Specification Change Notices (SCN).** Shall be prepare in accordance with the instructions contained in the latest approved version of DI-CMAN-80643 and latest Appendix of MIL-STD-973

The SCN shall include the identified of the ECP which proposed the current change

Copies of the Specification Change Notice are available from the DODSSP, Standardization Documents Order Desk, Building 40, 700 Robbins Avenue, Philadelphia, OA 19111-5094.

Qty per delivery is 1 Copy electronic media. Electronic media shall be PC Compatible with Microsoft Word or in Portable Document Format (PDF)

Delivery Schedule: As required

Special Criteria: SAC acceptance and Government approval required

Item No. BE012: **Serial Number Assignment Report:** Shall be prepared for each product delivered to SAC in accordance with the instructions contained in the latest approved version of DI-ALSS-81530:

Content Format: The report shall include:

- Contract number
- Aircraft Model
- Part number and quantity
- Serial numbers assigned
- Manufacturer's name and CAGE code
- Item NSN and nomenclature

Qty per delivery is 1 Copy electronic media. Electronic media shall be PC compatible with Microsoft Word or in Portable Document Format (PDF).

Delivery Schedule: As required and schedule by the purchase order/contract

Special Criteria: Requirement is for information/tracking purposes and will not be subject to Acceptance/Rejection.

Item No. BE017: **Obsolescence Management Plan.** Shall be prepared in Supplier Format in accordance with the following:

Content Format: The Subcontractors Obsolescence Management Plan shall define the processes that demonstrate and support a proactive approach to obsolescence management in accordance with the Sikorsky Obsolescence Management Program and section 56 of the SA908 Terms and Conditions.

Delivery shall be electronic media PC compatible with Microsoft Word.

Delivery Schedule: 60 Days after Contract Award.

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Special Criteria: Submittal is for information. (Ref. Data Item BE018).

Item No. BE018: **Component List (BOM).** Indentured level BOM shall be prepared in Supplier Format.

Content Format: The Component list shall consist of active and passive electronic components used to make the Aircraft LRU and identify subcontractor part numbers and their commercial equivalent or make from part numbers, where applicable.

Delivery shall be electronic media PC compatible with Microsoft Access or Excel.

Delivery Schedule: As Requested, 45 Days after Request.

Special Criteria: Submittal is for Information Only

Item No. BE019 **Obsolescence Critical Component list (OCCL).** Shall be prepared in Supplier Format containing the elements shown in Appendix 4 to this Data Item.

Content Format: The OCCL shall contain all components that have critical obsolescence availability (less than five (5) years to Last Time Buy (LTB) and minimally include the below elements:

- Data needed to make short term strategic decisions
- Subcontractor plans for resolution
- Color coding by availability of LTB
 - Red – Less than two (2) years to LTB – no implemented resolution
 - Yellow – Less than three (3) years to LTB – no implemented resolution
 - Green – Less than three (3) years to LTB – resolution in place
 - No Color – less than five (5) years to LTB

Delivery shall be in sort able electronic media PC compatible with Microsoft Office Products.

Delivery Schedule: Initial 3 months after Contract/Purchase Order Award, Status/updates of all pending items each 6 months thereafter for No Color, Green and Yellow obsolescence. Red obsolescence shall require a separate OCCL report for that item only due 30 days after identification obsolescence with updates/status incorporated into the next scheduled 6 month reporting.

Special Criteria: Submittal is for Information Only

Item No. BE022: **Lead Free Component Management Plan.** Shall be prepared in Supplier Format.

Content Format: This SDRL number is used for reference only. All Engineering changes shall be prepared and submitted IAW the Supplier Engineering Change Control System. For supplier engineering changes incorporating lead free components, a supplier Lead Free Component Management Plan shall be submitted. To access the web site go to: <http://www.sikorsky.com/vgn-ext-templating/v/index.jsp?vgnextoid=7148e39d40a78110VgnVCM1000001382000aRCRD>

Quantity per delivery is 1 Copy electronic media. . Electronic media shall be PC Compatible with Microsoft Word or in Portable Document Format (PDF)

Delivery Schedule: Shall be prepared and submitted IAW the Supplier Engineering Change Control System (to access the form (link above) on the web site go to the Technical Data Specification.

Special Criteria: SAC acceptance required.

Item No. BE023: **Warranty Performance Report.** Shall be prepared in Supplier Format in accordance with DI-SESS-81639

Content Format: The Warranty Performance Report shall identify supplier warranty claims received during the previous 30

day period. In addition to listing all active claims, each report will include: an average TAT (Turn Around Time) for all closed claims, an Earliest Time to Completion data (ETC) for each open claim, an identification of faults (or no fault found) found for each closed claim.

Quantity per delivery is 1 copy electronic media. Electronic media is fully PC compatible with Microsoft Office Software.

Delivery Schedule: 60 days after Contract/Purchase Order Award; then monthly thereafter (NLT last working day of each month, as of 25th of each month) to DSS Army Programs ILS.

Item No.BF001: **Design Change Notice (DCN).** Shall be prepared whenever an Engineering Change (Class I or Class II) is approved by Sikorsky Aircraft, which will affect component(s) for support of spare parts. The document will reflect the following as shown by example form.

Content Format:

- a. Contemplated replacement item
- b. The item being superseded
- c. The disposition of superseded items:
 - a. Modification by rework
 - b. Modification by Kit
 - c. No modification possible, item must be scrapped
- d. Interchangeability and usability data.
- e. Budgetary price, lead time
- f. Retrofit instructions/or recommendations
- g. Difference data parts list
- h. Drawings to support all changes
- i. Handbook recommendations

Qty per delivery is 1 Copy electronic media. Electronic media shall be PC compatible with Microsoft Office or Adobe Acrobat Products

Delivery Schedule: 60 days after receipt of Approval of Change

Item No.BJ001: **Data Accession List (DAL).** The supplier shall provide a list of all documentation and Computer Software that is generated on this program not delivered under Purchase Order/Contract in accordance with the instructions contained in the latest approved version of DI-MGMT-81453

Delivery Schedule: Initial 60 DAC and updates as required.

Special Criteria: This data item submittal is for information only.

Item No.BL001: **Notice of Limitations on U.S. Government Rights.** Shall be prepared in accordance with Appendix 15.

Assertion of Restrictions on Technical Data and/or Computer Software in accordance with:

DFARS 252.227-7017 (JAN 2011) Identification and assertion of use, release, or disclosure restrictions

DFARS 252.227-7013 (FEB 2014) Rights in technical data – Non-commercial Items

DFARS 252.227-7014 (FEB 2014) Rights in non-commercial computer software and non-commercial computer software documentation

DFARS 252.227-7015 (FEB 2014) Commercial Items and Related Technical Data

COMMERCIAL ITEMS: FAR PART 12 Acquisition of Commercial Items: FAR 2.101

COMMERCIAL PRODUCTS

TECHNICAL DATA FOR ITEMS AND COMPONENTS

(Refer to FAR 2.101 for definitions of Commercial Items.)

INSTRUCTIONS:

If the Supplier/Subcontractor (S/S) is required to deliver noncommercial technical data and/or computer software under the resultant Purchase Order, Figure (1) must be completed and forwarded with the S/S' response to the RFP/RFQ. Figure (1) shall be completed to identify privately-developed technical data and/or computer software, restrictions on use, release, or disclosure, and the data owner/developer (including lower tier suppliers). Completion of Figure (1) is required even if the S/S determines that the technical data or computer software is to be submitted without restrictions.

A .COMMERCIAL ITEM	PART NUMBER	SUPPLIER
1 .		
2 .		

Figure (1)

COMMERCIAL COMPUTER SOFTWARE & TECHNICAL DATA FOR COMMERCIAL ITEMS

The S/S shall complete Figure (2) to identify commercial computer software and/or commercial items for which technical data is anticipated to be submitted under the resultant Purchase Order. The S/S shall include lower tier suppliers if applicable.

NON-COMMERCIAL COMPUTER SOFTWARE
(Refer to DFARS 252.227-7014 for definitions of terms.)

A . NOMENCLATURE/PART NO./DESCRIPTION FOR COMMERCIAL COMPUTER SOFTWARE	SUPPLIER
1.	
2.	
3.	
B. The S/S shall attach the Commercial Computer Software License Agreement applicable to the above-listed Computer Software and associated Technical Data if there are restrictions on its use, release, or disclosure.	
C. Describe any minor modification required by the proposed effort	

Figure (2)

Qty per delivery is 1 Copy Electronic media. Electronic media shall be PC compatible with Microsoft Office or Adobe Acrobat products.

Delivery Schedule: Due as Required, as necessary to update from proposal.

Special Criteria: This item requires Sikorsky Inspection/Acceptance.

List of Appendixes

Appendix 1 Supplier Data Submittal Form (Form Obsolete)

Appendix 2 Supplier Data Requirement Checklist

See page 13

Appendix 3 Not Applicable for MY IX

Appendix 4 Template Form for Obsolescence Critical Component List (SDRL BE019)

See attachment page 10

Appendix 5 – 14 Not Applicable for MY IX

Appendix 15 SDRL BL001 Notice of Limitation of US Government Rights

See pages 35 - 41

(insert scope) Program

DFARS 252.227-7017, JAN 2011

Contract:

PO#:

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

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

Technical Data or Computer Software/Computer Software Documentation to be Furnished With Restrictions (1) ie: Document Number	Basis for Assertion (2) (ie: Exclusively, Developed Partially or Exclusively at Private Expense)	Asserted Rights Category (3) (ie: Government purpose license rights, rights I SBIR data, limited, restricted, specifically negotiated licenses)	Name of Person Asserting Restrictions (4) (ie: Supplier/Sub-supplier Company Name and authorized individual)
(5)			

(1) For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the computer software and/or computer software documentation.

(2) Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertains. For computer software/computer software documentation, indicate whether the computer software and/or the computer software documentation was developed exclusively or partially at private expense. If development was not accomplished exclusively at private expense, enter the specific basis for asserting restrictions.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

(5) Enter "none" when all data or software will be submitted without restrictions.

Date: _____

Printed Name and Title: _____

Signature: _____

Technical Data

Date:

(SUPPLIER NAME) herewith agrees to provide the U.S. Government with Government Purpose Rights (GPR) as defined in DFARS 252.227-7013 (a) (12) with an expiration date of 5 years from SAC/US Government contract award after which the Government shall be entitled to unlimited rights, as defined in DFARS 252.227-7013(a) (15), in the following technical data:

<u>Item/Component/Process</u>	<u>Description/I.D. Number</u>
-------------------------------	--------------------------------

_____ (Supplier Name) would be willing to supply the above rights at no cost to the Government.

_____ (Supplier Name) would be willing to supply the above rights to the Government at a cost of
\$_____

Name: _____

Title: _____

Supplier: _____

Computer Software/Computer Software Documentation

Date:

(SUPPLIER NAME) herewith agrees to provide the U.S. Government with Government Purpose Rights (GPR) as defined in DFARS 252.227-7014 (a) (11) with an expiration date of 5 years from SAC/US Government contract award after which the Government shall be entitled to unlimited rights, as defined in DFARS 252.227-7014(a) (15), in the following computer software/computer software documentation:

<u>Computer Software/</u> _____	<u>Description/ID. Number</u>
Computer Software Documentation _____	

_____ (Supplier Name) would be willing to supply the above rights at no cost to the Government.

_____ (Supplier Name) would be willing to supply the above rights to the Government at a cost of \$_____

Name: _____

Title: _____

Supplier: _____

Specifically Negotiated License Rights

For Technical Data

1. As authorized by DFARS 252.227-7013(b)(4) the parties agree to modify the Government’s standard license rights to the (Vendor Name and Component Description) The Government shall have the license rights set forth in paragraph 2.
2. The Government shall have the following rights:
 - i. Limited Rights as defined at DFARS 252.227-7013(a)(13), and
 - ii. Other Negotiated rights (these will be negotiated on a case by case basis with each Vendor and could include rights such as 3rd party use, use on other aircraft programs, use of data for overhaul and repair, etc.)
3. The Government agrees that any reproduction of the (component identification) data or portions thereof marked with a specifically Negotiated License Legend shall also contain the marking.
4. Third party use of the (component identification) data shall be in accordance with DFARS 252.227-7013(b)(3), and a signed company and personal Non-Disclosure Agreement prepared in accordance with DFARS 227.7013-7(c).
5. The Vendor makes no representation, warranty or guarantee expressed or implied to anyone, including the U.S. Army, and it’s contractors and their subcontractors, as to the suitability, accuracy, merchantability or fitness for a particular purpose of the (component identification) or the use of the (component identification) data by anyone other than the Vendor.
6. Nothing in this agreement shall be construed to limit the U.S. Government’s right to use, modify, reproduce, release, perform, display or disclose information contained in the (component identification) data that is the subject of this agreement if said rights were lawfully obtained from a different source.
7. The Vendor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with the terms of this license agreement and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor technical data marked with restrictive legends.

Department of the Army		Vendor
Contracting Officer		Title
Date		Date

**Specifically Negotiated License Rights
For Computer Software/Computer Software Documentation**

1. As authorized by DFARS 252.227-7014(b)(4) the parties agree to modify the Government’s standard license rights to the (Vendor Name and Component Description) The Government shall have the license rights set forth in paragraph 2..
2. The Government shall have the following rights:
 - i. Restricted Rights as defined at DFARS 252.227- 7014(a)(14), and
 - ii. Other Negotiated rights (these will be negotiated on a case by case basis with each Vendor and could include rights such as 3rd party use, use on other aircraft programs, modification by service contractor, etc.)
3. The Government agrees that any reproduction of the (component identification) software/computer software documentation or portions thereof marked with a specifically Negotiated License Legend shall also contain the marking during this period.
4. Third party use of the (component identification) software/computer software documentation shall be in accordance with DFARS 252.227-7013(b)(3), and a signed company and personal Non-Disclosure Agreement prepared in accordance with DFARS 227.7013-7(c).
5. The Vendor makes no representation, warranty or guarantee expressed or implied to anyone, including the U.S. Army, and it’s contractors and their subcontractors, as to the suitability, accuracy, merchantability or fitness for a particular purpose of the (component identification) software/computer software documentation or the use of the (component identification) software/computer software documentation by anyone other than the Vendor.
6. Nothing in this agreement shall be construed to limit the U.S. Government’s right to use, modify, reproduce, release, perform, display or disclose information contained in the (component identification) software/computer software documentation that is the subject of this agreement if said rights were lawfully obtained from a different source.
7. The Vendor agrees to release the Government from liability for any release or disclosure of computer software/computer software documentation made in accordance with the terms of this license agreement 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.

Department of the Army		Vendor
Contracting Officer		Title
Date		Date

Commercial Items and Related Technical Data

The following is a list of commercial items expected to be used on the *(insert aircraft model and scope)*, and the technical data associated with each such commercial item:

[If applicable, also indicate if your company is willing to negotiate to grant the Government additional rights in connection with the technical data for such commercial items provided to the Government (see DFARS 252.227-7015(c)).]

Rights in commercial computer software or commercial computer software documentation

The following is a list of commercial computer software/computer software documentation expected to be used on the *(insert aircraft model and scope)*:

[Also attach a draft of the license agreement for such commercial computer software/computer software documentation (see DFARS 227.7202-3(a)), and indicate if your company is willing to negotiate to grant the Government additional rights in connection with such commercial computer software/computer software documentation (see DFARS 227.7202-3(b)).]

**Technical Data or Computer Software Previously Delivered to the Government
DFARS 252.227-7028, JUN 1995**

Technical Data or Computer Software/Computer Software Documentation to be Furnished With Restrictions i.e.: Document Number)	Contract Number Under Which the Data or Software/Computer Software Documentation Was Produced	Contract Number Under Which, and Name and Address of the Organization to Whom, the Data and Software/Computer Software Documentation Were Most Recently Delivered or will be Delivered	Any Limitations on the Governments Rights to Use or Disclose the Data or Software/Computer Software Documentation, Including, When Applicable, Identification of the Earliest Date the Limitations Expire