United States of America
Letter of Offer and Acceptance (LOA)
LO-B-UCI
UH-60M

Based on Ministry of Defence of the Slovak Republic (continued on page 2)

Pursuant to the Arms Export Control Act, the Government of the United States (USG) offers to sell to the Government of the Slovak Republic, Assistant Defense, Military, and Air Attache, Embassy of the Slovak Republic, 2201 Wisconsin Avenue, NW, Washington, D.C. 20007, the defense articles or defense services (which may include defense design and construction services) collectively referred to as "items," set forth herein, subject to the provisions, terms, and conditions in this LOA.

This LOA is RESTATED and supersedes the document previously offered on 3 April 2015. This LOA is for Nine (9) UH-60Ms in Total Package Approach (TPA).

Estimated Cost: $261,745,857 Initial Deposit: $42,204,484

Terms of Sale:

Cash Prior to Delivery

Dependable Undertaking

Congressional Notification: 15-09

This offer expires on 30 April 2015. Unless a request for extension is made by the Purchaser and granted by the USG, the offer will terminate on the expiration date.

This LOA consists of page 1 through page 66.

The undersigned are authorized representatives of their Governments and hereby offer and accept, respectively, this LOA:

[redacted]

U.S. Signature Date Purchaser Signature Date

[redacted]

Typed Name and Title Typed Name and Title

[redacted]

Implementing Agency Agency

[redacted]

Information to be provided by the Purchaser:

Mark For Code___, Freight Forwarder Code___, Purchaser Procuring Agency Code___, Name and Address of the Purchaser's Paying Office:______________________________

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[redacted]

Items to be Supplied (costs and months for delivery are estimates):

(1) Itm Nbr	(2) Description/Condition		(3) Qty, Unit of Issue	(4) Costs (a) Unit	(4) Costs (b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
001	A4U 15200000UH60M	(Y)(N)(R)(VIII)	9 EA	$16,610,367.03	$149,493,304	P(1-60)	X	9
H	HELICOPTER UH-60M BLACKHAWK					TA5		
	UH-60M Black Hawk Helicopters							
A	(Note(s) 1, 81)							
002	A9B 2840015031701	(Y)(N)(R)(VIII)	20 EA	$1,016,908.20	$20,338,164	P(1-60)	X	2/9
H	ENGINE TURBINE T700-GE-701D					TA5		
	Aircraft Production Engines and Spares							
Q	(Note(s) 2, 81)							
003	A9C 9A9C00ACPARTS	(N)(N)(R)(VIII)	XX		$4,382,360	X(9-18)	X	9
H	A/C COMP, PARTS, ACCESSORIES					TA4		
	Critical Initial and Unique Spares							
3	(Note(s) 3, 81)							
004	A9C 9A9C00ACPARTS	(N)(N)(R)(VIII)	XX		$4,099,000	X(9-18)	X	9
H	A/C COMP, PARTS, ACCESSORIES					TA4		
	Initial Spares and Unique Ground Support Equipment (GSE)							
3	(Note(s) 4)							
005	K8A 9K8A00NSSPTEQ	(N)(N)(R)(VII)	XX		$314,100	P(18-60)	X	9
U	SUPPORT EQUIPMENT PARTS, NON-US INVENTORY (INCLUDES SPARES & CONVERSION KITS)					TA5		
	Nonstandard Aviation Parts							
3	(Note(s) 5)							

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
006 H 3	J8A 768ZUNCLB00KS (N)(N)(R)(-) BOOKS & OTHER PUBLICATIONS, UNCLASSIFIED (TECH/NON-TECH) Technical Publications for Unique Aircraft Equipment (Note(s) 6, 81)	XX		$307,476	P(24-60) TA5	X	9
007 H 3	J8A 768ZUNCLB00KS (N)(N)(R)(-) BOOKS & OTHER PUBLICATIONS, UNCLASSIFIED (TECH/NON-TECH) Technical Publications for Unique Equipment Systems (Updates/Revisions) (Note(s) 7, 81)	XX		$182,160	P(60-120) TA5	X	9
008 H 3	R8A 07810WARRANTY (N)(N)(R)(-) WARRANTY Aircraft Warranty (Note(s) 8, 81)	XX		$437,485	P(-) TA5 May 2017 - May 2022	-	-
009 H 3	M1E 0205000THERTA (N)(N)(R)(XXI) OTHER TECHNICAL ASSISTANCE CONTRACTOR PERSONNEL ONLY Contractor Field Service Representative (5 Years) (Note(s) 9, 81)	XX		$2,939,152	P(-) TA5 Apr 2017 - Mar 2022	-	-
010 H 3	R9B 079200N0NSPRQ (N)(N)(R)(-) NON-SPECIFIC REQUIREMENTS Unanticipated/ Unprogrammed Requirements (Note(s) 10)	XX		$3,240,468	S(-) TA3	-	-
011 H 3	R9Z 079Z000THSERV (N)(N)(R)(XXI) OTHER SERVICES Ferry Flight Assistance by the USG (Note(s) 11)	XX		$252,180	S(-) TA3 Apr 2017 - May 2020	-	-

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
012 H 3	M1A 020100ACTECHA (N)(N)(R)(VIII) AIRCRAFT TECHNICAL ASSISTANCE Technical Support for Fielding (CONUS) (Note(s) 12)	XX		$199,125	X(-) TA4 Apr 2017 - May 2020	-	-
013 H 3	R4A 074000S1TSRVY (N)(N)(R)(XXI) SITE SURVEYS Site Surveys (Note(s) 13)	XX		$64,163	X(-) TA4 May 2015 - May 2020	-	-
014 H 3	M1A 02010000ACQAT (N)(N)(R)(VIII) AIRCRAFT QUALITY ASSURE TEAM US GOVERNMENT PERSONNEL TEAM PROVIDING IN-COUNTRY TECHNICAL ASSISTANCE (QAT) USG Quality Assurance Team (QAT) (Note(s) 14)	XX		$88,842	S(-) TA3 Apr 2017 - May 2020	-	-
015 H P	H3A 6605GPS1NSEG1 (Y)(M)(R)(VIII) EMBEDDED GPS/ INS (EGI) W/GPS SECURITY DEVICES, AIRBORNE Embedded GPS/INS (Global Positioning System/ Inertial Navigation System (EGI); two per aircraft and two spares (Note(s) 15, 81)	20 EA	$289,137.51	$5,782,751	P(1-58) TA5 NR	X	2/7
016 H	J6Z 9J6Z00SUPTEQP (N)(N)(R)(XXI) OTHER SUPPORT EQUIPMENT Aviation Mission Planning System (Note(s) 16)			$23,600 (Line Total)			
	a. Aviation Mission Planning System (AMPS)	2 EA	$11,799.92	$23,600	P(1-24) TA5	X	9

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(4) Costs (b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
017 H Q	R9A 079100AVS0FTS (N)(N)(R)(XI) AVIONICS SOFTWARE SUPPORT AMPS Development (Note(s) 17)	XX		$2,116,160	X(-) TA4 May 2015 - Apr 2018	-	-
018 H 2	M1E 0205000TTECHA (N)(N)(R)(XXI) OTHER TECHNICAL ASSISTANCE AMPS Technical Support (Note(s) 18)	XX		$30,106	X(-) TA4 May 2015 - Apr 2018	-	-
019 H 3	N0O 000000FMSTRNG (N)(N)(R)(IX) TRAINING AMPS Training (Note(s) 19)	XX		$48,643	P(-) TA5 May 2017 - May 2017	-	-
020 H 3	M1F 02080TECHDATA (N)(N)(R)(-) TECHNICAL DATA (INCLUDES ENGINEERING CHANGE PROPOSALS (ECP'S), DRAWINGS & SPECIFICATIONS) Engineering Change Proposals, Modification Work Orders, Installation, and Software Change Packages (Note(s) 20)	XX		$7,027,991	P(-) TA5 Apr 2016 - Apr 2020	X	9
021 H 3	M1E 0205000TAUSGP (N)(N)(R)(XXI) OTHER TECHNICAL ASSISTANCE - US GOVERNMENT PERSONNEL (NOT TECHNICAL ASSISTANCE TEAMS) Airworthiness Support by the Aviation Engineering Directorate (AED) (Note(s) 21, 74)	XX		$1,057,035	S(-) TA3 May 2015 - Apr 2019	-	-

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
022 H 3	M1E 0205000TAUSGP (N)(N)(R)(XXI) OTHER TECHNICAL ASSISTANCE - US GOVERNMENT PERSONNEL (NOT TECHNICAL ASSISTANCE TEAMS) Pre and Post Production Technical Assistance by the Utility Helicopter Project Office (Note(s) 22)	XX		$4,710,275	S(-) TA3 May 2015 - May 2020	-	-
023 H 3	M1E 0205000TAUSGP (N)(N)(R)(XXI) OTHER TECHNICAL ASSISTANCE - US GOVERNMENT PERSONNEL (NOT TECHNICAL ASSISTANCE TEAMS) AMCOM SAMD Technical Assistance in support of UH-60M Black Hawk Program (Note(s) 23)	XX		$2,785,934	S(-) TA3 May 2015 - Nov 2020	-	-
024 H Q	N9A 0000000TNGDEV (N)(N)(R)(IX) TRAINING AIDS/DEVICES/SPARE PARTS Cockpit Academic Procedural Tool Enhanced Visual Control System (CAPT(EVCS)) (Note(s) 24)	XX		$1,025,000	P(24-36) TA5	X	9
025 U 3	N0O 00000SATM0TNG (N)(N)(R)(IX) FMS TRAINING, SATMO Mobile Training Team (MTT) (Note(s) 25)	XX		$905,301	P(-) TA5 Apr 2017 - Apr 2019	-	-
026 U 3	R9Z 079Z000THSERV (N)(N)(R)(XXI) OTHER SERVICES Travel Support for SAT Personnel (Note(s) 26)	XX		$180,240	S(-) TA3 Apr 2017 - Apr 2019	-	-
027 M K	G3Z 137700000M514 (S)(N)(R)(VIII) CARTRIDGE, IMPULSE, MK44-0 (Note(s) 27, 66, 67, 68, 70, 71, 84, 85)	9 EA	$1,334.72	$12,013	P(36-36) TA5 NR	X	7

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
028 M K	G3Z 137700000MJ20 (S)(N)(R)(VIII) THRUSTER, CARTRIDGE ACTUATED, TCU-3/A (Note(s) 28, 66, 67, 68, 70, 71, 72, 84, 85)	9 EA	$3,798.70	$34,189	P(36-36) TA5 NR	X	7
029 M K	G3Z 137700000MT20 (S)(N)(R)(VIII) CARTRIDGE, AIRCRAFT FIRE EXTINGUISHER (Note(s) 29, 66, 67, 68, 70, 71, 72, 84, 85)	36 EA	$1,188.57	$42,789	P(36-36) TA5 NR	X	7
030 H P	H2A 5821000ARC231 (S)(N)(E)(XI) RADIO, VHF/UHF/LOS & DAMA SATCOM, AR/ARC-231 NNSN AN/ARC-231 UHF/VHF Radio; 2 per aircraft to be shipped to the prime contractor (Note(s) 30, 81)	18 EA	$89,056.00	$1,603,008	P(12-36) TA5 SP	X	2/8
031 H Q	J6Z 9J6Z00SUPTEQP (N)(N)(R)(XXI) OTHER SUPPORT EQUIPMENT AVIATION GROUND SUPPORT EQUIPMENT (AGSE) (Note(s) 31)	XX		$12,144,000	P(1-18) TA5	X	9
032 H P	H2A 582100ARC201D (S)(N)(E)(XI) RADIO, SINCGARS AIRBORNE RADIO SYSTEM, AN/ARC-201D NNSN SINCGARS Airborne Radio System, AN/ARC-201D (Note(s) 32, 81)	9 EA	$59,708.00	$537,372	P(12-36) TA5 SP	X	2/8
033 H P	H6A 589500APX123A (S)(N)(E)(XI) TRANSPONDER, IDENTIFICATION FRIEND OR FOE (IFF) AN/APX - 123A Transponder, AN/APX-123A (Note(s) 33, 81)	9 EA	$141,680.00	$1,275,120	P(12-36) TA5 NR	X	2/8
034 G 2	H3A 5826016006180 (S)(N)(R)(XI) AUTOMATIC DIRECTION FINDER (ADF) RECEIVER, AN/ARN-149 (V) 102 5826-01-600-6180 ADF, AN/ARN-149 to be shipped to country as maintenance floats (Note(s) 34)	2 EA	$33,000.00	$66,000	S(12-36) TA3 NR	X	9

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
035 G	H3A 5826014676215 (S)(N)(R)(XI) RECEIVER, AN/ARN-147	2 EA	$45,403.20	$90,807	S(12-36) TA3 NR	X	9
2	5826-01-444-0314 VOR/ILS, AN/ARN-147 to be shipped to country as maintenance floats (Note(s) 35)						
036 G	H9A 580000C0MPART (N)(N)(R)(XI) SPARE PARTS FOR COMMUNICATIONS EQUIPMENT SUPPLIES/SUPPORT IN FSG 58 & 59 MAY INCLUDE OTHER FSG (Note(s) 36)			$625,619 (Line Total)			
	a. NNSN AM-7565/ARC-231(V)(C) Amplifier, Radio Frequency, High Power Amplifier (HPA)	2 EA	$26,312.00	$52,624	P(12-36) TA5 NR	X	9
	b. NNSN AM-7566/ARC-231(V)(C), Single Element SATCOM Pre-Amplifier	2 EA	$45,540.00	$91,080	P(12-36) TA5 NR	X	9
	c. NNSN C-12601/ARC-231(V)(C) Control Indicator	2 EA	$92,092.00	$184,184	P(12-36) TA5 NR	X	9
	d. NNSN MT-7166/ARC-231(V)(C) HPA AM-7565 Mount	2 EA	$9,209.20	$18,419	P(12-36) TA5 NR	X	9
	e. NNSN MT-7321/ARC-231(V)(C), RT-1808 Mount	4 EA	$69,828.00	$279,312	P(12-36) TA5 NR	X	9
037 G	H3A 5826013868807 (S)(N)(R)(XI) TACTICAL AIRBORNE NAVIGATION SYSTEM, TACAN, AN/ARN-153	2 EA	$75,900.00	$151,800	S(12-36) TA3	X	9
2	5826-01-386-8807 Tactical Air Navigation, TACAN, AN/ARN-153 to be shipped to country as maintenance floats (Note(s) 37)						

(1) Itm Nbr	(2) Description/Condition		(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
038 G 3	N0O 000000FMSTRNG TRAINING In-Country AN/ARC-231 VHF/UHF Radio Training (Note(s) 38)	(N)(N)(R)(IX)	XX		$151,800	P(-) TA5 May 2017 - Jul 2017	-	-
039 G 3	N0O 000000FMSTRNG TRAINING SINCGARS Airborne Operator Training in support of AN/ARC-201D - OCONUS (Note(s) 39)	(N)(N)(R)(IX)	XX		$182,160	P(-) TA5 May 2017 - Jul 2017	-	-
040 G 3	M2H 022600RRCEMEQ R+R COMM/ELECT/METEOR EQUIPMENT Depot Repair and Return of UH-60M Helicopter Communication, Electrical, Aircraft Survivability equipment, Meteorological and Avionic Components (CECOM) (Note(s) 40)	(N)(N)(R)(XXI)	XX		$637,785	S(-) TA3 Apr 2017 - Apr 2021	X	H
041 G 3	M4A 9M4A00N0NSTRR CONTRACTOR-PROVIDED OVERHAUL/R+R OF STANDARD/NON-STANDARD EQUIPMENT Contractor Repair and Return of UH-60M Helicopter Communication, Electrical, Meteorological and Avionic Components (CECOM). (Note(s) 41)	(N)(N)(R)(XXI)	XX		$506,000	P(-) TA5 Apr 2017 - Apr 2021	X	H
042 G 3	M1E 0205000TAUSGP OTHER TECHNICAL ASSISTANCE - US GOVERNMENT PERSONNEL (NOT TECHNICAL ASSISTANCE TEAMS) CECOM Technical Assistance in support of the UH-60M (Note(s) 42)	(N)(N)(R)(XXI)	XX		$381,400	S(-) TA3 May 2015 - Apr 2020	-	-
043 H 3	M2C 023000CALTEST CALIBRATION + TESTING Calibration Services (Note(s) 43)	(N)(N)(R)(-)	XX		$20,240	P(-) TA5 Oct 2016 - Oct 2021	-	-

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
044 H 3	M1E 0205000TAUSGP (N)(N)(R)(XXI) OTHER TECHNICAL ASSISTANCE - US GOVERNMENT PERSONNEL (NOT TECHNICAL ASSISTANCE TEAMS) INDEPENDENT GOVERNMENT TESTING ON CUSTOMER UNIQUE CONFIGURATION (Note(s) 44)	XX		$280,200	S(-) TA3 Oct 2016 - Apr 2018	-	-
045 H P	J8A 768ZMAPSCHART (N)(N)(R)(XXI) MAPS, CHARTS AND SOFTWARE GEOINT DATA; Maps, Charts, and Software (Note(s) 45)	XX		$5,566	P(1-60) TA5	-	-
046 6 3	N0O 000000FMSTRNG (N)(N)(R)(IX) TRAINING USG Provided DLI, Pilot, Maintenance Test Pilot, Instructor Pilot, and Maintenance Training (Note(s) 46)	XX		$8,516,952	S(-) TA3	-	-
047 P 3	N7E 000000S365003 (N)(N)(R)(IX) MEDICAL SERVICES Source of funds to support medical needs of students in training. (Note(s) 47)	XX		$143,400	S(-) TA3	-	-
048 G P	H2A 582100ARC201D (S)(N)(E)(XI) RADIO, SINCGARS AIRBORNE RADIO SYSTEM, AN/ARC-201D NNSN SINCGARS Airborne Radio System, AN/ARC-201D to be shipped to country as maintenance floats (Note(s) 48)	2 EA	$59,708.00	$119,416	P(12-36) TA5 SP	X	9
049 G P	H6A 5895015399151 (S)(N)(E)(XI) AN/APX-123 TRANSPONDER, IDENTIFICATION FRIEND OR FOE NNSN Transponder, AN/APX-123A to be shipped to country as maintenance floats (Note(s) 49)	2 EA	$80,960.00	$161,920	P(12-36) TA5 NR	X	9

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(4) Costs (b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
050 G	H2A 5821000ARC231 (S)(N)(E)(XI) RADIO, VHF/UHF/LOS & DAMA SATCOM, AR/ARC-231	2 EA	$239,844.00	$479,688	P(12-36) TA5 SP	X	9
P	NNSN RT-1808A(C)/ARC-231(V)(C) Receiver-Transmitter, Radios to be shipped to country as maintenance floats (Note(s) 50)						
051 G	H9A 580000C0MPART (N)(N)(R)(XI) SPARE PARTS FOR COMMUNICATIONS EQUIPMENT SUPPLIES/SUPPORT IN FSG 58 & 59 MAY INCLUDE OTHER FSG (Note(s) 51)			$16,400 (Line Total)			
	a. 5985-01-538-6220 SATCOM Antenna, AS-4626/A	2 EA	$3,200.00	$6,400	S(12-36) TA3 NR	X	9
	b. 5985-01-551-5690 VHF/UHF Antenna, AS-4636A	4 EA	$2,500.00	$10,000	S(12-36) TA3 NR	X	9
052 G	N0O 000000FMSTRNG (N)(N)(R)(IX) TRAINING	XX		$101,200	P(-) TA5	-	-
3	SINCGARS Airborne Radio Operators and Unit Level Maintenance Training in support of AN/ARC-201D - OCONUS (Note(s) 52)				May 2017 - Jul 2017		
053 G	M1E 0205000TTECHA (N)(N)(R)(XXI) OTHER TECHNICAL ASSISTANCE	XX		$303,600	P(-) TA5	-	-
3	CECOM Contractor Technical Assistance in support of the UH-60M (Note(s) 53)				May 2015 - Apr 2020		
054 G	H2G 582100A1RBRRE (S)(N)(R)(XI) RADIO-RADAR EQUIPMENT (AIRBORNE) (Note(s) 54)			$46,000 (Line Total)			

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
	a. 5841-01-421-4161 Radar Altimeter, AN/APN-209 to be shipped to country as maintenance floats	2 EA	$23,000.00	$46,000	S(12-36) TA3	X	9
055 G	H9A 580000C0MPART (N)(N)(R)(XI) SPARE PARTS FOR COMMUNICATIONS EQUIPMENT SUPPLIES/SUPPORT IN FSG 58 & 59 MAY INCLUDE OTHER FSG (Note(s) 55)			$21,600 (Line Total)			
	a. 5985-01-446-2574 Antenna, AN/ARN-149	2 EA	$6,000.00	$12,000	S(12-36) TA3 NR	X	9
	b. 5985-01-240-8668 Antenna, AS-3831/APN-209	2 EA	$800.00	$1,600	S(12-36) TA3 NR	X	9
	c. 5975-01-269-5607 MT-6592 for the the AM-7189A in support of the AN/ARC-201D to be shipped to country as maintenance floats	2 EA	$1,500.00	$3,000	S(12-36) TA3 NR	X	9
	d. 6135-01-529-0122 AN/APX-123A Batteries	20 EA	$250.00	$5,000	S(12-36) TA3 NR	X	9
056 G	H7Z 9H7Z000NSC0MM (N)(N)(R)(XI) COMMUNICATIONS EQUIPMENT (NON-US INVENTORY) (Note(s) 56)			$126,266 (Line Total)			
	a. NNSN Radio Frequency Amplifier, AM-7189A in support of the AN/ARC-201D to be shipped to country as maintenance floats	2 EA	$30,360.00	$60,720	P(12-36) TA5 NR	X	9

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
	b. NNSN Radio Frequency Amplifiers in support of the AN/ARC-201D	2 EA	$32,772.61	$65,546	P(12-36) TA5	X	9
057 G	H7Z 9H7Z000NSC0MM (N)(N)(R)(XI) COMMUNICATIONS EQUIPMENT (NON-US INVENTORY) (Note(s) 57)			$105,856 (Line Total)			
	a. NNSN SINCGARS Airborne Unit Level Test, Measurement, and Diagnostic Equipment (ULTMDE), Aviation Unit Maintenance (AVUM) Tool Kit	2 EA	$2,530.00	$5,060	P(12-36) TA5 NR	X	9
	b. NNSN SINCGARS Communication Management System (CMS) 7.0 with Laptop	2 EA	$43,516.00	$87,032	P(12-36) TA5 NR	X	9
	c. NNSN SINCGARS Advanced Fill Device	2 EA	$6,881.60	$13,764	P(12-36) TA5 NR	X	9
058 G	J6Q 499Z00T00LK1T (N)(N)(R)(XXI) TOOL KITS & SETS (Note(s) 58)			$554,000 (Line Total)			
	a. 4920-01-551-6540 Accessory Kit, GRM-122 in support of the AN/ARC-231, to be shipped to country	2 EA	$222,000.00	$444,000	S(12-36) TA3 NR	X	9
	b. 4920-01-587-2767 JFG-122L in support of the GRM-122	2 EA	$55,000.00	$110,000	S(12-36) TA3 NR	X	9
059 G	J6Q 499Z00T00LK1T (N)(N)(R)(XXI) TOOL KITS & SETS (Note(s) 59)			$40,000 (Line Total)			

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
	a. 6625-01-432-3819 PL-1536/GRM-122 Test Set Subassembly	2 EA	$20,000.00	$40,000	S(12-36) TA3 NR	X	9
060 H	A9C 9A9C00ACPARTS (N)(N)(R)(VIII) A/C COMP, PARTS, ACCESSORIES (Note(s) 60)			$455,400 (Line Total)			
	a. UH-60M Deployment Support Kit (DSK)	1 KT	$455,400.00	$455,400	P(18-42) TA5	X	9
061 H	L1C 016400A1RSMSV (N)(N)(R)(XXI) AIRLIFT, SAAM, FMS SERVICE ONLY Delivery of line 001 aircraft via AIR (Note(s) 61)	XX		$683,945	S(-) TA3 May 2017 - Jun 2017	-	-
062 H	A9D 9A9DC0NSPARES (N)(N)(R)(VIII) CONTRACTOR-PROVIDED A/C COMPONENTS, SPARES, ACCESSORIES External Electric Rescue Hoist (Note(s) 62)			$526,240 (Line Total)			
	a. External Electric Rescue Hoist (for four Initial Operating Capability (IOC) aircraft)	4 EA	$131,560.00	$526,240	P(9-24) TA5	X	2/9
063 H	A9D 9A9DC0NSPARES (N)(N)(R)(VIII) CONTRACTOR-PROVIDED A/C COMPONENTS, SPARES, ACCESSORIES (Note(s) 63)			$1,234,640 (Line Total)			
	a. Internal Auxiliary Fuel Tank System (IAFTS) (200 gallon)	4 EA	$308,660.00	$1,234,640	P(9-24) TA5	X	2/9

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
064 H	L1B 016300SEATRSV (N)(N)(R)(XXI) SEALIFT, FMS SERVICE ONLY Delivery of Aircraft on Line 001 via Sea Vessel (Note(s) 64)	XX		$190,026	S(-) TA3 Jan 2018 - Jun 2020	-	-
065 H 3	M1F 02080TECHDATA (N)(N)(R)(-) TECHNICAL DATA (INCLUDES ENGINEERING CHANGE PROPOSALS (ECP'S), DRAWINGS & SPECIFICATIONS) Installation of Unique Component Modification Kit (Note(s) 65)	XX		$404,800	P(-) TA5 May 2015 - Apr 2019	-	-

Estimated Cost Summary:

(8) Net Estimated Cost	$245,010,232
(9) Packing, Crating, and Handling	145,250
(10) Administrative Charge	8,575,358
(11) Transportation	8,015,017
(12) Other	0
(13) Total Estimated Cost	$261,745,857

ESTIMATED PAYMENT SCHEDULE

Payment Date	Quarterly	Cumulative
Initial Deposit	$42,204,484	$42,204,484
15 Sep 2015	$5,846,457	$48,050,941
15 Dec 2015	$11,300,967	$59,351,908
15 Mar 2016	$13,734,859	$73,086,767
15 Jun 2016	$5,416,489	$78,503,256
15 Sep 2016	$21,635,197	$100,138,453
15 Dec 2016	$7,429,697	$107,568,150
15 Mar 2017	$40,607,811	$148,175,961
15 Jun 2017	$2,461,426	$150,637,387

Payment Date	Quarterly	Cumulative
15 Sep 2017	$4,942,245	$155,579,632
15 Dec 2017	$5,562,314	$161,141,946
15 Mar 2018	$37,389,979	$198,531,925
15 Jun 2018	$1,859,245	$200,391,170
15 Sep 2018	$18,420,367	$218,811,537
15 Dec 2018	$1,371,784	$220,183,321
15 Mar 2019	$33,158,494	$253,341,815
15 Jun 2019	$687,181	$254,028,996
15 Sep 2019	$865,287	$254,894,283
15 Dec 2019	$1,274,753	$256,169,036
15 Mar 2020	$1,228,824	$257,397,860
15 Jun 2020	$684,349	$258,082,209
15 Sep 2020	$648,349	$258,730,558
15 Dec 2020	$684,349	$259,414,907
15 Mar 2021	$144,125	$259,559,032
15 Jun 2021	$144,125	$259,703,157
15 Sep 2021	$144,125	$259,847,282
15 Dec 2021	$144,125	$259,991,407
15 Mar 2022	$144,125	$260,135,532
15 Jun 2022	$144,125	$260,279,657
15 Sep 2022	$144,125	$260,423,782
15 Dec 2022	$144,125	$260,567,907
15 Mar 2023	$144,125	$260,712,032
15 Jun 2023	$144,125	$260,856,157
15 Sep 2023	$144,125	$261,000,282
15 Dec 2023	$144,125	$261,144,407
15 Mar 2024	$144,125	$261,288,532
15 Jun 2024	$144,125	$261,432,657
15 Sep 2024	$144,125	$261,576,782

Payment Date	Quarterly	Cumulative
15 Dec 2024	$169,075	$261,745,857

Note: This schedule was requested by the Purchaser Slovak Republic and approved by USASAC. The USG reserves the right to bill for additional amounts if, during the execution phase, actual costs materialize at a rate that cannot be supported by the purchaser-based schedule.

Explanation for acronyms and codes, and financial information, may be found in the "Letter of Offer and Acceptance Information."

Signed Copy Distribution:

1. Upon acceptance, the Purchaser should return one signed copy of this LOA to [redacted] Simultaneously, wire transfer of the initial deposit or amount due with acceptance of this LOA document (if required) should be made to [redacted] showing "LO-B-UCI, payment from Slovak Republic"; or a check for the initial deposit, made payable to the [redacted] showing "LO-B-UCI, payment from Slovak Republic". Wire transfer is preferred.

2. One signed copy should be returned to [redacted]

Note 1. LINE ITEM 001 - UH-60M HELICOPTER.

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Line Item 001 provides for nine (9) UH-60M aircraft.

AIRCRAFT CONFIGURATION
>> Mission Management
Flight Management System
Flight Director
Sikorsky AFCS Computer

>> Cockpit Displays
UH-60M Glass Cockpit
AN/APN-209 Radar Altimeter
Improved Heads Up Display (HUD) Provisions

>> Communications
UHF/VHF-AM/FM Provisions
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Digital ICS
Transponder Provisions
EBC-302 Emergency Locator Transmitter Provisions
H-250 A/U Handset

>> Navigation
AN/ARN-147(V) VOR/ILS
AN/ARN-149(V) LF/ADF
GPS/INS Provisions
AN/ARN-153 TACAN Provisions

>> Aircraft Survivability Equipment
AN/ALQ-144A(V)1 IRCM Provisions
AN/APR-39A(V)4 Radar Warning Provisions
AN/AVR-2B(V) Laser Warning Provisions
AN/AAR-57(V)3 Common Missile Warning System (CMWS) Provisions
Upturned Exhaust System (UES)

>> Mission Equipment
Blade De-Ice System
Cargo Hook (9000 lb.)
Wire Strike Protection System (WSPS)
Crashworthy Extended Range Fuel System (CEFS) Provisions
M240 (7.62) Window Gun Provisions
Digital Map System (provided via line 046)
WX-500 Storm Scope
Fast Rope Insertion and Extraction System (FRIES) Kit Provisions
External Rescue Hoist Provisions

>> Flight Controls
UH-60M Mechanical Flight Control System
Dual Digital Automatic Flight Control System (AFCS) with Coupled Flight Director

>> Airframe
UH-60M Pilot/Copilot Armored Crashworthy Seats
UH-60M Cabin / Transition Structure (Access Door)
UH-60M Main Gearbox (includes Rotor Brake provisions)
Rotor Brake
Bleed-Air Cockpit & Cabin Heating System
Integrated Vehicle Health Management System (IVHMS)
Active Vibration Control System (AVC)
U.S. Army Paint (Primed Coat)

Flyaway Equipment (2 UES Plugs, 2 Engine Plugs, 1 APU Plug, 2 Pitot Static Covers, 1 Oil Cooler Cover, 4 Tiedown Rings, 4 Blade Locks, 1 Utility Light, 1 Fuel Sampling Pump, 1 Fuel Sump Drain Valve, 2 Oil Filter Elements)

Log Items (3 First Aid Kits, 1 Crash Axe, 2 Fire Extinguishers, 1 Cargo Hook Pendant), 3 Laptop Computers: 1 Aircraft SW Recovery Kit per case, 1 IVHMS Ground Station per aircraft, 1 Aircraft Logbook per aircraft.

>> Electrical
30/45 KVA AC Generator
400 Amp DC Converter
20/23.8 KVA APU AC Generator
5.0 Amp-Hour Sealed Lead Acid Battery (2 per aircraft)
Retractable Landing Light
Dual Mode (normal/infrared) Controllable Searchlight
Standard and IR Position Lights
Standard and IR Formation Lights
Anti-Collision Lights

>> Propulsion
T700-GE-701D Engines (2 per aircraft) (provided on line 002)
Auxiliary Power Unit APU - Sundstrand (with Inlet Barrier Filter)

>> Unique Mission Equipment
Ballast Kit (when IAFS is installed)
AMPS Capability (provided on lines 016, 017, 018, 019)
C406 Emergency Locator Transmitter (ELT) (121.5/243 MHz and COSPAS 406 MHz)
AN/ARC-231 Radios (2 per aircraft) (see line 030)
AN/ARC-201D (1 per aircraft) (see line 032)
Includes A-Kit Provisions for External Hoists (Line 062) and Internal Auxiliary Fuel Tank System (IAFS) (Line 063)

Transponder AN/APX-123 (Line 033)
Aircraft Exterior Paint with country specific markings

Cockpit Manuals (-10, Crew member Checklist, MTF Manual) (Standard)

Note 2. LINE ITEM 002 - T701D ENGINES.

Line Item 002 provides for the purchase of twenty (20) each new and spare T700-GE-701D engines. Eighteen (18) each will be shipped to Sikorsky for installation on the UH-60M helicopters at Sikorsky Aircraft Corporation Flight Operations facility on Line 001 aircraft. Two (2) each will be shipped to country as spares. The engines will include the OEM warranty.

Note 3. LINE ITEM 003 - CRITICAL INITIAL AND UNIQUE SPARES.

Line Item 003 provides for critical initial and unique spares. Line value is estimated to cover 2 years worth of spares ("initial push package") to support and maintain nine (9) UH-60M Black Hawk helicopters. Support services are estimated on an annual flight program of two hundred-fifty (250) flight hours per aircraft.

Note 4. LINE ITEM 004 - INITIAL SPARES AND UNIQUE GROUND SUPPORT EQUIPMENT.

Line Item 004 provides for 2 year initial spares package and unique ground support equipment. This line value is based on equipment listing utilized by US Army units. Recommended equipment listing will be provided for review at a Provisioning Conference. Place and time to be determined at a later date. This line augments any items from Line 003 that may not meet the customer required delivery timeline. This line will provide spares as needed after initial Provisioning Conference. Customer understands that some of these items may or may not be from NEW PROCUREMENT; they could be CONDITION A {(Serviceable (issuable without qualification). New, used, repaired, reconditioned materiel serviceable and issuable to all customers without limitations or restrictions. Includes materiel with more than 6 months of shelf-life remaining)} or CONDITION CODE B {(Serviceable (issuable with qualification). New, used, repaired, reconditioned materiel serviceable and issuable for its intended purpose, but restricted from issue to specific units, activities or geographical areas by reason of its limited usefulness or short service life expectancy. Includes materiel with 3 through 6 months shelf-life remaining)} if provided from Stock.

Note 5. LINE ITEM 005 - SIMPLIFIED NONSTANDARD ACQUISITION PROGRAM (SNAP).

Line Item 005 is for nonstandard aviation spare parts in support of the following:
- UH-60M Helicopter

Simplified Nonstandard Acquisition Program (SNAP)

Note 6. LINE ITEM 006 - CONTRACTOR FURNISHED TECHNICAL PUBLICATIONS.

Line Item 006 provides for contractor furnished technical publications for the unique flight manuals and checklists as applicable to unique equipment, to be delivered with the Aircraft. The manuals provided under this effort are tailored to the country's unique configuration.

Note 7. LINE ITEM 007 - CONTRACTOR TECHNICAL PUBLICATIONS FOR UNIQUE EQUIPMENT SYSTEMS (UPDATES).

Line Item 007 provides updates for five years of contractor furnished operator manuals, including Operators and Crew Members Checklist and Maintenance Test Flight Manuals in support of the UH-60M Black Hawk helicopter unique systems, and initial Parts List.

Note 8. LINE ITEM 008 - AIRCRAFT WARRANTY.

Line Item 008 provides for an aircraft warranty provided by the OEM, excluding Government Furnished Equipment (GFE), for two years or 1000 flight hours (whichever comes first) to begin upon acceptance of the aircraft by the U.S. Government.

Note 9. LINE ITEM 009 - CONTRACTOR FURNISHED FIELD SERVICE REPRESENTATIVE.

Line Item 009 provides for Contractor Field Service Representative (CFSR) services in

country for 5 years, in support of UH-60M Black Hawk Helicopter. The CFSR will report approximately one-two months prior to aircraft delivery. To ensure effective and timely performance of the services offered, the purchaser accepts the following provisions:
a) The estimated cost as offered is based on the most accurate information available at the time of preparation.
b) The estimated cost includes services, transportation, to/from country, in-country transportation, per diem, dependent travel, and household charges as applicable.
c) The estimated cost provides for services equating to eight (8) working hours per day, five (5) days per work-week. The estimated cost includes annual vacation, sick leave, and observance of U.S. holidays scheduled.
d) Any/all work hours over/above that outlined in paragraph c requires the approval of the US Government and is not included in the estimated cost.
e) CFSRs can adjust their holiday schedules to support local work requirements with prior coordination with the US Government and approval of the purchaser. The CFSRs may be deployed to a remote in-country location and will receive accommodations, privileges, protection, and priority appropriate to purchaser officers/support staff during the period of remote deployment.

Note 10. LINE ITEM 010 - UNANTICIPATED / UNPROGRAMMED.

Line Item 010 provides funding for items not specifically addressed within this case. This line item covers any un-anticipated un-programmed (UU) issues for items/technical support to react to any integration, hardware, or service issues in real time. Funds will not be obligated without the processing of an Amendment to move the funds at the official written request of the Government of Slovakia.

Note 11. LINE ITEM 011 - FERRY FLIGHT ASSISTANCE.

Line Item 011 provides ferry flight assistance in support of UH-60M Black Hawk helicopters. US Government pilots will ferry aircraft to Port of Embarkation (POE) as requested by the Government of Slovakia.

Note 12. LINE ITEM 012 - TECHNICAL SUPPORT FOR FIELDING.

Line Item 012 provides for a Fielding Team of aircraft mechanics, inspectors and supervisors to perform aircraft daily service inspections; perform required maintenance actions after the flight from the manufacturer's final assembly facility to the aircraft transfer location, including the re-torque of prescribed aircraft nuts; clean aircraft surfaces; replace unserviceable components; process warranty claims for any parts removed and replaced; assist with aircraft ground movement and storage; and assist in the aircraft transfer process. The line anticipates two or more fielding events at the aircraft transfer point.

Note 13. LINE ITEM 013 - USG SITE SURVEY.

Line Item 013 provides for a USG Site Survey Team to travel to country at least once and possibly multiple times to ensure that appropriate location and facilities are in place or noted to be in place prior to aircraft delivery.

Note 14. LINE ITEM 014 - QUALITY ASSURANCE TEAM (QAT).

Line Item 014 provides Aircraft Quality Assurance Team (QAT) support for UH-60M Black Hawk Helicopters.

This service provides for a technically qualified specialist to accompany the materiel when delivered in-country. The specialist will do quality checks, monitor onloading operations in CONUS (as necessary), observe offloading in purchaser country, provide advise (as necessary) in deprocessing and reassembly operations, assist with necessary preoperational tests and checks, and help resolve problems. The specialist will assess physical and operational aspects of the materiel to demonstrate that it is according to the terms of the LOA. The specialist is not required to conduct operator or maintenance training. The specialist will end the QAT services by signing a Statement of Mutual Understanding with the purchaser. The statement will indicate agreements reached as to condition and completeness. It will also indicate further actions needed to resolve problems verified at the deprocessing location. The estimated costs cover travel, salary and related costs, and per diem cost for the specialist. The purchaser will be billed only for costs incurred by the US Government.

The QAT services are beneficial and will assist the purchaser's personnel in verifying operability and correction of any problems encountered; as well as helpful familiarization guidance to assure satisfaction of the end item systems provided. The US Government firmly recommends that the QAT services be accepted to ascertain that all aspects of the agreement between the US Government and the Purchaser are fully understood and that satisfaction with the delivery is achieved. Acceptance of the QAT will preclude unnecessary misunderstandings concerning unresolved problems and appropriate corrective actions will be initiated on-site or within a reasonable time frame.

It is important that the purchaser clearly understands the ramifications of declining QAT services (i.e., the US Government will not monitor CONUS outloading to assess transportation damage; the US Government will not perform on-site preoperational checks nor demonstrate operability; the US Government representative will not be available to assist the customer in unforeseen problems/discrepancies; there may be lengthy delays in processing valid customer complaints, resulting in possible detriments to materiel operational readiness).

Note 15. LINE ITEM 015 - H-764 EMBEDDED GLOBAL POSITIONING SYSTEM, INERTIAL NAVIGATION SYSTEM (EGI).

Line Item 015 provides 20 each Embedded Global Positioning System / Inertial Guidance System (EGIs) for production aircraft (18) and and 2 to be shipped to country as maintenance floats. Transportation is built into the unit cost.

Rockwell Collins GEM-V GPS Receiver P/N 822-2062-1XX with SAASM 3.3 P/N 987-6431-XXX or latest approved replacement GEM card with SAASM 3.7 P/N 966-2083-0XX to be integrated into Honeywell H-764 EGI for end use in UH-60M Aircraft.

Note 16. LINE ITEM 016 - AVIATION MISSION PLANNING SYSTEM (AMPS).

Line Item 016 provides for two (2) each of Aviation Mission Planning System (AMPS) hardware VT MILTOPE RLC-3G to support the UH-60M Helicopter.

Note 17. LINE ITEM 017 - AVIATION MISSION PLANNING SYSTEM (AMPS) DEVELOPMENT.

Line Item 017 provides for Aviation Mission Planning System (AMPS) software development and integration. The following notes apply:

a. The AMPS will include only standard US AMPS hardware.

b. The AMPS will utilize the US Windows Operating System.

c. Modification to the AMPS software is required to enable AMPS functions that differ from the US AMPS baseline. PFPS version 4.2 or current version will be the base software.

d. AMPS Software Development Kit (SDK) is not provided with the AMPS software.

e. AN electronic (soft) copy of the AMPS Users Guide is provided on the installation media. Paper documentation is not provided.

f. Pricing to support AMPS/Aircraft integration and testing is included in this Case.

g. No Technical Data Package (TDP) will be provided with this system.

h. No source code will be provided.

i. Map, Chart, Geodesy, and Imagery (MCG and I) data and any other operational data, including threat parametric data, required to operate is the responsibility of Slovakia. AMPS accepts map data developed in accordance with U.S. National Geospatial Intelligence Agency (NGA) standards.

j. No digital maps will be provided by PM Aviation Systems (AS) or Software Engineering Directorate (SED).

k. No Digital Aeronautical Flight Information File (DAFIF) will be provided.

l. The aircraft will be configured as outlined in the Interface Control Document (ICD) and Helicopter Operator -10 Manual. The -10 Manual is required from the manufacturer no later than 12 months prior to AMPS delivery. A final -10 Manual is required two (2) months prior to software delivery. The UH-60M Helicopter ICD is required no later than nine (9) months prior to AMPS delivery to ensure an accurate Flight Performance Modeling (FPM) and Integrated Performance in Aircraft Configuration (IPAC).

Note 18. LINE ITEM 018 - AVIATION MISSION PLANNING SYSTEM (AMPS) TECHNICAL SUPPORT.

Line Item 018 provides for technical support from LOA signature to software delivery. The technical support is provided by the following Project Offices: PM Aviation Systems, PM Aviation Network Mission Planning (ANMP), Aviation Flight Test Directorate (AFTD), and Software Engineering Directorate (SED) to support program management, software development, and testing activities for software and aircraft verification, and final software safety confirmation. Also included in this line is the follow-on support (two (2) years) after software delivery. Other costs include: 1) Incremental costs above standard level of service, but is not limited to, contractor logistical and technical support, engineering services, scheduling, and transportation. 2) The published contractual delivery lead times, execute specific equipment modification to improve capabilities, and efforts required to initiate contracts to fulfill customer requirements are also included. 3) The cost for attendance at customer requested Program Management Reviews (PMRs), provisioning conferences, meetings with contractors and other agencies, training, and other customer required meetings, including travel and personnel costs. Follow-on support is for two (2) years.

Note 19. LINE ITEM 019 – AVIATION MISSION PLANNING SYSTEM (AMPS) TRAINING.

Line Item 019 provides for two (2) 40 hour Aviation Mission Planning (AMPS) training sessions to be conducted in country. Customer is required to provide 120 days notification prior to requested training date. Training will be conducted utilizing customer software build and hardware. Training will be conducted in English.

Note 20. LINE ITEM 020 – ECPS, MWOS, INSTALLATION AND SOFTWARE CHANGE PACKAGES.

Line Item 020 provides for future Engineering Change Proposals (ECPs), Modification Work Orders (MWOs), Installation and Software Change Packages for the UH-60M Black Hawk Helicopters.

Note 21. LINE ITEM 021 – AIRWORTHINESS SUPPORT.

Line Item 021 provides Airworthiness Support from the US Army Aviation Engineering Directorate (AED) in accordance with Army Regulation (AR) 70-62, Airworthiness Qualification of Aircraft Systems.

It is the responsibility of the purchaser to obtain and maintain airworthiness release (AWR) and approval for its aircraft. US personnel are not authorized to conduct flight operations in any aircraft that does not meet airworthiness provisions outlined in AR 70-62. AWR is required for both US Army and contractor pilots to fly foreign aircraft.

This line will provide funds to the AED to conduct AWR for aircraft in their unique configuration, and will allow for test and validation flights and ferry flight support when aircraft are completed.

If the customer desires US Pilots to operate their aircraft in-country (OCONUS), additional funding for in-country Airworthiness Release certification will be required.

Note 22. LINE ITEM 022 – PRE AND POST PRODUCTION TECHNICAL ASSISTANCE.

Line Item 022 provides Pre, During, and Post Production Technical Assistance by the Utility Helicopters Project Office (UHPO).

Pre-Production Technical Assistance will begin upon implementation of the LOA and cover the period before, during, and through delivery of all aircraft. The FMS customer aircraft are unique from US Army configuration. Duties include but are not limited to:

Providing the systems engineering and technical management for the UHPO managed programs.

Providing technical management expertise for the preparation and management of all acquisition lifecycle unique, configuration specific technical reviews and meetings with the prime contractor, integrator, and manufacturer to include: System Requirements Reviews (2 each), System Functional Reviews (2 each), Preliminary Design Reviews (2 each), Critical Design Reviews (2 each), Test Readiness Reviews (2 each), and System Verification Reviews (2 each). These reviews are required to support the unique requirements for program management and systems engineering processes that enable the customer-country unique modifications to be safely and professionally detailed, designed, verified, produced, and documented to aircraft quality standards. These elements are especially critical when customer-country unique modifications involve revised or new electrical or software designs and to ensure that these revised or new designs meet U.S. military and/or customer-country aviation standards.

Ensuring that customer-country unique modification requirements are thoroughly identified in system specification requirements documents that will guide the design and verification of the unique revised or new designs.

Ensuring that hardware and software component and aircraft or trainer system-level verification of the customer unique modifications is executed, documented, and reviewed by an independent evaluator (i.e., U.S. Army Aviation Engineering Directorate (AED) or the aircraft prime contractor's Qualification Assurance Board). IAW AR-70-62, U.S. Army soldier aircraft operators and contractor operators performing under a U.S. Army contract must be covered by an airworthiness release. UHPO Technical Management (TM) coordinates with the AED and Software Engineering Directorate (SED) to establish airworthiness requirements for the country unique aircraft program. UHPO coordinates with the Directorate of Simulations (DOS) for the Black Hawk training for pilot vehicle interface (PVI) requirements.

Serving as the configuration manager for the customer-country's unique aircraft configurations as produced and delivered under this FMS case, controlling and managing all customer unique aircraft configuration changes and conducting formal configuration management reviews with the contractor or manufacturer including the manufacturer drawings and unique listings. The UHPO prepares and manages the contractual statement of work and data requirements to acquire and document the unique requirements of the aircraft or trainer. The unique aircraft equipment that is operated or controlled via software communication interfaces is evaluated and verified to ensure the equipment meets the specification and does not present a hazard to the aircraft or occupants. All hazards and risks are documented and provided to the customer-country. Unique software is tested to the appropriate level to ensure it meets its specification.

Coordinating the integration effort by other commands such as TACOM, CECOM, JMC, TRADOC, PEO-C3T, and PEO-STRI, to ensure they are fully integrated with the overall program schedule. UHPO coordinates with PEO-STRI for aircraft training devices. UHPO coordinates with PM-Aircraft Survivability Equipment (ASE) for ASE items. UHPO coordinates with PM-Aviation Systems (AS) for Aviation Ground Support Equipment (AGSE) items. To support the total package approach, the UHPO Program Manager provides and coordinates aircraft program schedule and other program information to enable a synchronized delivery of the supporting systems on the case.

Provides support of case program meetings including Program Management Reviews, Security

Assistance Reviews, monthly country program working groups and status meetings, completing the action items from those meetings and preparing information papers and briefings for country officials as requested by the country.

Developing and executing the acquisition strategy for the UHPO case lines to ensure that all contract and procurement activities are fully integrated to deliver material and services when they are needed; coordinating with the Army Acquisition Center (ACC) and contractor on acquisition strategy. The acquisition strategy is designed to meet the required delivery requirements and take into consideration production/supply lead times, logistics and support (Contractor and USG), spares, and training to ensure the synchronization and timeliness of contract awards to support the aircraft delivery and the Total Package Approach.

Upon receipt of an implemented Letter of Offer and Acceptance (which has an expedited program and delivery schedule), the UHPO Integrated Product Team (IPT) prepares the UHPO Contract Requirements Packages (CRPs) which are reviewed and approved by the UHPO led Functional Requirements Authentication Board (FRAB) which may include other organizations such as the AMRDEC, AED, and Acquisition Command Center (ACC). The UHPO provides the completed and approved CRP to the appropriate organization or ACC which prepares additional contracting documents and generates the Request for Proposals to the contractors. Upon receipt of the proposal, the ACC, UHPO, Defense Contract Audit Agency (DCAA), and Defense Contract Management Agency (DCMA) will conduct technical reviews, resolve any non-compliances, comments, or recommendations. UHPO will track this acquisition cycle on a daily basis to support expediting the program requirements.

Determining Total Package fielding approach requirements and Integrated Logistics Support Planning to include identification of maintenance, supply and facility requirements required to deliver and sustain the system. Following receipt of the implemented case, an initial spares and AGSE support package will be defined and provided with a recommendation to the Customer for approval prior to initiating any contract actions or USG procurements. This vetting of logistics requirements with the country can be conducted face to face at a Provisioning Conference or through other mediums. The UHPO provides subject matter expertise during all phases of the delivery of the aircraft and systems to ensure that the proper handling, record keeping, and preparation for shipment of the aircraft occurs at the port of embarkation.

Ensuring the ground support equipment, initial spares packages, and other support needs such as technical manuals are in place.

Ensuring customer requested contractor provided training is identified and in place to support a successful fielding and defined through UHPO managed contracts.

Participating in provisioning conferences, production meetings and delivery services performed by the manufacturer, as often as required or requested by the customer. The program manager provides Systems Engineers, Aviation Subject Matter Experts, and Logistics Specialists at these meetings (CONUS or at Customer location as required and coordinated) to address the technical aspects of the program and provide recommendations or responses to requests for information. Each forum requires the generation of unique charts and relevant data to be processed for Foreign Disclosure. These formal presentations, white papers, and memorandums are paramount to ensure purchaser requirements are being fulfilled.

Responding to customer queries as often as requested by the customer through formal presentations, white papers, and memorandums regarding program status, contract awards, production and delivery schedules and support preparations. These reports are very detailed in nature and encompass efforts of a multi-functional team of USG and contractor support to provide information that is properly documented and released for disclosure to the FMS customer. The multifunctional team consists of, but is not limited to Engineering Managers, Aviation Subject Matter Experts, Logistics Management Specialists, and Procurement Analysts.

Coordinating interoperability issues, planning and guidance within customer country. Knowledge of the program management, systems engineering, and the various customer-country unique requirements demand the focused attention of Configuration and Data Management within the UHPO and of Subject Matter Experts that can provide their experience and knowledge into a successful program.

Post Production Technical Assistance will begin upon delivery of aircraft and cover a period of 24 months after delivery of the last aircraft. Duties include but are not limited to:

Providing country-customer assistance in all actions involving U.S. Army organizations and their contractor(s).

Providing assistance with operational and maintenance planning and execution issues and the resolution (trouble-shooting) of technical, operational, and maintenance problems; and providing expeditious handling of Aircraft-on-Ground (AOG) requirements. The UHPO maintains support contracts and communications with the Manufacturer and in-country contracted support during the two year period following delivery of the aircraft. This enables the timely resolution of Warranty Claim Actions.

Coordinating liaison between the UHPO, the contractor's product support team and other U.S. Army and Government activities (as noted in this case).

Responding to customer requests for technical information related to support equipment, spares, tools, test sets and publications related to the unique customer country configuration; technical responses require an Aviation Subject Matter Expert to analyze the request, provide a documented response by accessing technical references, and ensure that any data released is vetted through Foreign Disclosure and the Program Manager Office.

Resolving warranty related issues that arise between the customer-country and OEM warranty provider.

Interfacing with the OEM on issues related to Contractor Field Service Representative services.

Providing maintenance and safety of flight bulletin information.

Providing problem diagnostics and troubleshooting services, including subject matter expert consultation and engineering expertise.

Resolving configuration control and technical issues, providing timely answers to technical questions. FMS aircraft use exportable versions of component hardware and software.

Performing site surveys of maintenance capabilities to evaluate country's ability to perform depot level work and have specific Depot Level Work Requirement (DMWR) documentation released as required and released by the case. Depot level surveys require the expertise from highly skilled Subject Matter Experts that are knowledgeable on the documentation, tooling, and maintenance procedures. These Subject Matter Experts possess unique skill sets, normally focused on specific types of repairs, such as: electronics/avionics, propulsion, power train, structural, and composite repair.

Preparing contract amendments to address emerging requirements, modifications, and reallocate funds in accordance with the latest plans related to the unique customer country configuration, which includes: unique radios, FLIR, Internal Auxiliary Fuel System (IAFS) and more.

Following delivery, the UHPO will ensure that all contracts have been definitized, and remaining funds are identified and made available for reprogramming for new requirements or returned as required.

The UHPO will continue to provide technical support during the Sustainment phase of the Program up to two years after delivery of the system(s):

Analyzing maintenance and availability related issues, providing support assistance.

Anticipating/Forecasting spare parts and maintenance requirements and planning to mitigate shortfalls.

Servicing the USG contract with the OEM, ensuring all supplies, services, and data deliveries are on time and fully serviceable.

Coordinating the sustainment integration efforts of supporting commands such as TACOM, CECOM, JMC, TRADOC, PEO-C3T, and PEO-STRI, to ensure their efforts stay aligned with the overall program.

Providing obsolescence planning and management to identify and mitigate future problems for subsequent productions.

Updating country customer team on program status and emerging developments during annual Program Management Reviews, In Progress Reviews, and other forums as requested by the customer. On a monthly basis, UHPO engages vendors to maintain visibility on a variety of services and products available to the customer through FMS. Upon request, UHPO assists the customer in planning and conducting deployment activities to include: training, equipment preparation and area of operations support and clearances. UHPO engages other Program Managers to ensure that other supporting aviation systems (IAFTS, FLIR, AMPS, CAPT, etc) that are fielded as part of the Total Package Approach and related to the aircraft fielding are coordinated and scheduled with the customer.

Note 23. LINE ITEM 023 - AMCOM SAMD TECHNICAL ASSISTANCE.

Line Item 023 provides for technical assistance by US Government personnel located at the US

Army Aviation and Missile Command, Security Assistance Management Directorate (AMCOM-SAMD) colocated with Utility Helicopter Project Office (UHPO) as Slovakia UH-60M Lead Case Management; and travel for US Army Security Assistance Command (USASAC) at Redstone Arsenal, AL (RSA) and New Cumberland (NC). This line does not include charges for efforts in general FMS LOA management, which are administrative. Period of Performance is for 5.5 years.

The estimated charges for above standard level of service case level management provided by AMCOM SAMD are for complex and new fielding FMS program management and case execution support required for successful delivery of 9 each uniquely configured UH-60M Black Hawk Helicopters. Dedicated management activities are critical to support and oversee successful delivery and sustainment capability of the unique customer configuration aircraft of any system. Case management costs include but are not limited to, pre-contract requirements/configuration determination meeting to support the sale of a unique, major weapon system which support a total package effort including multiple site surveys (main base and forward operating base(s), procurement of the customer uniquely configured aircraft in extremely compressed acquisition timeline, contractor logistical and technical support (required for multiple deliveries, first one expected to be expedited), engineering services, system modifications, upgrades, scheduling, transportation and specialized training. This line provides for the management effort required to expedite deliveries that are less than the standard published or contractually developed lead-time of 36 months (the expedited timeline for first delivery is less than 24 months); management of specific equipment modification to improve operational capabilities; extraordinary management efforts required to initiate contracts to fulfill a foreign customer's unique requirements. Such efforts are required for stand-alone equipment purchase, efforts required to produce customer unique reports, preparation and attendance at customer requested, semi-annual Program Management Reviews (no less than ten), initial weekly meetings with US team members (from case implementation to first delivery), site surveys (minimum of two to ensure noted deficiencies and recommended changes, additionals and improvements are completed ahead of first delivery), contractor logistics support (CLS) determination meeting, and meetings with contractors to ensure customer unique requirements are supplied in a expedited timeline; and unique customer requested "face-to-face" meetings including travel and personnel costs. In accordance with Security Assistance Enterprise guidelines, this line provides interface support between Government of Slovakia and the Utility Helicopters Project Office.

This line also provides for Blackberrys for 5 years, PMR Requirements (to include but not limited to: book printing, notebooks, supplies, associated hotel conference fees, and transportation to and from meetings,and all associated travel costs), and Team/Program equipment (to include but not limited to: computers, laptops, blackberrys, and daily supplies such as paper, CDS and writing utensils).

Note 24. LINE ITEM 024 - COCKPIT ACADEMIC PROCEDURAL TOOL ENHANCED (CAPT(E)).

Line Item 024 provides for country Unique Configuration Software Development (unclassified) for one (1) each Cockpit Academic Procedural Tool Enhanced Visual Control System (CAPT EVCS) trainer: 1 left seat and 1 right seat; 1 overhead console, 1 lower console, electronically linked active flight controls, and one front visual display.

Note 25. LINE ITEM 025 - MOBILE TRAINING TEAM (MTT).

Line item 025 is for UH-60M Mobile Training Team (MTT) expected to conduct 6-24 months of training and technical assistance in support of Government of Slovakia. Cost estimate is for mobile training team to be provided at the request of the purchaser. The U.S. Government retains the right to substitute individuals and grades required for mission accomplishment based upon personnel skills available at the time of team deployment. The planned MTT composition is subject to review based on further discussion with customer for detailed requirements.

Tentative MTT composition example is as follows:

UH-60M Aviation MTT - a 6-man team, consisting of 2 instructor pilots, 1 Maintenance Test Pilot, 2 crew chiefs, and 1 maintenance advisor (UH-60M aviation electrician) to deploy to Bratislava, Slovakia for 6-24 months in order to advise the Slovakian Armed Forces in flight operations in support of an FMS equipment sale. This six man Aviation MTT will advise Slovakian aviation personnel on all aspects of operations of the UH-60M helicopter from fielding to conducting a culmination live fire exercise before departing Slovakia.

The U.S. Government will make its best efforts to deploy the MTT(s) within 30 days of completion of the pre-deployment visit and/or certification of the U.S. Government security assistance organization in-country, provided that training deployment prerequisites have been met. Deployment dates are provided for planning purposes only. Actual deployment dates will be established on purchaser request and confirmation that all equipment on which training is to be conducted is available/operational, and that all necessary tools, support equipment and facilities, interpreter support (if required), and students are vetted and available at the training site.

Note 26. LINE ITEM 026 - TRAVEL SUPPORT FOR SAT PERSONNEL.

Line Item 026 covers projected travel expenses of the Security Assistance Team Manager (SAT MGR) and other subject matter experts who may have to perform case-specific travel to properly definitize, validate, review and/or monitor this program. This is an estimate only. The customer will be charged only for those necessary travel expenses that are actually incurred.

Note 27. LINE ITEM 027 - CARTRIDGE, IMPULSE, MK44-0.

Line item 027 provides for 9 each 1377-M514, CARTRIDGE, IMPULSE, MK44-0

Note 28. LINE ITEM 028 - THRUSTER, CARTRIDGE ACTUATED, TCU-3/A.

Line item 028 provides for 9 each 1377-MJ20, Thruster, Cartride Actuated, TCU-3/A

Note 29. LINE ITEM 029 - CARTRIDGE, AIRCRAFT FIRE EXTINGUISHER.

Line item 029 provides for 36 each 1377-MT20, Cartridge, Aircraft Fire Extinguisher.

Note 30. LINE ITEM 030 - AN/ARC-231 VHF/UHF RADIO.

Line Item 030 provides for 18 each AN/ARC-231 UHF/VHF radios, 18 to be shipped to the prime contractor and installed in the aircraft.

Note 31. LINE ITEM 031 - AVIATION GROUND SUPPORT EQUIPMENT (AGSE).

Line Item 031 Provides Aviation Ground Support Equipment (AGSE) to support nine (9) UH-60M aircraft. The following Assumptions were made in developing this line: All aircraft will operate from one location/site. Both unit and intermediate maintenance will be performed at the operational site.

This line is provided for planning purposes. In order to activate procurement of any of the below items, customer must provide written request detailing specific items required. For procurement purposes each item listed below will require a line item on the Letter of Offer and Acceptance.

AGSE includes the following:

-Aviation Ground Power Unit (AGPU) Next Generation - Quantity: 2
-B1 Maintenance Platform - Quantity: 3
-B4 Maintenance Platform - Quantity: 3
-Battle Damage Assessment Repair (BDAR) - Quantity: 1
-Bond Test Set - Quantity: 2
-Fuel Quantity Gage Test Set (FQTS) - Quantity: 2
-FQTS Cables - Quantity: 2
-Digital Aircraft Weighing Scales (DAWS) - Quantity: 1
-Digital Pitot Static Tester (PSTS) - Quantity: 2
-Eddy Current Flaw Detector - Quantity: 2
-Generic Aircraft Nitrogen Generator (GANG) - Quantity: 2
-Shop Set AVUM A92 - Quantity: 1
-Shop Set Repair Armament Electrical - Quantity: 1
-Shop Set Repair Composite - Quantity: 1
-Shop Set Repair Engine Turbine - Quantity: 1
-Shop Set Repair Machine/Welding - Quantity: 1
-Shop Set Repair Non-Destructive Inspection - Quantity: 1
-Shop Set Repair Pneudraulic - Quantity: 1
-Shop Set Repair Power Train - Quantity: 1
-Shop Set Repair PC/Qual Control - Quantity: 1
-Shop Set Repair Sheet Metal - Quantity: 1
-Shop Set Repair Tool Crib - Quantity: 1
-Electrical Repairer Tool Kit (ELTK) - Quantity: 3
-General Mechanics Tool Kit (GMTK) - Quantity: 10
-Tool Kit Hydraulic Repairer - Quantity: 3
-Tool Kit Technical Aircraft Inspection - Quantity: 3
-Tool Kit Power Plant (PPTK) - Quantity: 3
-Tool Kit Power Train (PTTK) - Quantity: 3

-Tool Kit Airframe Mechanic Repair (SMTK) - Quantity: 3
-Tool Kit Swaging - Quantity: 2
-Tool Set Aviation Foot Locker - Quantity: 3
-Ultrasonic Flaw Detector - Quantity: 2
-Unit Maintenance Aerial Recovery Kit (UMARK) with Crossbar - Quantity: 1

Note 32. LINE ITEM 032 - AN/ARC-201D.

Line Item 032 provides for 9 each of the Airborne Radio System, 9 AN/ARC-201D to be shipped to the prime contractor and installed in the aircraft.

Note 33. LINE ITEM 033 - AN/APX-123A TRANSPONDER.

Line Item 033 provides for 9 each AN/APX-123A Transponders; 9 to be shipped to the prime contractor for installation.

Note 34. LINE ITEM 034 - AUTOMATIC DIRECTION FINDER (ADF) AN/ARN-149.

Line Item 034 provides for 2 each Automatic Direction Finders (ADF) AN/ARN-149 to be shipped to country as maintenance floats.

Note 35. LINE ITEM 035 - VOR/ILS RECEIVER, AN/ARN-147.

Line Item 035 provides for 2 each VOR/ILS Receivers, AN/ARN-147 to be shipped to country as maintenance floats.

Note 36. LINE ITEM 036 - AN/ARC-231 SPARE COMPONENTS.

Line Item 036a provides for 2 each AM-7565/ARC-231(V)(C) High Power Amplifiers (HPA) to be shipped to country as maintenance floats.

Line Item 036b provides for 2 each AM-7566/ARC-231(V)(C) Single Element SATCOM Pre-Amplifiers to be shipped to country as maintenance floats.

Line Item 036c provide for 2 each C-12601/ARC-231(V)(C) Control Indicators (CI) to be shipped to country as maintenance floats.

Line Item 036d provides for 2 each MT-7166/ARC-231(V)(C) HPA AM-7565 Mounts to be shipped to country as maintenance floats.

Line Item 036e provides for 4 each MT-7321/ARC-231(V)(C) RT-1808 Mounts to be shipped to country as maintenance floats.

Note 37. LINE ITEM 037 - TACTICAL AIR NAVIGATION, AN/ARN-153.

Line Item 037 provides for 2 each Tactical Air Navigation Systems (TACAN) AN/ARN-153, to be shipped to country as maintenance floats.

Note 38. LINE ITEM 038 - AN/ARC-231 RADIO TRAINING.

Line Item 038 provides funding to support OCONUS Training in support of the AN/ARC-231 radio. Training will last one (1) week of five (5) days; training will last eight (8) hours per day. Maximum number of students is not to exceed twelve (12). Each course participant must be proficient in the English Language or a translator must be provided at country's expense.

Note 39. LINE ITEM 039 - SINCGARS AN/ARC-201D AIRBORNE OPERATOR TRAINING.

Line Item 039 provides funding to support OCONUS Airborne Operator in support of the AN/ARC-201D. Training will be for one (1) week of (5) days; training will last eight (8) hours per day. Maximum number of students is not to exceed ten (10). Each course participant must be proficient in the English Language or a translator must be provided at country's expense.

Note 40. LINE ITEM 040 - DEPOT REPAIR & RETURN.

Line Item 040 provides for U.S. Depot Repair and Return of UH-60M Helicopter Communication, Electrical, Meterological and Avionic Components (CECOM).

Note 41. LINE ITEM 041 - CONTRACTOR REPAIR & RETURN.

Line Item 041 provides for Contractor Repair and Return of UH-60M Helicopter Communication, Electrical, Meterological, and Avionic Components.

Note 42. LINE ITEM 042 - TECHNICAL ASSISTANCE CECOM SAMD.

Line Item 042 provides technical assistance for extensive management of multiple, complex, standard and non-standard avionics systems in this LOA. These costs cover a five (5) year period and are required to monitor all case logistical and financial status, initiate management decisions, resolve issues and expedite actions, validate and verify interoperability of system for this avionics suite, and provides monies for TDY and salary costs that exceed the Standard Level of Service. This line also provides for the monitoring of acquisition and training, configuration management, weapon systems management, integrated logistics, requisition tracking, correspondence preparation as determined by country and the USG to keep the case on-track. This line does not include functions and costs covered by the FMS administrative fee.

Responsibilities of the weapon system manager (WSM) will be to monitor the integration of the avionics and communication training schedule, coordinate and oversee technical interchange meetings for the purpose of configuration changes. The WSM will conduct and attend Program Management Reviews, Technical Reviews, Definitization Conferences/Meetings, Financial Reviews, and In-Process Reviews. The WSM will oversee any Integration Efforts, Additional Acquisition Support, Requisition processing, and/or Compressed Deliveries.

The WSM will also oversee the management of Requisitions, Acquisitions, and Logistical Management oversight and Transportation Control of sensitive and classified items. The WSM will provide assistance to the country, if they should have questions regarding the operation of the avionics suite or any technical issues they should have during the period of support.

This line includes services provided by CECOM Security Assistance Management Directorate (SAMD), Program Management Office - Aircraft Survivability Equipment (PMO ASE) and US Naval Air Systems Command (NAVAIR). The Government Technical Lead (GTL) for the ASE will review all training plans and documentation, test evaluations and all documentation for accuracy for country's Blackhawk program. The GTL will create schedules to ensure training is being met and on schedule.

Note 43. LINE ITEM 043 - CALIBRATION SERVICES.

Line Item 043 provides for calibration services for test, measurement, and diagnostic equipment in support of UH-60M.

Note 44. LINE ITEM 044 - INDEPENDENT GOVERNMENT TESTING.

Line Item 044 provides for Independent Government Testing to be conducted on line 001 aircraft as needed for verification of unique customer configurations.

Note 45. LINE ITEM 045 - MAPS, CHARTS, AND UNCLASSIFIED SOFTWARE.

Line Item 045 provides for National Geospatial-Intelligence Agency (NGA) products, data, publications, and related materials provided under this LOA may be used for government and defense purposes. NGA products, data publications, and related materials provided under this LOA may not be used for any commercial purposes or transferred to any third party for commercial purposes.

The aeronautical products, data, publications and related materials provided under this LOA that have been granted copyright protection by the originating entity may be made available to other states for the purpose of safety of aviation on the condition that the receiving state is made aware that the materials are copyright protected and that the materials are appropriately annotated that they are subject to copyright by the originating entity.

Note 46. LINE ITEM 046 - DLI, PILOT, MAINTENANCE TEST PILOT, INSTRUCTOR PILOT, AND MAINTENANCE TRAINING.

Line Item 046 provides for Blanket Order Training for Purchaser's Personnel.

Note 47. LINE ITEM 047 - MEDICAL SERVICES.

Line Item 047 is authorized medical/dental services for students are estimated as $500 per student. Final settlement of this Letter of Offer and Acceptance (LOA) will include the net cost of medical services rendered. Any unused portion of funds deposited to cover medical treatment will be returned to the purchaser when the LOA is closed. Purchaser agrees to deposit additional funds when initial medical deposit has been exhausted.

Note 48. LINE ITEM 048 - AN/ARC-201D SINCGARS AIRBORNE RADIO SYSTEMS.

Line Item 048 provides for 2 each AN/ARC-201D SINCGARS Airborne Radio Systems to be shipped to country as maintenance floats.

Note 49. LINE ITEM 049 - TRANSPONDER, AN/APX123A IFF MODE, RT-1912.

Line Item 049 provides for 2 each AN/APX-123A, RT-1912 to be shipped to country and maintenance floats.

Note 50. LINE ITEM 050 - RT-1808A(C) FOR THE ARC-231.

Line Item 050 provides for 2 each RT-1808A(C)/ARC-231 Receiver-Transmitter, Radios to be shipped to country as maintenance floats.

Note 51. LINE ITEM 051 - SPARE PARTS FOR COMMUNICATIONS EQUIPMENT.

Line Item 051a provides 2 each SATCOM Antennas, AS-4626/A, in support of the AN/ARC-231, to be shipped to country as maintenance floats.

Line Item 051b provides for 4 each VHF/UHF Antennas, AS-4636/A, in support of the AN/ARC-231, to be shipped to country as maintenance floats.

Note 52. LINE ITEM 052 - SINCGARS AIRBORNE RADIO OPERATORS AND UNIT LEVEL MAINTENANCE TRAINING IN SUPPORT OF THE AN/ARC-201D.

Line Item 052 provides for SINCGARS Airborne Radio Operators and Unit Level Maintenance Training in support of the AN/ARC-201D to occur OCONUS. Training will be for one (1) week of five (5) days; training will last eight (8) hours per day. Maximum number of students is not to exceed ten (10). Each course participant must be proficient in the English Language or a translator must be provided at country's expense.

Note 53. LINE ITEM 053 – CECOM CONTRACTOR TECHNICAL ASSISTANCE.

Line Item 053 provides contractor technical assistance for extensive management of multiple, complex, standard and non-standard avionics systems in this LOA. These costs cover a five (5) year period and are required to monitor all case logistical and financial status, initiate management decisions, resolve issues and expedite actions, validate and verify interoperability of system for this avionics suite, and provides monies for TDY and salary costs that exceed the Standard Level of Service. This line also provides for the monitoring of acquisition and training, configuration management, weapon systems management, integrated logistics, requisition tracking, correspondence preparation as determined by country and the USG to keep the case on-track. This line does not include functions and costs covered by the FMS administrative fee.

Responsibilities of the weapon system manager (WSM) will be to monitor the integration of the avionics and communication training schedule, coordinate and oversee technical interchange meetings for the purpose of configuration changes. The WSM will conduct and attend Program Management Reviews, Technical Reviews, Definitization Conferences/Meetings, Financial Reviews, and In-Process Reviews. The WSM will oversee any Integration Efforts, Additional Acquisition Support, Requisition processing, and/or Compressed Deliveries.

The WSM will also oversee the management of Requisitions, Acquisitions, and Logistical Management oversight and Transportation Control of sensitive and classified items. The WSM will provide assistance to the country, if they should have questions regarding the operation of the avionics suite or any technical issues they should have during the period of support.

This line includes services provided by CECOM Security Assistance Management Directorate (SAMD), Program Management Office - Aircraft Survivability Equipment (PMO ASE) and US Naval Air Systems Command (NAVAIR). The Government Technical Lead (GTL) for the ASE will review all training plans and documentation, test evaluations and all documentation for accuracy for country's Blackhawk program. The GTL will create schedules to ensure training is being met and on schedule.

Note 54. LINE ITEM 054 – AN/APN-209 RADAR ALTIMETER.

Line Item 054 provides for 2 each AN/APN-209 Radar Altimeters to be shipped to Country as maintenance floats.

Note 55. LINE ITEM 055 – COMMUNICATION EQUIPMENT.

Line Item 055a provides for 2 each AN/ARN-149 antennas to be shipped to country as maintenance floats.

Line Item 055b provides for 2 each AS-3831, APN-209 antennas to be shipped to country as maintenance floats.

Line Item 055c provides for 2 each MT-6592 mounts for the AM-7189A in support of the AN/ARC-201D to be shipped to country as maintenance floats.

Line Item 055d provides for 20 each AN/APX-123A batteries to be shipped to country as maintenance floats.

Note 56. LINE ITEM 056 - COMMUNICATION EQUIPMENT.

Line Item 056a provides for 2 each Radio Frequency Amplifiers, AM-7189A in support of the AN/ARC-201D to be shipped to country as maintenance floats.

Line item 056b provides for 2 each Radio Frequency Amplifiers in support of the AN/ARC-201D to be shipped to country as maintenance floats.

Note 57. LINE ITEM 057 - SINCGARS NON-STANDARD TEST EQUIPMENT.

Line Item 057a provides for 2 each SINCGARS Unit Level Test, Measurement, and Diagnostic Equipment (ULTMDE) Aviation Unit Maintenance (AVUM) Tool Kits.

Line Item 057b provides for 2 each SINCGARS Communication Management System (CMS) 7.0 with Laptop.

Line Item 057c provides for 2 each SINCGARS advanced fill devices.

Note 58. LINE ITEM 058 - TOOL KITS & SETS.

Line Item 058a provides for 2 each GRM-122 accessory kits to be shipped to country.

Line Item 058b provides for 2 each JFG-122L in support of the GRM-122 to be shipped to country.

Note 59. LINE ITEM 059 - TOOL KITS & SETS.

Line Item 059a provides for 2 each PL-1536 Test Set in support of the GRM-122 to be shipped to country.

Note 60. LINE ITEM 060 - UH-60M DEPLOYMENT SUPPORT KIT (DSK).

Line Item 060 provides one kit, UH-60M Deployment Support Kit (DSK), Peculiar Ground Support Equipment (PGSE). Kit contains all necessary PGSE to support the UH-60M Black Hawk helicopter.

Note 61. LINE ITEM 061 - AIR DELIVERY OF LINE 001 AIRCRAFT (SAAM FLIGHT).

Line Item 061 provides for Air Deliveries of the first two (2) Line 001 Aircraft via SAAM Flight.

Note 62. LINE ITEM 062 - EXTERNAL ELECTRIC RESCUE HOIST.

Line Item 062a provides four (4) each External Electric Rescue Hoist to be installed on line 001 aircraft.

Note 63. LINE ITEM 063 - INTERNAL AUXILIARY FUEL TANK SYSTEM.

Line Item 063a provides for four (4) each Internal Auxiliary Fuel Tank Systems for installing on line 001 aircraft.

Note 64. LINE ITEM 064 - SEA DELIVERY OF LINE 001 AIRCRAFT.

Line Item 064 provides for Delivery of seven (7) Line 001 Aircraft via sea vessel.

Note 65. LINE ITEM 065 - INSTALLATION OF UNIQUE COMPONENT MODIFICATION.

Line 065 provides for the installation of Internal Auxilliary Fuel Tank Systems (IAFTS)(Line 063) and the External Electric Rescue Hoist (line 062) on four (4) Aircraft.

Note 66. AMMUNITION AND OTHER EXPLOSIVES (HAZARD CLASSIFICATION).

To facilitate movement of ammunition/explosives to the purchaser's in-country destination, the purchaser must complete the following actions for each explosive/ammunition item included in this Letter of Offer and Acceptance (LOA):

(1) Apply for a competent authority approval (CAA) from the United States (US) competent authority (CA) for the explosive item in the purchaser's own name. The US CA is the US Department of Transportation (USDOT) Pipeline and Hazardous Materials Safety Administration. The US CAA issued to the purchaser will have an EX-number assigned to it as a permanent reference. The purchaser's application will cite the DOD EX-number assigned to the same item in its application. The DOD CAA/EX-number will be used by the USDOT as a reference for issuing a US CAA to the FMS purchaser.

(2) Request a CAA for the item from purchaser's own national competent authority (CA). This will be required to cover all transportation that occurs outside of the Continental US

(CONUS) after transfer of custody of the item from DOD/USG to the purchaser. In applying for a CAA from its own national CA, the purchaser should submit its USDOT-issued CAA, including its EX-reference number, as a reference. The national CA should use the USDOT CAA as a reference document to issue its own CAA/EX-number.

(3) The purchaser must have these CAA actions completed within 60 days of case implementation but not later than sixty days before first shipment of the item under this LOA.

Note 67. MINIMUM PROCUREMENT QUANTITY.

The prices for items offered on lines 027-029 are based on combining the purchase of these requirements with US Navy requirements where possible to minimize procurement cost and achieve minimum procurement quantity (MPQ). Once placed, these combined buys will sometimes require earlier/later delivery than scheduled. All procurement will be performed under competitive contracting procedures. These requirements are subject to cancellation if contracts are not awarded.

Note 68. SERVICE LIFE.

Service life (Shelf and Installed) is the period of time a CAD/PAD can be issued and used with an ensured high degree of reliability. Performance of CADs/PADs is influenced by the environment to which they are exposed (e.g., temperature, humidity, vibration, shock). The shelf life and installed life are the maximum approved limits established for U.S. Army use and recommended for use by the purchaser. Periodically ammunition lots of CAD/PAD items are reevaluated by tests to determine feasibility of service life extension. Pertinent extension decisions will be shared with purchaser upon request. For current data on service life, the purchaser is advised to contact HQ, JMC, AMSJM-SA, 1 Rock Island Arsenal, Rock Island, IL 61299-6000.

Note 69. TRANSLATION.

Publications/documents supplied on this LOA are in the English language. The responsibility for the translation of any document rests with the purchaser. However, when information is translated, the English text is still the officially binding document. (T13.B)

Note 70. PRICE AND AVAILABILITY.

The quantity is not currently on contract nor have contract negotiations pertaining thereto been initiated. Therefore, the price and availability reflected are based upon established procurement cost estimating procedures only. If price and availability are changed as a result of actual contract negotiations, notification of such changes will be furnished according to current procedures. (P13.A)

Note 71. SHORT OFFER EXPIRATION DATE (OED).

To satisfy this requirement this LOA must be signed and appropriate financial arrangements concluded by the purchaser by the OED shown on page 1 in order to ensure funding is available to be issued to the procuring contractor for procurement of CAD/PAD requirements on lines 027-029. The short OED is also required to expedite acquisition process to meet customer requested expedited delivery of at least 2 aircraft within 18 months of case implementation. . (S26A)

Note 72. WOOD PACKAGING MATERIAL.

Wood packaging material made of unprocessed raw wood is recognized as a pathway for the introduction and spread of pests. To limit the entry and spread of quarantine pests through international trade, the International Plant Protection Convention adopted the International Standards for Phytosanitary Measures Guidelines for Regulating Wood Packaging Material in International Trade Publication No.15 (ISPM 15).

Items offered on this LOA may be packed in material that is not in compliance with ISPM 15 if that is the only material available at the time of shipment. Unless notified otherwise, acceptance of this LOA by the purchaser indicates acceptance of such items and supply will proceed in accordance with the availability indicated.

Items that are not packed in material compliant with ISPM 15 will be certified Pest Free in accordance with DoD requirements: i.e., bark-free; bore holes less than 3mm in diameter; no evidence of infestation and, if pallets and containers were manufactured in the past 5 years or less, moisture test at less than 20%.

If purchaser does not agree to accept items packed in materials that are not compliant with ISPM 15, the purchaser must include notification with acceptance of this LOA. If notification is provided at the time of acceptance that purchaser does not agree to accept items packed in materials that are not compliant with ISPM 15 and any items selected for shipment are packed in non-compliant material, an estimate of cost and leadtime for repackaging will be provided and the purchaser will be given the option to request an amendment to this LOA to add applicable costs, request a delay to await a new procurement packaged in compliant materials, or to delete the non-compliant items from the LOA.

Note 73. CHANGE IN FREIGHT FORWARDER.

It is recommended that contract agreements between purchaser and freight forwarder include a special clause for an additional 30-60 days' service to handle materiel shipments enroute to freight forwarders on date contracts will terminate. The intent of this special clause is to preclude the misdirection and mishandling of the purchaser's materiel due to any change in freight forwarder. (C5)

Note 74. AIRWORTHINESS INFORMATION.

Cost of obtaining initial airworthiness release approval is included in Line Item 021. Purchaser is responsible for obtaining and maintaining airworthiness certification once custody is transferred. US Army and contractor personnel are not authorized to conduct flight operations in any aircraft that does not meet and maintain the airworthiness provisions and engineering cognizance as outlined in AR 70-62. If US Army or contractor personnel will be involved in operation of this aircraft, purchaser may obtain airworthiness release and engineering cognizance from the US Army through this or another FMS case if an internationally recognized airworthiness certification agency is not able to certify the aircraft in-country.

Note 75. CALIBRATION REQUIREMENTS.

Contained within the materiel offered are critical items for which calibration is required. It is of the utmost importance that timely and accurate calibration be performed on these items so as to prevent conditions that could lead to failure of strategic systems. Periodic calibration of applicable tools and test, measurement, and diagnostic equipment (TMDE) is required to assure continued conformity with maintenance specifications and safety requirements, and will improve the end item reliability and maintainability throughout its life cycle. If the purchaser has an organic facility that may have the capability to provide the calibration and repair support required, the U.S. Army Program Manager (PM), TMDE, Foreign Military Sales (FMS) Office, SFAE-CS-T-FMS, Redstone Arsenal, AL can coordinate/conduct a technical evaluation on site to assure that traceable calibration is feasible. The technical evaluation, and TMDE and training required may be requested through normal FMS channels to ensure that these critical items do not cause a degradation of equipment operational readiness. (C1.A2)

Note 76. CLASSROOMS FOR TRAINING.

Classrooms will contain sufficient electrical outlets (with converters to adapt to U.S. AC/DC electrical equipment if necessary) to support training and to be equipped with necessary audio visual support. Classrooms must be sufficiently illuminated to facilitate instruction and have capability to be darkened to permit use of training aids. Each student and instructor is to have a table/desk, chair, and sufficient office supplies to support instruction. (C9)

Note 77. ENVIRONMENTAL AND MORALE LEAVE.

The purchaser will provide for each Security Assistance Team Member assigned for a two-year tour and any authorized in-country dependents, one-round trip, airline ticket from place of duty to the nearest continental United States international airport and return by the most direct route. Travel shall be at the lowest available economy class air fare prevailing at the time of travel. Travel may be to an alternate location of the member's choosing, not to exceed the cost of the lowest available economy fare to continental United States airport prevailing at the time of travel. Funding for this EML is included in this LOA. (2F6)

Note 78. EMERGENCY LEAVE.

Funds from this LOA will be used to pay the costs of emergency leave travel, if required by security assistance team members. Such costs will be charged only to pay for travel from the team location to the nearest international airport in the continental United States and return. If replacement team member is required, the travel cost from the new member's duty station to the team location will be charged. Commercial travel of team member to this duty station or emergency leave address will be charged only where the expense is less than travel to the nearest Air Mobility Command terminal. If there is not enough money in the LOA to cover the expenses, LOA will be modified/amended to include these costs. (E1)

Note 79. OFFICE SPACE, FURNITURE AND SUPPLIES.

The purchaser will provide, without cost to the U.S. Government, adequate office space for each team member in his primary work area plus desk/table, chair, filing cabinet, telephone, office supplies, and office cleaning services. (2G6)

Note 80. PROCUREMENT NEW PRODUCTION.

Item(s) 001 & 002 will be supplied from new production and will be the latest U.S. configuration at time of production. Since the scheduled deliveries range over a period of time, all quantities may not be supplied from the same production run. There may be minor variance in some of the items as a result of engineering change orders applied during the production life of this LOA. These variances, if any, will not affect the supportability and maintainability of the items supplied. Some engineering change orders are minor and do not result in subsequent modification work orders. The U.S. Government will make its best effort to offer the purchaser an opportunity to procure any modification work orders which are approved subsequent to production and delivery of this equipment. (P16.A)

Note 81. PROCUREMENT USING OTHER THAN FULL AND OPEN COMPETITION.

The purchaser has requested in a letter dated 18 and 29 November 2014 that Sikorsky Aircraft Corporation and General Electric be designated as Prime Contractor for line item(s) 001, 003, 006, 007, 008, 009, 015, 030, 032, 033 for Sikorsky Aircraft Corporation and 002 for General Electric of this Letter of Offer and Acceptance. This note is confirmation that a specific source designation has been requested in writing by the purchaser and that the Department of Defense has accepted the request.

Note 82. TEAM SUPPORT.

The U.S. Embassy and Department of State provide services under the International Cooperative Administrative Support Services (ICASS) to the Security Assistance Team. The LOA will pay for these services. In the event the purchaser cannot provide services, facilities, equipment, and other in-country team support requirements, the security assistance organization, in accordance with current embassy policies and standards for U.S. personnel, will arrange for the provision of these requirements. The expenditures will be charged to this LOA. (T5)

Note 83. PRESERVATION AND PACKING.

In accordance with guidance outlined in Standard Practice for Commercial Packaging, American Society for Testing and Materials (ASTM) Designation: D3951-98, commercial packaging and preservation will be used for the materiel offered in this Letter of Offer and Acceptance. (P12.A)

Note 84. PACKAGING (TERM INCLUDES PACKING, PRESERVATION AND OTHER PROCEDURES DESIGNED TO PROTECT MATERIEL FROM DAMAGE OR DETERIORATION WHILE IN TRANSIT OR STORAGE).

Materiel will be provided with military preservation and be packed to not less than military level of pack B as defined in MIL-STD-2073-1. Level B packing provides protection required to meet moderate worldwide shipment, handling and storage conditions. A level B pack must, in conjunction with applied method of preservation, be capable of protecting materiel not directly exposed to extremes of climate, terrain or operational environments. (P12.2)

Note 85. SECURITY REQUIREMENTS (MATERIEL).

Pursuant to Standard Terms and Conditions 2.4 the purchaser shall provide the same degree of protection as required by the U.S. Army for materiel identified lines 027-029 while it is under the control of purchaser or purchaser's duly authorized agent/representative for transportation, storage, use, or other disposition. Such protection shall, as a minimum, conform to the standards and criteria prescribed/categorized in DOD 5100.76 M and TM 9-1300-206. Purchaser further agrees to ensure that all personnel responsible for this materiel are aware of these requirements. (S6.A1)

Note 86. REQUISITIONING.

The U.S. Army Security Assistance Command will prepare all requisitions for the materiel and/or services on this LOA. Materiel will be supplied under DOD 4000.25-1-M MILSTRIP (AR 725-50) procedures and DOD 4000.25-8-M MAPAD. (R11.B)

Note 87. COMMUNICATIONS SECURITY (COMSEC) ENHANCED END-USE MONITORING (EEUM) - NATO MEMBERS, AUSTRALIA OR NEW ZEALAND - FMS.

This LOA provides COMSEC products that require physical security and accountability as set forth in the following agreements and documents (not all may be applicable).

1. NATO Security Agreements including implementing directives and policies promulgated by the NATO Military Committee, NATO Communications and Information Agency, (NCI Agency), NATO Office of Security and other NATO organizations.

2. Bilateral and/or multilateral Communications Security and other security agreements

between the U.S. and the purchaser.

The purchaser is not authorized to perform repairs, maintenance beyond organizational-level maintenance nor receive information, training or material pertaining to repair and/or maintenance of the COMSEC equipment provided on this LOA without the express written consent of the U.S. National Security Agency (NSA).

The purchaser agrees that, upon U.S. Government request, the COMSEC products and the purchaser's inventory and accountability records will be made available to U.S. representatives for the purpose of conducting a compliance assessment with the requirements in agreements and documents above (not all may be applicable). This assessment will not be a COMSEC account audit and will not include an inspection of keying material.

Note 88. GLOBAL POSITIONING SYSTEM (GPS)/PRECISE POSITIONING SYSTEM (PPS) - HARDWARE SECURITY.

In accordance with Department of Defense Global Positioning System (GPS) Security Policy, Interim International Supplement, current version, the purchaser/benefitting country is authorized to receive the GPS Precise Positioning System (PPS) equipment identified in this LOA. The following security requirements apply:

1. The purchaser/benefitting country is responsible for accountability by quantity for GPS PPS Host Application Equipment (HAE) purchased on this LOA. The purchaser must account for the GPS PPS HAE by performing equipment inventories at least annually and whenever there is a change in personnel responsible for GPS PPS HAE. Periodic audits will be performed by the GPS Directorate. Any incident involving potential unauthorized access to, or tampering with, theft, or loss of GPS PPS HAE must be reported to the US GPS Controlling Authority, U.S. Strategic Command (USSTRATCOM/J673) SATCOMCOMSEC@STRATCOM.MIL, and GPS Directorate Security Office (GPES) SMC.GP.PPO.QUAD@US.AF.MIL.

2. Prior to delivery of the GPS PPS equipment to a U.S. or foreign contractor for integration, the purchaser/benefitting country must request and obtain U.S. Department of State Third Party Transfer (TPT) approval. TPT approval is required, unless the U.S. or foreign contractor is working under a contract pursuant to an FMS case.

3. If the purchaser/benefitting country decides to discontinue use, or the GPS PPS equipment is no longer wanted, contact the Global Positioning Systems Directorate for disposition instructions (Los Angeles Air Force Base; 483 North Aviation Blvd; El Segundo. CA 90245-2808; GPSWFMS@US.AF.MIL). Destruction of GPS PPS Equipment is limited to only authorized facilities. The purchaser is responsible for the associated costs for the shipping and demilitarization of the GPS PPS equipment.

Note 89. AIRCRAFT FERRYING - FMS (PURCHASER-OWNED).

The U.S. Government will provide for ferrying of aircraft to the point of delivery specified in this LOA.

1. The purchaser grants the U.S. Government possession of the aircraft for the purposes of

this LOA. The title to the aircraft will remain with the purchaser.

2. The aircraft will be marked with appropriate U.S. Government markings. The purchaser is liable for the cost of placing such markings on the aircraft and is responsible for removing such markings upon gaining possession of the aircraft.

3. The U.S. Government will not be subject to or held liable for any import fees, duties, or other charges levied by the purchaser.

4. Date of delivery to final destination will be contingent upon the receipt of necessary over flight and other clearances.

5. The purchaser is liable for all en route costs including, but not limited to, any maintenance required to ensure that the aircraft is in a safe condition, in accordance with current U.S. Government regulations, prior to flight.

6. It is agreed that there will normally be no U.S. Government/purchaser splits in crews. Any U.S. Government/purchaser split in crew composition must be approved by the IA based upon a request submitted by the purchaser setting forth the reasons for the request, the desired crew composition, and the aircraft qualifications of proposed purchaser crew members. If split crews are used, the aircraft commander must be an officer of the U.S. Government who will have command and control over the aircraft. If more than one aircraft is being ferried, the designated flight leader will be an officer of the U.S. Government and will have command and control over all aircraft.

Note 90. AMMUNITION AND OTHER EXPLOSIVES.

The U.S. Government is a self-insurer and, in this connection, your attention is directed to Standard Terms and Conditions 1.2 and 3.1. The Department of Defense will employ the same inspection procedures for ammunition and other explosives as would be used in the procurement of these types of items for itself. Lot production of ammunition and other explosives, however, carries risks associated with the items' resultant performance. This risk is assumed by the U.S. Government in procurement for its own use, and this risk is also assumed by the purchaser in procurement for its use under this Offer. Accordingly, financial restitution will not be made for claims made on SF 364 Supply Discrepancy Report (SDR) (see Standard Condition 5.4) for deficiencies pertaining to these items unless such claims involve damage due to U.S. Government actions with respect to compliance with applicable inspection criteria and procedures, or U.S. Government actions with respect to packing, crating, handling, or transportation, or unless the U.S. Government can obtain equal restitution from its contractor.

Note 91. NONRECURRING COSTS - WAIVER APPROVED.

Nonrecurring Costs (NC) apply to line item(s) 001, 002 and 015 of this LOA. The purchaser's request to waive these charges has been approved by DSCA memorandum I-USP000351-15, dated 1 February 2015. Therefore, these costs have not been included in this case.

Note 92. PERSONNEL PROTECTION AND RELATED COSTS.

1. Passports, Visas, Licenses, and Permits.

a. The U.S. Government and/or U.S. Government contractor cost and delivery estimates herein anticipate the purchaser will, within the framework of its laws, ensure the timely issuance of work, entry, or exit visas; work, vehicle operator, residence, or in-country travel permits; and any other appropriate licenses or permits required of the personnel, including dependents, to carry out this effort.

b. U.S. Government and/or U.S. Government contractors will be responsible for timely and complete submittal of the necessary information and forms directly to the appropriate purchaser agency for the required passports, visas, licenses, or permits. The U.S. Government and/or U.S. Government contractors will be responsible for the sponsorship of its employees and their dependents and will process said permits directly with the appropriate purchaser agency.

2. Access. U.S. Government and/or U.S. Government contractor cost and delivery schedules herein anticipate that U.S. personnel in country will be authorized, at no cost, reasonable access to all data, plans, reports, or other information and all existing and proposed offices, sites, and areas within the country as required to accomplish this effort.

3. Export of Data. U.S. Government and/or U.S. Government contractor personnel will not be required or expected to deliver to the purchaser, nor to any person or entity not a citizen of the U.S., any technical data produced or utilized under this LOA until the purchaser has been furnished with clear evidence that such delivery of the data is (1) approved by the U.S. State Department pursuant to the International Traffic in Arms Regulation, or (2) approval is not required.

4. Taxes, Duties, and Charges for Doing Business. U.S. Government and/or U.S. Government contractor contracts(s) implementing this LOA will include the clause entitled "Taxes Foreign Fixed-Price Contracts (June 2003)" set forth in Federal Acquisition Regulation (FAR) Subsection 52.229-6 and/or the clause entitled "Taxes-Cost-Reimbursement Contracts (March 1990)" set forth in FAR Subsection 52.229-8 depending on acquisition plans; therefore, price and delivery estimates within this LOA anticipate the following:

a. Property, materiel, equipment, household furniture, appliances, and supplies imported into the country by U.S. Government and/or U.S. Government contractors exclusively for use in support of the U.S. Government and/or U.S. Government contractors and its personnel and consigned and marked as required or approved by the U.S. Government will be exempt from import and export duties, taxes, licenses, excises, imposts, and any other identifiable charges. The U.S. Government and/or U.S. Government contractor will maintain an inventory control and accounting system adequate to reflect the usage and disposition of all U.S. Government and/or contractor-owned property that has entered the country duty-free under this LOA.

b. The purchaser, its agencies, and political subdivisions will levy no taxes or fees (including taxes on individual or corporate income or property, customs and import duties, or other taxes on employee personal household goods, supplies and personal effects imported into the country for personal use) on the U.S. Government and/or U.S. Government contractor, its employees, or the dependents of such employees.

c. If any charges under 4.a. or 4.b. are imposed by the purchaser, costs thereby incurred by the U.S. Government and/or U.S. Government contractor will be reimbursed to the U.S. Government and/or U.S. Government contractor at cost, including applicable overhead and General and Administrative, but excluding profit, out of national funds to be provided by the purchaser under this LOA.

5. Security. U.S. Government and/or U.S. Government contractor price and delivery estimates anticipate that the purchaser will provide adequate security to protect personnel and property associated with this LOA and located on purchaser military bases, installations, or other designated work sites.

Note 93. STATUS OF FORCES AGREEMENT (SOFA).

U.S. Government military and civilian personnel present in the territory of the Slovak Republic for the purpose of implementing this LOA shall be entitled to all of the rights, privileges, and immunities accorded in the Agreement between the Parties to the North Atlantic Treaty regarding the status of their forces, dated 19 June 1951, and any related implementing agreements.

Note 94. TRANSPORTATION SERVICES THROUGH DTS.

1. The U.S. Government agrees to provide transportation services for the items identified in this LOA to the point of delivery. The purchaser's property will be transported at the purchaser's risk.

2. The purchaser will accept U.S. Government delivery listings as the basis for billing and proof of shipment.

3. The purchaser will accept responsibility for clearance of materiel through its customs at the Point of Debarkation (POD) and for movement of the materiel from its POD to the ultimate in-country destination.

4. The purchaser will appoint a duly authorized official to accept and sign for materiel at the POD, and submit outturn message and report.

5. The purchaser will absorb losses of materiel the U.S. Government does not in fact recover from an independent carrier or handler, including where the U.S. Government is self-insured.

6. The purchaser will self-insure such shipments, or obtain commercial insurance without any right of subrogation of any claim against the U.S.

7. The U.S. Government will assist the purchaser in processing any claims that may arise for lost or damaged shipments, in the same manner it processes claims for U.S. Government-owned

materiel. Collection of revenue, if any, resulting from approved claims will be credited to the purchaser's account.

8. If the purchaser proposes to take delivery and custody of the classified materiel in the U.S. and use its own facilities and transportation for onward shipment to its territory, a Transportation Plan is required. The Transportation Plan is developed by the DoD Component that prepares the LOA in coordination with the purchasing government as outlined in the Security Assistance Management Manual, Chapter 3. The purchaser may obtain assistance in the development of the Transportation Plan with its cleared freight forwarder. Further, the purchaser will notify the Implementing Agency of any changes as they occur to the Transportation Plan. The Implementing Agency that initiates the FMS transaction will designate the security officials who are authorized to evaluate the Transportation Plan to determine whether the plan adequately ensures protection of the highest level of classified materiel involved. The purchaser will be notified of the approval or disapproval of the plan and any changes. If disapproved, the purchaser will be notified of the reason for disapproval and, when possible, changes that would be acceptable to the U.S. Government. As an alternative, the U.S. Government will ship the classified materiel by the Defense Transportation System.

Note 95. CASE CLOSURE (ACCP).

The estimated closure date is 24 months after the date of projected final delivery or service performance.

Note 96. SUPPLY DISCREPANCY REPORT (SDR) TIME LIMITS.

Pursuant to paragraph 5.4 of the Standard Terms and Conditions with regard to Supply Discrepancy Reports (SDR), the purchaser agrees to report misdirected or unordered shipments. The purchaser further agrees to report such shipments containing items that are identified as classified/sensitive materiel, and/or arms, arms parts, or explosives, within 24 hours of discovery, regardless of dollar value, for disposition instructions from the U.S. Government. The purchaser agrees to ship such classified/sensitive materiel, and/or arms, arms parts, or explosives within 30 days of U.S. Government direction for such return. For all other items, the purchaser agrees to ship discrepant articles within 180 days of receiving U.S. Government direction for such return. When appropriate, the U.S. Government may direct an expedited return of an exemplar of the discrepant articles prior to issuing further direction.

Note 97. CONTRACT ADMINISTRATION SERVICES (CAS) SURCHARGE.

For any lines on this LOA document with a Source of Supply of 'X' or 'P', the Contract Administration Services (CAS) surcharge rate apply: for Contract Administration, .5%; for Quality Assurance and Inspection, .5%; and for Contract Audit, .2%. CAS has only been applied to the portion of "X" - coded line items expected to come from procurement.

Note 98. ACCESSORIAL CHARGES.

1. A transportation charge has been applied to the applicable portions of line item numbers 001-007, 016, 020, 024, 027-036, 048-051, 054-060 and 062-063.

2. A PC+H charge has been applied to the applicable portions of line item numbers 003-004.

Note 99. ADMINISTRATIVE SURCHARGE.

An administrative surcharge of 3.5% has been applied to lines 001-065.

Estimated Deliveries by Quarter

LINE NUMBER : 001
MASL : 15200000UH60M
DESCRIPTION : HELICOPTER UH-60M BLACKHAWK

ITEM CODE : Aircraft

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2017	0	2	0	0
2018	0	3	0	0
2019	0	0	0	4

Item Quantity : 9

Total Quantity For Line 001 : 9

LINE NUMBER : 002
MASL : 2840015031701
DESCRIPTION : ENGINE TURBINE T700-GE-701D

ITEM CODE : Engines

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	4
2017	1	3	3	0
2018	1	4	4	0

Item Quantity : 20

Total Quantity For Line 002 : 20

LINE NUMBER : 015

MASL : 6605GPS1NSEG1

DESCRIPTION : EMBEDDED GPS/ INS (EGI) W/GPS SECURITY DEVICES, AIRBORNE

ITEM CODE : EGIs

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	4
2017	1	3	3	0
2018	1	4	4	0

Item Quantity : 20

Total Quantity For Line 015 : 20

LINE NUMBER : 027

MASL : 137700000M514

DESCRIPTION : CARTRIDGE, IMPULSE, MK44-0

ITEM CODE : M514

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2018	9	0	0	0

Item Quantity : 9

Total Quantity For Line 027 : 9

LINE NUMBER : 028

MASL : 137700000MJ20

DESCRIPTION : THRUSTER, CARTRIDGE ACTUATED, TCU-3/A

ITEM CODE : 1377-MJ20

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2018	9	0	0	0

Item Quantity : 9

Total Quantity For Line 028 : 9

LINE NUMBER : 029

MASL : 137700000MT20

DESCRIPTION : CARTRIDGE, AIRCRAFT FIRE EXTINGUISHER

ITEM CODE : 1377-MT20

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2018	36	0	0	0

Item Quantity : 36

Total Quantity For Line 029 : 36

LINE NUMBER : 030

MASL : 5821000ARC231

DESCRIPTION : RADIO, VHF/UHF/LOS & DAMA SATCOM, AR/ARC-231

ITEM CODE : ARC-231

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2015	0	0	0	18

Item Quantity : 18

Total Quantity For Line 030 : 18

LINE NUMBER : 032

MASL : 582100ARC201D

DESCRIPTION : RADIO, SINCGARS AIRBORNE RADIO SYSTEM, AN/ARC-201D

ITEM CODE : ARC-201D

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	9

Item Quantity : 9

Total Quantity For Line 032 : 9

LINE NUMBER : 033

MASL : 589500APX123A

DESCRIPTION : TRANSPONDER, IDENTIFICATION FRIEND OR FOE (IFF) AN/APX - 123A

ITEM CODE : AN/APX-123A

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	9

Item Quantity : 9

Total Quantity For Line 033 : 9

LINE NUMBER : 034

MASL : 5826016006180

DESCRIPTION : AUTOMATIC DIRECTION FINDER (ADF) RECEIVER, AN/ARN-149 (V) 102

ITEM CODE : AN/ARN-149

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	2

Item Quantity : 2

Total Quantity For Line 034 : 2

LINE NUMBER : 035
MASL : 5826014676215
DESCRIPTION : RECEIVER, AN/ARN-147

ITEM CODE : AN/ARN-147

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	2

Item Quantity : 2

Total Quantity For Line 035 : 2

LINE NUMBER : 037
MASL : 5826013868807
DESCRIPTION : TACTICAL AIRBORNE NAVIGATION SYSTEM, TACAN, AN/ARN-153

ITEM CODE : AN/ARC-153

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	2

Item Quantity : 2

Total Quantity For Line 037 : 2

LINE NUMBER : 048

MASL : 582100ARC201D

DESCRIPTION : RADIO, SINCGARS AIRBORNE RADIO SYSTEM, AN/ARC-201D

ITEM CODE : AN/ARC-201D

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	2

Item Quantity : 2

Total Quantity For Line 048 : 2

LINE NUMBER : 049

MASL : 5895015399151

DESCRIPTION : AN/APX-123 TRANSPONDER, IDENTIFICATION FRIEND OR FOE

ITEM CODE : AN/APX-123A

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	2

Item Quantity : 2

Total Quantity For Line 049 : 2

LINE NUMBER : 050
MASL : 5821000ARC231
DESCRIPTION : RADIO, VHF/UHF/LOS & DAMA SATCOM, AR/ARC-231

ITEM CODE : RT-1808A/ARC-231

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	2

Item Quantity : 2

Total Quantity For Line 050 : 2

LINE NUMBER : 054a
MASL : 582100A1RBRRE
DESCRIPTION : RADIO-RADAR EQUIPMENT (AIRBORNE)

ITEM CODE : AN/APN-209

Calendar Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2016	0	0	0	2

Item Quantity : 2

Total Quantity For Line 054a : 2

LETTER OF OFFER AND ACCEPTANCE STANDARD TERMS AND CONDITIONS

Section

1 Conditions - United States Government (USG) Obligations

1.1 Unless otherwise specified, items will be those which are standard to the U.S. Department of Defense (DoD), without regard to make or model.

1.2 The USG will furnish the items from its stocks and resources, or will procure them under terms and conditions consistent with DoD regulations and procedures. When procuring for the Purchaser, DoD will, in general, employ the same contract clauses, the same contract administration, and the same quality and audit inspection procedures as would be used in procuring for itself; except as otherwise requested by the Purchaser and as agreed to by DoD and set forth in this LOA. Unless the Purchaser has requested, in writing, that a sole source contractor be designated, and this LOA reflects acceptance of such designation by DoD, the Purchaser understands that selection of the contractor source to fill requirements is the responsibility of the USG, which will select the contractor on the same basis used to select contractors for USG requirements. Further, the Purchaser agrees that the U.S. DoD is solely responsible for negotiating the terms and conditions of contracts necessary to fulfill the requirements in this LOA.

1.3 The USG may incorporate anti-tamper (AT) protection into weapon systems and components that contain critical program information (CPI). The AT protection will not impact operations, maintenance, or logistics provided that all terms delineated in the system technical documentation are followed.

1.4 The USG will use its best efforts to provide the items for the dollar amount and within the availability cited.

1.5 Under unusual and compelling circumstances, when the national interest of the U.S. requires, the USG reserves the right to cancel or suspend all or part of this LOA at any time prior to the delivery of defense articles or performance of defense services. The USG shall be responsible for termination costs of its suppliers resulting from cancellation or suspension under this section. Termination by the USG of its contracts with its suppliers, other actions pertaining to such contracts, or cessation of deliveries or performance of defense services is not to be construed as cancellation or suspension of this LOA itself under this section.

1.6 U.S. personnel performing defense services under this LOA will not perform duties of a combatant nature, including duties relating to training and advising that may engage U.S. personnel in combat activities outside the U.S., in connection with the performance of these defense services.

1.7 The assignment or employment of U.S. personnel for the performance of this LOA by the USG will not take into account race, religion, national origin, or gender.

1.8 Unless otherwise specified, this LOA may be made available for public inspection consistent with the national security of the United States.

2 Conditions - General Purchaser Agreements

2.1 The Purchaser may cancel this LOA or delete items at any time prior to delivery of defense articles or performance of defense services. The Purchaser is responsible for all costs resulting from cancellation under this section.

2.2 The Purchaser agrees, except as may otherwise be mutually agreed in writing by the Purchaser and the USG, to use the defense articles sold hereunder only:

2.2.1 for internal security;

2.2.2 for legitimate self-defense;

2.2.3 for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons;

2.2.4 to permit the Purchaser to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit the Purchaser to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security; or

2.2.5 for the purpose of enabling foreign military forces in less developed countries to construct public works and to engage in other activities helpful to social and economic development.

2.2.6 for purposes specified in any Mutual Defense Assistance Agreement between the USG and the Purchaser; or,

2.2.7 for purposes specified in any other bilateral or regional defense agreement to which the USG and the Purchaser are both parties.

2.3 The Purchaser agrees that the USG retains the right to verify reports that defense articles and services have been used for purposes not authorized or for uses not consented to by the USG.

2.4 The Purchaser will not transfer title to, or possession of, the defense articles, components and associated support materiel, related training or other defense services (including plans, specifications, or information), or technology furnished under this LOA to anyone who is not an officer, employee, or agent of the Purchaser (excluding transportation agencies) or of the USG, and shall not use or permit their use for purposes other than those authorized, unless the written consent of the USG has first been obtained. The Purchaser will ensure, by all means available to it, respect for proprietary rights in any items and any plans, specifications, or information furnished, whether patented or not. The Purchaser also agrees that the defense articles offered will not be transferred to Cyprus or otherwise used to further the severance or division of Cyprus, and recognizes that the U.S. Congress is required to be notified of any substantial evidence that the defense articles sold in this LOA have been used in a manner that is inconsistent with this provision.

2.5 The Purchaser agrees not to divert articles and services received under this LOA for purposes or uses other than those for which it was furnished, including, but not limited to, any use that could contribute to the acquisition, design, development or production of a "missile," as defined in section 74 of the Arms Export Control Act (AECA) (22 U.S.C. 2797c). The items will be used only for the purposes stated and such use will not be modified nor the items modified or replicated without the prior consent of the USG; neither the items nor replicas nor derivatives thereof will be retransferred without the consent of the USG. The USG has the right to take action under section 73(a) of the AECA (22 U.S.C. 2797b(a)) in the case of any export or transfer of any Missile Technology Control Regime (MTCR) equipment or technology that contributes to the acquisition, design, development or production of missiles in a country that is not an MTCR adherent.

2.6 The Purchaser will maintain the security of such article or service and will provide substantially the same degree of security protection afforded to such article or service by the United States Government. To the extent that items, including plans, designs, specifications, technical data, or information, furnished in connection with this LOA may be classified by the USG for security purposes, the Purchaser certifies that it will maintain a similar classification and employ measures necessary to preserve such security, equivalent to those employed by the USG and commensurate with security agreements between the USG and the Purchaser. If such security agreements do not exist, the Purchaser certifies that classified items will be provided only to those individuals having an adequate security clearance and a specific need to know in order to carry out the LOA program and that it will promptly and fully inform the USG of any compromise, or possible compromise, of U.S. classified material or information furnished pursuant to this LOA. The Purchaser further certifies that if a U.S. classified item is to be furnished to its contractor pursuant to this LOA: (a) the item will be exchanged through official Government channels, (b) the specified contractor will have been granted a facility security clearance by the Purchaser at a level at least equal to the classification level of the U.S. information involved, (c) all contractor personnel requiring access to such items will have been cleared to the appropriate level by the Purchaser, and (d) the Purchaser is also responsible for administering security measures while the item is in the contractor's possession. If a commercial transportation agent is to be used for shipment, the Purchaser certifies that such agent has been cleared at the appropriate level for handling classified items. These measures will be maintained throughout the period during which the USG may maintain such classification. The USG will use its best efforts to notify the Purchaser if the classification is changed.

2.7 Pursuant to section 505 of the Foreign Assistance Act of 1961, as amended (FAA) (22 U.S.C. 2314), and section 40A of the AECA (22 U.S.C. 2785), the USG will be permitted, upon request, to conduct end-use monitoring (EUM) verification with respect to the use, transfer, and security of all defense articles and defense services transferred under this LOA. The Purchaser agrees to permit scheduled inspections or physical inventories upon USG request, except when other means of EUM verification shall have been mutually agreed. Upon request, inventory and accountability records maintained by the Purchaser will be made available to U.S. personnel conducting EUM verification.

2.8 The USG is not a party to any offset agreements/arrangements that may be required by the Purchaser in relation to the sales made in this LOA. The USG assumes no obligation to administer or satisfy any offset requirements or bear any of the associated costs. To the extent that the Purchaser requires offsets in conjunction with this sale, offset costs may be included in the price of contracts negotiated under this LOA. If the Purchaser desires visibility into these costs, the Purchaser should raise this with the contractor during negotiation of offset arrangements.

3 Indemnification and Assumption of Risks

3.1 The Purchaser recognizes that the USG will procure and furnish the items described in this LOA on a non-profit basis for the benefit of the Purchaser. The Purchaser therefore undertakes to indemnify and hold the USG, its agents, officers, and employees harmless from any and all loss or liability (whether in tort or in contract) which might arise in connection with this LOA because of:

3.1.1 Injury to or death of personnel of the Purchaser or third parties,

3.1.2 Damage to or destruction of (a) property of DoD furnished to the Purchaser or suppliers specifically to implement this LOA, (b) property of the Purchaser (including the items ordered by the Purchaser pursuant to this LOA, before or after passage of title to the Purchaser), or (3) property of third parties, or

3.1.3 Infringement or other violations of intellectual property or technical data rights.

3.2 Subject to express, special contractual warranties obtained for the Purchaser, the Purchaser agrees to relieve the contractors and subcontractors of the USG from liability for, and will assume the risk of, loss or damage to:

3.2.1 The Purchaser's property (including items procured pursuant to this LOA, before or after passage of title to Purchaser), and

3.2.2 Property of DoD furnished to suppliers to implement this LOA, to the same extent that the USG would assume for its property if it were procuring for itself the items being procured.

4 Financial Terms and Conditions

4.1 The prices of items to be procured will be billed at their total cost to the USG. Unless otherwise specified, the cost of items to be procured, availability determination, payment schedule, and delivery projections quoted are estimates based on the best available data. The USG will use its best efforts to advise the Purchaser or its authorized representatives of:

4.1.1 Identifiable cost increases that might result in an overall increase in the estimated costs in excess of ten percent of the total value of this LOA,

4.1.2 Changes in the payment schedule, and

4.1.3 Delays which might significantly affect estimated delivery dates. USG failure to advise of the above will not change the Purchaser's obligation under all subsections of section 4.4.

4.2 The USG will refund any payments received for this LOA which prove to be in excess of the final total cost of delivery and performance and which are not required to cover arrearages on other LOAs of the Purchaser.

4.3 The Purchaser's failure to make timely payments in the amounts due may result in delays in contract performance by DoD contractors, claims by contractors for increased costs, claims by contractors for termination liability for breach of contract, claims by USG or DoD contractors for storage costs, or termination of contracts by the USG under this or other open Letters of Offer and Acceptance of the Purchaser at the Purchaser's expense.

4.4 The Purchaser agrees to the following:

4.4.1 To pay to the USG the total cost to the USG of the items even if costs exceed the amounts estimated in this LOA.

4.4.2 To make payment(s) by check or wire transfer payable in U.S. dollars to the Treasurer of the United States.

4.4.3 If Terms of Sale specify "Cash with acceptance", to forward with this LOA a check or wire transfer in the full amount shown as the estimated Total cost, and agrees to make additional payment(s) upon notification of cost increase(s) and request(s) for funds to cover such increase(s).

4.4.4 If Terms of Sale specify payment to be "Cash prior to delivery", to pay to the USG such amounts at such times as may be specified by the USG (including initial deposit) in order to meet payment requirements for items to be furnished from the resources of DoD. USG requests for funds may be based on estimated costs to cover forecasted deliveries of items. Payments are required 90 days in advance of the time DoD plans such deliveries or incurs such expenses on behalf of the Purchaser.

4.4.5 If Terms of Sale specify payment by "Dependable Undertaking," to pay to the USG such amounts at such times as may be specified by the USG (including initial deposit) in order to meet payments required by contracts under which items are being procured, and any damages and costs that may accrue from termination of contracts by the USG because of Purchaser's cancellation of this LOA. USG requests for funds may be based upon estimated requirements for advance and progress payments to suppliers, estimated termination liability, delivery forecasts, or evidence of constructive delivery, as the case may be. Payments are required 90 days in advance of the time USG makes payments on behalf of the Purchaser.

4.4.6 If the Terms of Sale specify Foreign Military Financing (FMF), the Purchaser will pay to the USG such costs as may be in excess of the approved FMF funding amount.

4.4.7 If Terms of Sale specify "Payment on delivery", that bills may be dated as of the date(s) of delivery of the items, or upon forecasts of the date(s) thereof.

4.4.8 That requests for funds or billing are due and payable in full on presentation or, if a payment date is specified in the request for funds or bill, on the payment date so specified, even if such payment date is not in accord with the estimated payment schedule, if any, contained in this LOA. Without affecting Purchaser's obligation to make such payment(s) when due, documentation concerning advance and progress payments, estimated termination liability, or evidence of constructive delivery or shipment in support of requests for funds or bills will be made available to the Purchaser by DoD upon request. When appropriate, the Purchaser may request adjustment of any questioned billed items by subsequent submission of a discrepancy report.

4.4.9 To pay interest on any net amount by which it is in arrears on payments, determined by considering collectively all of the Purchaser's open LOAs with DoD. Interest will be calculated on a daily basis. The principal amount of the arrearage will be computed as the excess of cumulative financial requirements of the Purchaser over total cumulative payments after quarterly billing payment due dates. The rate of interest paid will be a rate not less than a rate determined by the Secretary of the Treasury taking into consideration the current average market yield on outstanding short-term obligations of the USG as of the last day of the month preceding the net arrearage and shall be computed from the date of net arrearage.

4.4.10 To designate the Procuring Agency and responsible Paying Office and address thereof to which the USG will submit requests for funds and bills under this LOA.

4.4.11 Any articles, equipment, materials, supplies, goods, or other commodities purchased with USG assistance funds appropriated and allocated pursuant to foreign operations, export financing, and related programs appropriations acts in support of this LOA, whether provided directly by the USG or through procurement contracts or otherwise in support of this LOA, shall be exempt from all value added taxes and customs duties imposed by the recipient country or the full amount of the tax or customs duty must be reimbursed by the Purchaser. This exemption is in addition to any other tax exemption provided by the Purchaser through separate agreements or other means.

5 Transportation and Discrepancy Provisions

5.1 The USG agrees to deliver and pass title to the Purchaser at the initial point of shipment unless otherwise specified in this LOA. With respect to items procured for sale to the Purchaser, this will normally be at the manufacturer's loading facility; with respect to items furnished from USG stocks, this will normally be at the U.S. depot. Articles will be packed, crated, or otherwise prepared for shipment prior to the time title passes. If "Point of Delivery" is specified other than the initial point of shipment, the supplying U.S. Department or Agency will arrange movement of the articles to the authorized delivery point as a reimbursable service but will pass title at the initial point of shipment. The USG disclaims any liability for damage or loss to the items incurred after passage of title irrespective of whether transportation is by common carrier or by the U.S. Defense Transportation System.

5.2 The Purchaser agrees to furnish shipping instructions which include Mark For and Freight Forwarder Codes based on the Offer Release Code.

5.3 The Purchaser is responsible for obtaining insurance coverage and customs clearances. Except for articles exported by the USG, the Purchaser is responsible for ensuring that export licenses are obtained prior to export of U.S. defense articles. The USG incurs no liability if export licenses are not granted or they are withdrawn before items are exported.

5.4 The Purchaser agrees to accept DD Forms 645 or other delivery documents as evidence that title has passed and items have been delivered. Title to defense articles transported by parcel post passes to the Purchaser at the time of parcel post shipment. Standard Form 364 (Supply Discrepancy Report (SDR)) will be used in submitting claims to the USG for overage, shortage, damage, duplicate billing, item deficiency, improper identification, improper documentation, or non-shipment of defense articles and non-performance of defense services. The Standard Form 364 will be submitted promptly by the Purchaser. The USG will disallow any claim, including a claim for shortage or nonperformance, received more than 1 year after delivery or more than 1 year after passage of title to the defense articles, whichever comes first, or received more than 1 year after the end of the scheduled period of performance for defense services, unless the USG determines that unusual and compelling circumstances involving latent defectsjustify consideration of the claim. Claims for non-shipment or non-receipt of an entire lot will be disallowed by the USG if such claims are received more than 1 year after the scheduled delivery date or initial billing, whichever is later. The Purchaser agrees to return discrepant articles to the USG's custody promptly in accordance with any direction provided by the USG. The Purchaser may submit SDRs for documentation purposes regardless of the dollar value, but only SDRs valued at $200 or more will be reviewed for possible compensation regardless of the type of discrepancy. This minimum value includes the value of the item plus any transportation and handling costs.

6 Warranties

6.1 The USG does not warrant or guarantee any of the items sold pursuant to this LOA except as provided in section 6.1.1. DoD contracts include warranty clauses only on an exception basis. If requested by the Purchaser, the USG will, with respect to items being procured, and upon timely notice, attempt to obtain contract provisions to provide the requested warranties. The USG further agrees to exercise, upon the Purchaser's request, rights (including those arising under any warranties) the USG may have under contracts connected with the procurement of these items. Additional costs resulting from obtaining special contract provisions or warranties, or the exercise of rights under such provisions or warranties, will be charged to the Purchaser.

6.1.1 The USG warrants the title of items sold to the Purchaser hereunder but it makes no warranties other than those set forth herein. In particular, the USG disclaims liability resulting from infringement or other violation of intellectual property or technical data rights occasioned by the use or manufacture outside the U.S. by or for the Purchaser of items supplied hereunder.

6.1.2 The USG agrees to exercise warranties on behalf of the Purchaser to assure, to the extent provided by the warranty, replacement or correction of such items found to be defective, when such materiel is procured for the Purchaser.

6.2 Unless the condition of defense articles is identified to be other than serviceable (for example, "as-is"), DoD will repair or replace at no extra cost defense articles supplied from DoD stocks which are damaged or found to be defective in respect to materiel or workmanship when it is established that these deficiencies existed prior to passage of title, or found to be defective in design to such a degree that the items cannot be used for the purpose for which they were designed. Qualified representatives of the USG and of the Purchaser will agree on the liability hereunder and the corrective steps to be taken.

7 Dispute Resolution

7.1 This LOA is subject to U.S. law and regulation, including U.S. procurement law.

7.2 The USG and the Purchaser agree to resolve any disagreement regarding this LOA by consultations between the USG and the Purchaser and not to refer any such disagreement to any international tribunal or third party for settlement.

LETTER OF OFFER AND ACCEPTANCE INFORMATION

1. GENERAL. This provides basic information pertaining to the LOA for U.S. and Purchaser use. Additional information may be obtained from the Security Assistance Management Manual, DoD 5105.38-M, the in-country Security Cooperation Organization (SCO), the DSCA Country Program Director, or from the Implementing Agency (IA).

2. INFORMATION ENTERED BY THE USG.

a. Terms of Sale, and Purchaser responsibilities under those Terms, are described on the LOA. A list of all Terms of Sale, with explanations for each, is shown in DoD 5105.38-M.

b. Description/Condition. The item description consists of coding for use in U.S. management of the LOA (starting with Generic/MASL and codes, loaded automatically based on the MASL, that identify whether the line item is Significant Military Equipment (SME)/Major Defense Equipment (MDE), controlled under the Missile Technology Control Regime (MTCR), subject to special End-Use Monitoring (EUM), and controlled under an identified Category of the International Traffic in Arms Regulations (ITAR) U.S. Munitions List (USML). Codes used are listed below:

SME/MDE
- Y MDE
- S SME that is not MDE
- N Non-SME

Missile Technology Control Regime (MTCR)
- M Contains MTCR-controlled components
- N Contains no MTCR-controlled components

End-Use Monitoring (EUM)
- R Routine
- E Enhanced

International Traffic in Arms Regulations (ITAR) U.S. Munitions List (USML) Category
- I Firearms, Close Assault Weapons and Combat Shotguns
- II Guns and Armament
- III Ammunition/Ordnance
- IV Launch Vehicles, Guided Missiles, Ballistic Missiles, Rockets, Torpedoes, Bombs and Mines
- V Explosives and Energetic Materials, Propellants, Incendiary Agents and Their Constituents
- VI Vessels of War and Special Naval Equipment
- VII Tanks and Military Vehicles
- VIII Aircraft and Associated Equipment
- IX Military Training Equipment and Training
- X Protective Personnel Equipment and Shelters
- XI Military Electronics
- XII Fire Control, Range Finder, Optical and Guidance and Control Equipment
- XIII Auxiliary Military Equipment
- XIV Toxicological Agents, Including Chemical Agents, Biological Agents, and Associated Equipment
- XV Spacecraft Systems and Associated Equipment
- XVI Nuclear Weapons, Design and Testing Related Items
- XVII Classified Articles, Technical Data and Defense Services Not Otherwise Enumerated
- XVIII Directed Energy Weapons
- XIX [Reserved]
- XX Submersible Vessels, Oceanographic and Associated Equipment
- XXI Miscellaneous Articles
- \- Not a USML Item

This is followed by a short description of what is to be provided. Unless otherwise noted in the LOA, all items listed are in Condition Code A, Serviceable-Issuable without Qualification, or B, Serviceable-Issuable with Qualification, and are new, used, repaired, or reconditioned material which is serviceable and issuable for its intended purpose. In some instances, reference to a note in the Terms and Conditions may complement or replace these codes.

c. The Unit of Issue is normally "EA" (with associated quantity; for example, 40 EA) or "XX" (unit of issue not applicable; for example, services or several less significant items consolidated under one LOA Item Number), or blank. When XX or blank, a quantity or Unit Cost is not shown.

d. The Source of Supply Code (SC) in the Articles or Services to be Supplied Section is one or more of the following:

S Shipment from DoD stocks or performance by DoD personnel
P From new procurement
R From rebuild, repair, or modification by the USG
X Mixed source, such as stock and procurement, or undetermined
E Excess items, as is
F Special Defense Acquisition Fund (SDAF) items

e. Availability lead time cited is the number of months (MOS) estimated for delivery of defense articles or performance of defense services. The lead time starts with Implementation of this Offer, including the conclusion of appropriate financial arrangements, and ends when items are made available to transportation.

f. Type of Assistance (TA) Codes below may also be found in DoD 4000.25-1-M:

3 Source Code S, R, or E; Cash Sale from Stock with Payment in Advance, based on Arms Export Control Act (AECA) Section 21(b).
4 Source Code X; Source Undetermined with Payment in Advance, AECA Sections 21(b), 22(a), 29.
5 Source Code P; Cash Sale from Procurement with Payment in Advance, AECA Section 22(a).
6 Source Code S, R, or E, Payment on Delivery; AECA Section 21(d).
7 Source Code P, Dependable Undertaking with 120 days Payment after Delivery; AECA Section 22(b).
8 Source Code S, R, or E, Stock Sales with 120 days Payment after Delivery; AECA Section 21(d).
A FAA Excess Defense Articles - non-reimbursable, provided under the authority of Section 516 of the Foreign Assistance Act (FAA) of 1961, as amended.
M MAP Merger/USG Grant; FAA Section 503(a)(3).
N FMS Credit (Nonrepayable); AECA Sections 23 or 24.
U Source Code P; Cooperative Logistics Supply Support Arrangement (CLSSA) Foreign Military Sales Order (FMSO) I.
V Source Code S; CLSSA FMSO II stocks acquired under FMSO I.
Z FMS Credit; AECA Sections 23 or 24.

g. Training notes: AP - Annual training program; SP - Special training designed to support purchases of U.S. equipment; NC - This offer does not constitute a commitment to provide U.S. training; SC - U.S. training concurrently being addressed in separate LOA; NR - No U.S. training is required in support of this purchase.

h. Offer Release Codes (Ofr Rel Cde) and Delivery Term Codes (Del Trm Cde) below may also be found in DoD 4500.9-R. The following Offer Release Codes also pertain to release of items for shipment back to Purchaser on repair LOAs:

A Freight and parcel post shipments will be released automatically by the shipping activity without advance notice of availability.
Y Advance notice is required before release of shipment, but shipment can be released automatically if release instructions are not received by shipping activity within 15 calendar days. Parcel post shipments will be automatically released.
Z Advance notice is required, before release of shipment. Shipping activity will follow up on the notice of availability until release instructions are furnished. Parcel post shipments will be automatically released.
X The Implementing Agency (IA) and country representative have agreed that the:

-- IA will sponsor the shipment to a country address. Under this agreement, the Freight Forwarder Code must also contain X and a Customer-within-country (CC) Code must be entered in the Mark For Code on the front page of the LOA. The MAPAD must contain the CC Code and addresses for each type of shipment (parcel post or freight).

-- Shipments are to be made to an assembly point or staging area as indicated by clear instructions on exception requisitions. Under this agreement, the Freight Forwarder Code must contain W. A Mark For Code may be entered in the Mark For Code space on the front page of the LOA, and the MAPAD must contain the Mark For Code if the Mark For Address is to be used on the shipment to the assembly point or staging area.

i. For the following Delivery Term Codes, DoD delivers:

2 To a CONUS inland point (or overseas inland point when the origin and destination are both in the same geographic area)
4 Not applicable (Purchaser has full responsibility at the point of origin. Often forwarded collect to country freight forwarder.)
5 At the CONUS POE on the inland carrier's equipment
7 At the overseas inland destination on board the inland carrier's equipment

8 At the CONUS POE on board the vessel or aircraft
9 At the overseas POD alongside the vessel or aircraft

Delivery Term Codes showing DoD transportation responsibility for repair LOAs are shown below. The LOA will provide a CONUS address for each item identified for repair. The Purchaser must assure this address is shown on all containers and documentation when materiel is returned.

A From overseas POE through CONUS destination to overseas POD on board the vessel or aircraft
B From overseas POE through CONUS destination to CONUS POE on board the vessel or aircraft
C From CONUS POD on board the vessel or aircraft through CONUS destination to CONUS POE on board the vessel or aircraft
D From CONUS POD on board the vessel or aircraft through the CONUS destination to overseas POD on board the vessel or aircraft
E Not applicable (Purchaser has complete responsibility.)
F From overseas inland point through CONUS destination to overseas inland destination
G From overseas POE through CONUS destination to overseas POD alongside vessel or aircraft
H (For classified items) From CONUS inland point to CONUS POE alongside vessel or aircraft
J (For classified cryptographic items) From CONUS inland point to overseas inland destination

3. INFORMATION TO BE ENTERED BY THE PURCHASER.

Mark For and Freight Forwarder Codes are maintained in the Military Assistance Program Address Directory (MAPAD), DoD 4000.25-8-M. The Purchaser Procuring Agency should show the code for the Purchaser's Army, Navy, Air Force, or other agency that is purchasing the item(s). The Name and Address of the Purchaser's Paying Office is also required.

a. Mark For Code. This Code should be entered for use in identifying the address of the organization in the Purchaser country that is to receive the items. This includes return of items repaired under an LOA.

(1) This address will be added by the U.S. DoD to the Ship To address on all freight containers. It will also appear on items forwarded by small parcel delivery service, including parcel post. The address should include the port of discharge name and designator (water or air); country name, country service name, street, city, state or province, and (if applicable) in-country zip or similar address code.

(2) Shippers are not authorized to apply shipment markings. If codes and addresses are not published, containers will be received at the freight forwarder or U.S. military representative in-country unmarked for onward shipment with resultant losses, delays, and added costs. The USG will sponsor shipment of this materiel to FOB U.S. point of origin.

b. Freight Forwarder Code. When Offer Release Code X applies, Code X or W, discussed under Offer Release Code X above, must be entered.

c. Purchaser Procuring Agency Codes:

B Army
D Air Force
K Marine Corps
P Navy
T Other

4. FINANCIAL

a. The method of financing is shown in the LOA, Amendment, or Modification. The initial deposit required with Purchaser signature of the LOA is an integral part of the acceptance.

b. LOA payment schedules are estimates, for planning purposes. DFAS-JAX/IN will request payment in accordance with the payment schedule unless DoD costs, including 90-day forecasted requirements, exceed amounts required by the payment schedule. When this occurs, the U.S. will use its best efforts to provide a new schedule via LOA Modification at least 45 days prior to the next payment due date. The Purchaser is required to make payments in accordance with quarterly DD Forms 645 issued by DFAS-JAX/IN regardless of the existing payment schedule.

c. The DD Form 645 serves as the bill and statement of account. An FMS Delivery Listing identifying items physically or constructively delivered and services performed during the billing period, will be attached to the DD Form 645. DFAS-JAX/IN forwards these forms to the Purchaser within 45 days before payments are due and Purchasers must forward payments in U.S. dollars to the USG in time to meet prescribed due dates. Costs in excess of amounts funded by FMF agreements must be paid by the Purchaser. Questions concerning the content of DD Forms 645 and requests for billing adjustments should be submitted to [redacted]

d. The preferred method for forwarding cash payments is by bank wire transfer to the Department of the Treasury account at the Federal Reserve Bank of New York using the standard federal reserve funds transfer format. Wire transfers will be accepted by the Federal Reserve System (FRS) only from banks that are members of the FRS; therefore, non-U.S. banks must go through a U.S. correspondent FRS member bank. The following information is applicable to cash payments:

Wire transfer--

[redacted]

Payment from (country or international organization) for Letter of Offer and Acceptance (Identifier at the top of the first page of the LOA)

Check mailing address-

[redacted]

e. To authorize payments from funds available under FMF loan or grant agreements, the Purchaser may be required to submit a letter of request to [redacted] Purchasers should consult applicable FMF agreements for explicit instructions. Questions pertaining to the status of FMF financing and balances should be directed to DSCA/CFM.

f. Payments not received by DFAS-JAX/IN by the due date may be subject to interest charges as outlined in paragraph 4.4.8 of the LOA Standard Terms and Conditions.

g. The values on the LOA are estimates. The final amount will be equal to the cost to the USG. When deliveries are made and known costs are billed and collected, DFAS-JAX/IN will provide a "Final Statement of Account" which will summarize final costs. Excess funds will be available to pay unpaid billings on other statements or distributed as agreed upon between the Purchaser and the DSCA Deputy for Country Financial Management.

h. The Purchaser may cancel this LOA upon request to the IA. If this LOA is canceled after implementation, an FMS administrative surcharge may be assessed that equals one-half of the applicable FMS administrative surcharge rate times the ordered LOA value, or the applicable FMS administrative surcharge rate times the actual LOA value at closure, whichever is higher.

5. CHANGES TO THE LOA. Changes may be initiated by the USG or by requests from the Purchaser. After acceptance of the basic LOA, these changes will take the form of Amendments or Modifications.

a. Amendments encompass changes in scope, such as those which affect the type or number of significant items to be provided. Amendments require acceptance by the USG and the Purchaser in the same manner as the original LOA.

b. Modifications include changes that do not constitute a change in scope, such as increases or decreases in estimated costs or delivery schedule changes. Modifications require signature only to acknowledge receipt by the Purchaser.

c. When signed, and unless alternate instructions are provided, copies of Amendments and Modifications should be given the same U.S. distribution as the basic LOA.

d. Requests for changes required prior to acceptance by the Purchaser should be submitted to the IA for consideration. Any change made by the Purchaser and not authorized by the IA is considered a counteroffer. See DoD 5105.38-M for more information.

6. CORRESPONDENCE. Questions or comments regarding this LOA should identify the Purchaser request reference and the identification assigned by the IA within the Department of Defense.