

RECORD REPRODUCTION COVER SHEET

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Denied to the Public

Subject:

F 33657-02-C-0010

FOIA Control Number:

Date Reproduced:

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-A1	PAGE of PAGES 1 of 22	
2. CONTRACT (PROC. INST. IDENT.) NO. F33657-02-C-0010		3. EFFECTIVE DATE 2002 DEC 24	4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G		
5. ISSUED BY ASCYFK USAF/AFMC AERONAUTICAL SYSTEMS CENTER BUILDING 553, 2725 C STREET WRIGHT-PATTERSON AFB OH 45433-7003 PAMELA K. BICKEL (937) 904-5350 X188 pam.bickel@asc-yf.wpafb.af.mil		CODE FA8611	6. ADMINISTERED BY (IF OTHER THAN ITEM 5) DCMA LOCKHEED MARTIN FORT WORTH P O BOX 371 FORT WORTH TX 76101-0371 SCD: C PAS: (NONE)		
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) LOCKHEED MARTIN CORPORATION LOCKHEED MARTIN AERONAUTICS P.O. BOX 748 FORT WORTH TX 76101-0748 (817) 777-0272		8. DELIVERY <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (see below)			
CAGE CODE 81755		FACILITY CODE			
11. SHIP TO / MARK FOR See Section F		12. PAYMENT WILL BE MADE BY DFAS-CO/WEST ENTITLEMENT OPER P O BOX 182381 COLUMBUS OH 43218-2381 EFT: T			
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	
				15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT				\$454,000,000.00	
16. Table of Contents					
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✓ C	DESCRIPTION/SPECS/WORK STATEMENT	4	✓ J	LIST OF ATTACHMENTS	22
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> Award (Contractor is not required to sign this document). Your offer on solicitation number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			20A. NAME OF CONTRACTING OFFICER PHILLIP W. MARCUM		
19B. Name of Contractor		19C. Date Signed	20B. United States of America		20C. Date Signed
			//signed//		2002 DEC 23
by _____ (signature of person authorized to sign)			by _____ (signature of Contracting Officer)		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	\$454,000,000.00 NTE \$454,000,000.00
	<i>Noun:</i>	F/A-22 LOT 4 PRODUCTION AIRCRAFT ADVANCE PROCUREMENT	
	<i>ACRN:</i>	AA	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
	A.	The Contractor shall procure components, parts and material and perform effort in accordance with the Statement of Work for F/A-22 Lot 4 Production Aircraft Advance Procurement, Section J, Attachment 1, to protect the F/A-22 Lot 4 Aircraft delivery schedule contained in Section F.	
	B.	Payments against this CLIN shall be made in accordance with Section I Clauses FAR 52.232-16 "Progress Payments, Alt II" and DFAR 252.232-7004 "DOD Progress Payment Rates."	
	C.	Upon award of the F/A-22 Lot 4 Production full award contract, the costs associated with this CLIN will be subsumed into the CLINs associated with the Lot 4 production contract as applicable.	
	D.	Work performed on the 3 ship sets of assets transferred from the Lot 3 Advance Buy to the Lot 4 Advance Buy period will include both material and labor necessary for schedule protection. The parties recognize that the allocability of the costs related to the three transferred ship sets of assets is an outstanding issue. It is further recognized that the not-to-exceed amount established in contract F33657-01-C-2095-P00011 shall not be adjusted as a result of the resolution of this issue.	

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

~~Contract Clause Reference: (SOW 1.1.1)~~

Work called for by the contract line items specified in SECTION B shall be performed in accordance with the following:

CONTRACT LINE ITEM NUMBERS (CLINs)	DESCRIPTION/SPECIFICATIONS
------------------------------------	----------------------------

0001:

Attachment 1 Statement of Work (SOW) for F/A-22 Lot 4 Advance Procurement dated 01 Nov 2002.

SPPAA022A F/A-22 Air Vehicle Production Specification dated 03 Nov 1998.

~~Contract Clause Reference: (SOW 1.1.2)~~

Reference to specific paragraphs of the Statement of Work (SOW) indicates only where the CLIN/SubCLIN requirement is principally described and does not absolve the Contractor from the requirement to comply with the contractual provisions applicable to those CLINs/SubCLINs.

~~Contract Clause Reference: (SOW 1.1.3)~~

All specification, exhibits, drawings or other documents which are referred to in this contract, whether or not attached, are incorporated herein by reference.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING (AFMC) (JAN 2000)
5352.247-9011 PACKAGING AND MARKING OF HAZARDOUS MATERIALS (AFMC) (SEP 1998)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

COMSEC MARKING, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997)

All preservation, packaging, packing and marking of COMSEC shall be set forth in accordance with the DD Form 254, DoD Contract Security Classification Specification, Section J, Attachment 2.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)
Title, number (if any), date, and tailoring (if any) of the higher-level quality standards: "ISO 9001
or equivalent, or any previously approved quality system"
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (OMB NO. 0704-0248) (AFMC)
(JUL 1997)
Para (a)(1), Address to Forward DD250 "ASC/YFK
Building 553
2725 C Street
Wright-Patterson AFB, OH 45433-7424"
Para (a)(2), Address "NONE"
Para (a)(3), Additional Address(es) or "Not Applicable" "ASC/YFK
Building 553
2725 C Street
Wright-Patterson AFB, OH 45433-7424"

Defense Contract Management Agency
Lockheed Martin Corporation
Lockheed Martin Aeronautics Company - Fort Worth
P.O. Box 748
Fort Worth, TX 76101-0272'
5352.246-9002 CORRECTION OF SUPPLIES ACCEPTED WITH DEFICIENCIES (AFMC) (JUL 1997)

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			31 Oct 2003

Noun: F/A-22 LOT 4 PRODUCTION AIRCRAFT ADVANCE PROCUREMENT
ACRN: AA
Descriptive Data:
No deliveries are contemplated under this contract. The Contractor shall provide the F/A-22 Lot 4 Production Aircraft Advance Procurement through the above date and in support of the following F/A-22 Lot 4 Production delivery schedule.

the tail number and associated delivery schedule was redacted IAW OPSEC as critical info.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-16 VARIATION IN QUANTITY (APR 1984)
Para (b), Percent increase is '0%'
Para (b), Percent decrease is '0%'
Para (b), Designation(s) to which the percentages apply is "CLIN 0001"
52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (APR 1984)
52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.247-9000 COMMERCIAL BILL OF LADING SHIPMENTS-CARRIER'S RATES (AFMC) (JUL 1997)

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		\$454,000,000.00
	57 33010 113 3620 10F022 010300 00000 000000 503000 F03000	
	<i>Funding breakdown:</i> On CLIN 0001: \$454,000,000.00	
	<i>PR/MIPR:</i> GYFFS037200031 \$454,000,000.00	

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

B. OTHER CONTRACT CLAUSES IN FULL TEXT

ASC/YFK-H001 ADVANCE BUY FOR LOT 4 (SEP 2002)

(a) The purpose of this undefinitized long lead contract, initiated with advance procurement, is to protect the end item delivery schedules contained in Section F of this contract to the extent funding is available and allotted to this contract. The contractor is contractually obligated to meet this schedule except as provided for in this clause and AFFAR Supplement 5352.217-9000, Long Lead Limitation of Government Liability. If definitization of the total contract effort has not occurred before termination liability exceeds the advance procurement funds on this contract and procurement funds must be added to protect the end item delivery schedules, the contractor is required to submit a not-to-exceed (NTE) proposal and agree to that NTE amount for the total contract effort.

(b) The submission of a definitive proposal adequate for negotiations to complete definitization within the time specified or submission of the NTE proposal specified above is considered a material requirement of the contract. Any delay in submittal of such proposals may result in the reduction or suspension of progress payments unless such failure is due to causes beyond the control and without fault or negligence of the contractor.

(c) It is not contemplated that deliveries will be made under CLIN 0001. In the event the Government elects to modify this contract or to issue a new contract for the acquisition of the supplies for which this Advance Buy effort is authorized, all work performed, cost incurred and payments made under CLIN 0001 shall be deemed to be worked performed, costs incurred and payments made under the CLINs which will definitize said supplies. The parties hereto agree that notwithstanding any references in this contract to effort under CLIN 0001, the Government is under no obligation to acquire any or all of said supplies.

(d) In the event the Government elects not to acquire the said supplies, the Contractor shall prepare a detailed report listing all the materials and documents generated and/or acquired in accordance with the Statement of Work referenced in CLIN 0001, together with supporting cost and pricing data. Upon the submission of the aforesaid detailed report and supporting cost and pricing data, the parties hereto shall negotiate the amount to be paid the Contractor which shall not in any event exceed the NTE set forth above and under CLIN 0001.

(e) Title to all such work in process and other materials and documents acquired under CLIN 0001 shall vest in the Government in the event of termination of said item or in the event that the Government does not eventually acquire all the supplies set forth under CLIN 0001. Such work in process and other materials and documents shall be delivered or disposed of in accordance with the directions of the Contracting Officer. The property to which the Government acquires title under this provision shall be fit for use in the manufacture of the supplies in accordance with the Statement of Work as cited in CLIN 0001.

(f) Upon full award of Lot 4, CLIN 0001, F/A-22 LOT 4 PRODUCTION AIRCRAFT ADVANCE PROCUREMENT, shall be subsumed into the CLINs established in Section B of this contract. Upon subsumption, all other work performed and any payments made under CLIN 0001 shall be presumed to have been done under the production CLINs established under Section B and outlined below.

F/A-22 LOT 4 PRODUCTION AIRCRAFT
F/A-22 LOT 4 TRAINING SYSTEM PRODUCTS
F/A-22 LOT 4 PRODUCTION SUPPORT - OTHER

ASC/YFK-H002 CONTRACT INTERDEPENDENCIES (AUG 2002)

(a) The F/A-22 program consists of the following contracts:

Program	Contract Number
F/A-22 Engineering and Manufacturing Development	F33657-91-C-0006
F/A-22 PRTV and PRTV II	F33657-97-C-0030
F/A-22 Program Support	F33657-97-C-0031
F/A-22 Production Lot 1	F33657-99-C-0036
F/A-22 Production Lot 2	F33657-00-C-0020
F/A-22 Production Lot 3	F33657-01-C-2095
F/A-22 Lot 4 Advance Buy	F33657-02-C-0010

(b) Based on the concurrency of the F/A-22 program, the contracts listed above are interdependent. Where the Contractor's effort is dependent upon effort on more than one contract, the Contractor's responsibilities remain as if all effort existed on a single contract. Although the above contracts will be interdependent to achieve programmatic synergy, the work scopes of these contracts are separate and distinct from one another. If a modification, as defined in FAR 43.103, to any one of the above contracts causes an increase or decrease in Contractor's costs of, or time required for, the performance of any part of the work under any of the other above listed contracts, whether or not changed by the requirements of the original modification, the parties shall negotiate an equitable adjustment to the affected contract(s). The Contractor shall provide a proposal and detailed estimate by affected contract of the impact of a change requirement.

(c) The parties recognize that performance of this contract is dependent on the Contractor's performance on the EMD contract. Notwithstanding any other provision of this contract, the Contractor shall not be responsible for acceptance criteria exceeding the level of performance achieved under the EMD contract for any deliveries.

(d) In establishing program contract strategy, various contract clauses will affect more than one contract. The interdependency of each contract will be stated in the individual clause. When this occurs, clauses(s) contained in one contract will be inserted in each and every required subsequent contract, as deemed necessary. Nothing in this clause shall be interpreted to prevent the Contracting Officer from contract closeout of a completed contract.

(e) This clause shall be added to each contract upon award and the clause modified to include the required contract information.

ASC/YFK-H003 RELEASE OF INFORMATION (SEP 2002)

(a) The Contractor shall obtain approval from the Aeronautical System Center Public Affairs Office (ASC/PA) 30 days prior to release of any information relating to this contract. The Contractor shall also include this clause in any subcontract awarded as a result of this contract. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc. Authors must submit materials proposed for release to ASC/PA in the following quantities:

- (1) News releases, articles, brochures, advertisements, and professional papers - 3 copies
- (2) Videos - 3 copies/transcripts - 3 copies
- (3) Briefings, speeches, symposia presentations - 3 copies
- (4) Photographs - 1 original and 2 legible photocopies

(b) Send release of information requests to: ASC/PA
1865 Fourth Street, Suite 15
Wright-Patterson AFB OH 45433-7129

(c) The Contractor shall include a statement indicating the project or effort depicted was or is sponsored by:

Aeronautical System Center
Wright-Patterson AFB OH 45433-7129

ASC/YFK-H004 TELECOMMUNICATIONS MONITORING (SEP 2002)

The Air Force monitors unsecured DOD telecommunications networks, as authorized by the DoD, and analyzes information to identify and report OPSEC vulnerabilities and their potential effects on military operations. The Contractor and their employees are hereby notified that use of United States Government telecommunications systems constitutes consent to telecommunications monitoring. The Contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information. (AFI 33-219)

ASC/YFK-H005 USE OF ALTERNATE DISPUTE RESOLUTION PROCESS (SEP 2002)

(a) In the event an issue in controversy cannot be resolved by mutual agreement, Alternative Dispute Resolution (ADR) will be considered the preferred approach to settle the dispute in lieu of the procedures outlined in FAR 52.233-1 ("Disputes"). Specific ADR collaborative techniques, timeliness and identification of neutrals appropriate to the issues in controversy will be mutually agreed to in writing before the ADR process begins. If it is necessary for the parties to protect information during the ADR process, the parties will enter into a confidentiality agreement to maintain such information in confidence to the extent permitted by law.

(b) It is not the intention of the parties to alter, supplement or deviate from this contract and the legal rights and obligations of the parties set forth herein. Any changes to the contract must be executed in writing by the Contracting Officer.

(c) In the event the ADR process does not produce results satisfactory to either party, or if either party believes the issue in controversy is not suitable for ADR techniques, the dispute resolution process set forth in the Contract Disputes Act (see FAR 52.233-1) shall be followed.

(d) If the Contractor submits a claim (certified, if required) which is resolved through ADR, reference the Disputes clause (FAR 52.233-1) which covers the payment of interest.

ASC/YFK-H006 F/A-22 PROGRAM CLOSEOUT COSTS (SEP 2002)

The parties recognize and agree that this contract does not include program closeout costs.

ASC/YFK-H008 APPROVALS OBTAINED UNDER EARLIER F/A-22 CONTRACTS APPLICABLE UNDER PRODUCTION - FOREIGN NATIONALS/SOURCES (SEP 2002)

(a) Notwithstanding anything in this contract to the contrary, the notifications and approvals previously provided during the F/A-22 EMD contract (F33657-91-C-0006, H-008/H-009), PRTV/PRTV II contract (F33657-97-C-0030, H-007), Program Support contract (F33657-97-C-0031, H-007), Lot 1 contract (F33657-99-C-0036, H-005), Lot 2 contract (F33657-00-C-0020, H-008), and Lot 3 contract (F33657-01-C-2095, H-008), with respect to Foreign Nationals - Foreign Sources shall be applicable to this contract for AFMCFAR 5352.227-9000 Export-Controlled Data Restrictions.

(b) Further, commercial items, off-the-shelf items (i.e., previously developed items) and items not on the critical technology list are excluded from the requirements of AFMCFAR 5352.227-9000 Export-Controlled Data Restrictions.

**ASC/YFK-H009 APPROVALS OBTAINED UNDER EMD APPLICABLE UNDER PRODUCTION -
ACCREDITATION OF COMPUTER SYSTEMS WORKSPACES AND WAIVERS TO SECURITY
REQUIREMENTS (SEP 2002)**

Contractually authorized accreditation of computer systems, classified workspaces, or waivers/exceptions to security requirements received under the EMD contract or the Production contracts shall be recognized and remain valid during this contract. Contractor F/A-22 Program computer systems and/or workspaces do not require re-accreditation.

ASC/YFK-H010 REVIEW OF PROPRIETARY DATA (SEP 2002)

The Contractor hereby grants its permission to disclose and release any data submitted hereunder marked with a limited, restricted or proprietary rights legend to a support contractor retained by the Government to review the propriety of such marking; provided that such support contractor shall be prohibited from further releasing, disclosing or otherwise using such data in accordance with a Non-Disclosure Agreement. The Contractor shall include this clause in all subcontracts hereunder calling for data, with the exception of subcontracts for commercial items.

**ASC/YFK-H011 KOV-20 ADVANCED AVIONICS CRYPTOGRAPHIC UNIT (AACU)/Z-AXF MISSION
SUPPORT CRYPTOGRAPHIC UNIT (MSCU) (SEP 2002)**

(a) KOV-20/Z-AXF Contractor

Potential subcontractors for the production of the KOV-20 AACU and Z-AXF MSCU shall be limited to those on the current list of NSA approved COMSEC sources. Contact NSA/V23 for the current list. No other contractors may be solicited for the production versions of the KOV-20 or Z-AXF without prior consent of the Contracting Officer (ASC/YFK, Wright-Patterson AFB OH).

(b) Place of Performance

Unless the written approval of the Contracting Officer (ASC/YFK, Wright-Patterson AFB OH) is obtained in advance, no KOV-20 or Z-AXF COMSEC development work shall be performed at any facility other than the Contractor's plants in Marietta, Georgia and Fort Worth, Texas, or COMSEC subcontractor's plant.

(c) Retention of Information

After completion of the contract, the Contractor shall not retain in his possession (unless specified by the contract document) any classified COMSEC drawings, sketches, prints, reports or other classified COMSEC data developed on the KOV-20 or Z-AXF portions of the contract without written approval of the Contracting Officer (ASC/YFK, Wright-Patterson AFB OH).

(d) Requirements Clause for Acquisition of COMSEC Equipment Components and Parts Outside the United States
No subcontracts or purchase orders which involve design, manufacture, production, assembly, inspection or test, in a location not in the United States, of classified COMSEC equipment, assemblies, subassemblies, accessories or parts shall be issued for KOV-20 or Z-AXF development or production unless the subcontract or purchase order is with a contractor included in the NSA Approved LSI Vendor List (available from NSA/V23) or the prior written approval of the Contracting Officer (ASC/YFK, Wright-Patterson AFB OH) is obtained. Under no circumstance shall any custom classified COMSEC Large Scale Integrated Circuit (LSIC) or any likeness thereof be sent outside the United States for any reason. This does not apply to deployment of end items containing LSICs.

(e) KOV-20/Z-AXF Designation of Property Administrator- Records of Government Property (FAR 45.105(a))
DCMC Phoenix is designated to administer the maintenance by the Contractor of all accountable COMSEC Material.

ASC/YFK-H012 SUBCONTRACTOR FLOWDOWNS (SEP 2002)

(a) The Contractor is authorized, without any requirement for additional approval, to flowdown to its subcontractors the limited risk of loss provisions of SECTION 1 contract clause FAR 52.245-2 Government Property (Fixed-Price

Contracts) (Dec 1989) Alternate I (DEVIATION) (Apr 1984). Such authorization shall be limited to subcontractors having Government approved property control systems.

(b) The Contractor is authorized, without any requirement for additional approval, to flowdown to its subcontractors limitation of liability as provided in SECTION I contract clauses FAR 52.246-23 Limitation of Liability (Feb 1997) and FAR 52.246-24 Limitation of Liability - High Value Items (Feb 1997) Alternate I (Apr 1984); provided however, that 52.246-23 is only flowed down for those subcontractor items with a unit cost less than \$100,000.00 and 52.246-24 is only flowed down for those subcontractor items with a unit cost greater than or equal to \$100,000.00.

ASC/YFK-H014 USE OF GOVERNMENT-OWNED FACILITIES (SEP 2002)

(a) The following subcontractors are authorized to use the Government-owned facilities identified below for the items listed below in performance of this contract. These facilities shall be made available on a rent-free, non-interference basis for the purposes of this contract during the periods set forth in the applicable facilities contract.

CONTRACTOR	FACILITY CONTRACT NO.	ITEM
General Dynamics Burlington, VT	DAAA09-93-E-0013	20 mm Linear Linkless
General Dynamics Armament Systems Jerico, VT (Test Range)	DAAA09-86-E-0007	Ammunition Handling System
ABL/Alliant Techsystems Inc. Rocket Center, WV	N00024-93-E-8101	Composite Pivot Shaft Inlet Bypass Offtake Screens

(b) The parties recognize that the Contractor and its subcontractors may use Government facilities, pursuant to the following facilities leases, in performance of this contract:

1. AF Plant 4, Ft. Worth TX, Lease F33657-97-L-2018
2. AF Plant 6, Marietta GA, Lease F33657-97-L-2019
3. AF Plant 42, Sites 2, 7 and 8, Palmdale CA, Lease F33657-00-L-2039

(c) The parties also recognize that discussions are ongoing between LM Aero and the Government regarding a more extensive contract clause covering use of Government-owned facilities. Upon resolution of these discussions, the clause agreed to by both parties will be incorporated into this contract bilaterally at no change in cost, price or schedule.

ASC/YFK-H015 SPECIAL TEST EQUIPMENT, SPECIAL TOOLING AND GOVERNMENT FURNISHED PROPERTY (SEP 2002)

(a) On a non-interference basis, the Contractor may use and may authorize its subcontractors to use Special Tooling, Special Test Equipment and/or Government Furnished Property (GFP) accountable or approved for use under the F/A-22 EMD and Production programs (F33657-91-C-0006, F33657-97-C-0030, F33657-97-C-0031, F33657-99-C-0036, F33657-00-C-0020 and F33657-01-C-2095) in the performance of this contract

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database Version: 5.2.x.300; Issued: 12/12/2002; Clauses: ; FAR: FAC 2001-10; DFAR: DCN20021122; DL: DL 98-021; Class Deviations: CD 2002o0003; AFFAR: 2002 Edition; AFMCFAR: 2002 Edition; AFAC: AFAC 20021122; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-24	LIMITATION OF GOVERNMENT LIABILITY (APR 1984) Para (a), Dollar amount is '\$454,000,000.00' Para (b), Dollar amount is '\$454,000,000.00'
52.216-25	CONTRACT DEFINITIZATION (OCT 1997) Para (a), Specific type of contract: "FFP" Para (a), Specific type of proposal: "Fixed Price" Para (b), Schedule for definitizing this contract: "Proposal Receipt: 31 May 03; Negotiations Complete: 26 Aug 03; Definitization Date: 31 Oct 03."
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-07	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) Para (a), Number of days is '60'
52.225-08	DUTY- FREE ENTRY (FEB 2000)
52.226-01	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-12	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) para (l), insert agency instructions for communications "This clause applies only to DMS redesign effort contained in CLIN 0001."
52.229-04	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991)
52.229-05	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-01	PAYMENTS (APR 1984)
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-16	PROGRESS PAYMENTS (FEB 2002) - ALTERNATE II (FEB 2002) Para (n), Shall not exceed dollar amount. 'Alt II, Para (m), \$363,200,000.00'
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-10	F.O.B. ORIGIN -- GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is "30 days" Para (d), Number of calendar days is "30 days"
52.244-02	SUBCONTRACTS (AUG 1998) Para (e), approval required on subcontracts to: 'None' Para (k), Paragraphs (d) and (f) of this clause do not apply to the following subcontracts which were evaluated during negotiations: "None"
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (DEC 1989) - ALTERNATE I (APR 1984)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-24	LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.248-01	VALUE ENGINEERING (FEB 2000)

52.249-02 Para (m). Contract number. 'F33657-02-C-0010'
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)
Para (a), Type of contractual action is 'Fixed Price'
Para (a), Type of proposal is "Fixed Price"
Para (b), Schedule for definitization is as follows: "Proposal Receipt: 31 May 03; Negotiations
Complete: 26 Aug 03; Definitization Date: 31 Oct 03"
Para (d), Type of definitive contract is "Fixed Price"
Para (d), Not-to-exceed amount is '\$454,000,000.00'
252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
252.223-7001 HAZARD WARNING LABELS (DEC 1991)
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)
Supplies accorded duty-free entry are: 'Supplies to be accorded duty-free entry are:

ITEM	COMPANY	COUNTRY
Tires	Michelin	France
Wing/Navigation Light	Hella	Germany
HTA & ITA Composite Resin	ICL/Fiberite	England
Invar (metallic tooling material)	Metalimphy Alloys Corp	France
Honeycomb Core	Euro-Composites Corp	Luxembourg
On-Board Oxygen Generating System	Honeywell Nomalair Garrett, LTD	England
Fire Protection Detection System*	Kidde Graviner	England
Filter Capacitors (Part # C51003A)	Murata Erie	Canada
Heads Up Display (HUD) (Major Components)	BAE Electronics	England
Liquid Crystal Display (LCD) Glass Korea	Lucky Goldstar	South
Site Stick	BAE Systems	England
Helmet Mounted Cueing System	Elbit	Israel

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

	Aircraft Tooling Wiring Harness	Hyde Group Aerotec	England Mexico
	*Note: Kidde Graviner (was Walter Kidde) provides the Optical fire Detection System Sensor, Part Number 5VD91602-101 & the Voltage Supply Unit, Part Number 5VD91602-201"		
252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (AUG 2000)		
252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS (AUG 2000)		
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)		
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) - ALTERNATE I (MAR 1998)		
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000)		
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)		
252.225-7032	WAIVER OF UNITED KINGDOM LEVIES (OCT 1992)		
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)		
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)		
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)		
252.232-7004	DOD PROGRESS PAYMENT RATES (OCT 2001)		
252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)		
	Para (b), Location is "All locations approved for developmental and production activities in support of the F/A-22 Program."		
	Para (c), List can be obtained from "The F/A-22 System Security Division"		
	Para (c), List and identify locations: "All equipment currently in use of scheduled for use in the F/A-22 program under the EMD contract (F33657-91-C-0006)."		
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)		
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)		
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)		
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)		
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)		
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)		
252.246-7001	WARRANTY OF DATA (DEC 1991)		
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)		
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)		
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)		
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)		
	Para (f), Contractor's address is "Lockheed Martin Corporation Lockheed Martin Aeronautics Company - Fort Worth P.O. Box 748 Fort Worth, TX 76101-0272 Attn: Manager of Contracts, MZ 4086"		
	Para (f), Government remittance address is "Defense Contract Management Command Lockheed Martin Aeronautics Company - Fort Worth P.O. Box 748 Fort Worth, TX 76101-0272"		

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (JUN 2002)
5352.204-9001	VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)
5352.217-9000	LONG LEAD LIMITATION OF GOVERNMENT LIABILITY (MAY 1996)
	Para (a), Dollar amount is '\$454,000,000.00'
	Para (b), Dollar amount is '\$454,000,000.00'

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)
Para (d), Substances are 'None'
- 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 2002)
Para (b), Any additional requirements to comply with local security procedures 'Para (b), Any additional requirements to comply with local security procedures 'Non''

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.219-9002 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AFMC) (JUL 1997)
Subcontracting Plan dated: '05 DEC 2002'
- 5352.225-9001 ENGLISH LANGUAGE REQUIREMENTS (AFMC) (JUL 1997)
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)
- 5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. OTHER CONTRACT CLAUSES IN FULL TEXT

52.223-3. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (DEVIATION) (DEC 2000) (SEP 2002)

(a) Definitions. As used in this clause--
"Hazardous Material" means any material defined as hazardous in the version of Federal Standard No. 313, (Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Act), in effect at the time of award of the contract.

(b) Hazardous material identification. The Contractor shall--

(1) Update the list of hazardous materials provided to the Contracting Officer prior to contract award, whenever, during performance of the contract the Contractor determines that any other material to be delivered under this contract is hazardous and requires a Material Safety Data Sheet under 29 CFR 1910.1200.

(c) Material Safety Data Sheets. The Contractor is not required to submit a Material Safety Data Sheet for items for which a Material Safety Data Sheet was previously submitted under any F/A-22 contract. The Contractor shall--

(1) Promptly notify and submit a revised MSDS to the Contracting Officer whenever the contractor becomes aware of a change in the composition of an item(s) or the contractor becomes aware of new hazard or protective equipment information that renders incomplete or inaccurate any MSDS previously submitted, or;

(2) Submit an MSDS if the Contractor determines that any other material to be delivered under this contract is hazardous and requires a Material Safety Data Sheet under 29 CFR 1910.1200, even if the Contractor is not the actual manufacturer; and

(3) Submit any revised or new MSDS consistent with the requirements of 29 CFR 1910.1200(g) and the version of Federal Standard 313 in effect at the time of award of the contract. The following clarifications associated with the preparation and submission of MSDSs are provided:

i. The composition of hazardous materials may be provided in ranges.

ii. The Contractor shall disclose all proprietary information under the conditions provided in 29 CFR 1910.1200(i), except for those MSDS's provided by their subcontractors. At this point, the Contractor will notify the government who in turn will obtain the proprietary information directly from the subcontractor.

iii. The MSDS shall comply with OSHA requirements and may be provided in ANSI format.

(d) The requirements of this clause shall not relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) concerning hazardous material.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS.	DATE	TITLE
ATTACHMENT 1	6	01 NOV 2002	STATEMENT OF WORK FOR F/A-22 LOT 4 PRODUCTION AIRCRAFT ADVANCE PROCUREMENT
ATTACHMENT 2	8	18 DEC 2002	DD FORM 254, DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION

STATEMENT OF WORK
FOR
F/A-22 LOT 4
ADVANCE PROCUREMENT
1 Nov 02

SECTION 1.0 SCOPE

This F/A-22 production Lot 4 Long Lead Statement Of Work (SOW) describes the work to be performed by the Contractor in the acquisition of long lead materials and components for the manufacture, assembly, test and delivery of the F/A-22 Weapon System that includes twenty-seven (27) production configuration F/A-22 air vehicles, support and training.

SECTION 2.0 REFERENCED DOCUMENTS

The following documents of the exact issue shown form a part of this SOW to the extent specified herein:

5PPAA022A F-22 Air Vehicle Production Specification 03 Nov 1998

SECTION 3.0 WEAPON SYSTEM

The contractor shall procure those components which require a longer lead time to meet the delivery schedule than can be accomplished after the full Lot 4 production contract award.

3.1 Lot 4 Long Lead Items

The contractor shall identify and procure long lead items to be used in the manufacture of the F/A-22 Weapon System in order to meet the requirements of the F/A-22 Air Vehicle Production Specification, long lead support material required for the planned flying program in CY05 and training requirements.

The items to be listed below are representative of the long lead items to be procured:

Lockheed Martin Aeronautics Company

Sanders CNI Apertures
 Embedded Antennas
Alliant Techsystems
 Left/Right Mandrel
 Cure Fixture
 Inboard/ Outboard Mold
 Cure Fixture Transporter/ Platform
 Tool Design & Procurement Effort
 Material Procurement Effort
 108 Prepeg Glass
 Peel Ply
 Nut/ Pin
 Stiffening, Ring/Sleeve
 Assembly, Fittings
 Forging
Honeywell ECS
 Air Cycle Machine
 Vapor Cycle Controller
 VCS
 Compressor / Condenser
 Subcooler/ Exaporator
 Valves
 GML Sensors
 Primary Heat Exchange

Temperature Sensor
 EDO Corporation
 Rod, Synch Upper
 Accumulator, Pneu-draulic
 Directional Control Valve
 Cylr, Act. Main Hydro-pneumatic
 Beam, Lower Assembly
 Hook, Fwd/ Aft Up-lock
 Kaiser
 Test & Qualification of new Projection
 Glass Vendor
 Projection Glass
 Harris
 F.O. Transmitter/ Receiver
 Laser Diode
 CMOS ASIC/ DIE
 DIGITAL ASIC DIE
 DIC PRE AMP DIE
 LMSW Leading Edge Flap
 Rate Tooling
 Fitting Assemblies
 LMSW Vertical Stab Leading Edge
 Rate Tooling
 LMSW Rudder
 Mach. Cast Assemblies
 Conduit/ Fairings
 RTM
 LMSW Honeycomb Core
 LMSW Flap/eron
 Rate Tooling
 Mach. Cast Assemblies
 LM Aero - Palmdale Aileron
 Mach. Cast Assemblies
 LM Aero - Palmdale CNI Apertures
 Shells (UIFDL, LIFDL)
 Radar Slot Arrays
 Panel Assy (GPSY (ACMI)
 EMS Technologies, Inc.
 Filtered Connector
 Power Supply
 Jet Welds
 Prod Matl / Prod Supt Matl
 91 Code - Sheet and Plate
 92 Code - Bar, Rod, Tube & Extrusion
 93 Code - Castings & Forgings
 95 Code - Purchased Parts
 96 Code - Standard Parts
 97 Code - Drawing No. Parts
 98 Code - Purchased Parts
 ALLIANT Composite Pivot Shaft
 BAE HUD
 BF Goodrich Ejection Seats
 BF Goodrich Landing Gear
 EDO AMRAAM Launcher

EMS CNI Apertures
 HONEYWELL Wheels & Brakes
 KAISER Head Down Displays
 LEAR ROMEC FOTRs
 LITTON GINS
 ORBITAL DMVR
 RAYTHEON CIP
 JKN WESTLAND AEROSPACE
 RTM PARTS - ALERON RIB
 CASTINGS:
 - RUDDER AFT FITTING
 - FLAPERON HINGE FITTING
 - ALLERON HING FITTING
 - RUDDER HING FITTING
 Parker Hannifin U&S Hydraulics Reservoirs
 Air Vehicle Systems - STE Upgrades
 Sanders Total EW System
 Smiths Industries - PDS & BCCS
 National Hybrid SSPCs
 Sabritec Connectors
 Sabritec Filter
 Microcircuit
 Kennedy Drivers
 Hitek Hybrids
 Relay Leach
 Actel FPGA
 LMMFC Sensor
 Dewar
 Cooler
 Optics Assy
 Quartz Rate Sensor
 BRC/ FPI Hybrid
 TRW CNI System
 ASU
 Backplane 1
 Backplane 2
 IFF Transpond
 LLSP
 Clock Coupler
 Preprocessor
 TRW STE - Full Rate
 Acme-CNI Battery
 EG&G - EVMR
 EG&G - 24V KOV-5
 EG&G - 28V ACMI Reg
 R/C AIU
 R/C Receiver 5 Ch
 R/C L-Band
 R/C UHF/VHF Receiver
 R/C UV CG/PA
 R/C Link 16 Rcvr
 R/C STE - Full Rate
 BAE - IFDL Controller
 BAE - IFDL R/T

Formatted

BAE - SSM

BAE STE - Full Rate
ITT - Power Amplifier B
ITT - Audio Control Panel
ITT - Aux Panel (BUCP/IFF)
ITT - Carrier Generator
ITT - ACMI Exciter/Dig I/F
ITT - ACMI Diplexer
ITT - Driver, A/C
ITT - ACMI Driver/PA
ITT - Driver B
ITT - Inter Output
ITT - ACMI, Receiver
ITT - Transponder Output
ITT STE - Full Rate
BAE Systems - Rate Sensor Assembly
Triax Assembly
Process, ADSP TG/883
IC, DA Converter
Shock Mount
Motorola
KOV-5
Wyman Gordon Bulkheads
FS 610/583/637/540 Bulkhead
Longerons
Closure Beam
General Material
Spares
LM Aero - Ft. Worth
Rate Tooling
DMS

Boeing

NG/RTIS Radar
Array
Array Power Supply (APS)
Radar Support Electronics (RSE)
RF Receiver (RFR)
STE: Common Avionics Test Sets (CATS)
STE: RF Generator Exciter
STE: TR Module Test Set
EP - Power Supplies
Radar/ CIP/ CNI
EW/ SMS/ VMS/ IVSC
Honeywell - APGS
Check Valve
Surge Control Valve
Auxiliary Power Unit
Fuel Control Valve
Air Flow Control Valve
LC/ECS Isolation Valve
Boeing Helicopters - AMAD

Parker Hannifin - Air Turbine Starter Syst
Aft Fuselage
 Aft & Forward Boom
Aerojet - Forward Boom Welding
Chemtronics - Skins & Panels
St. Louis IWA - Machined Details (Frames &
Keelsons)
Engine Bay
B.F. Goodrich (Rohr) - Doors
Arresting Gear - Kaiser
Wing
 GKN Westland - Wing RTM Spars
 Curtiss Wright - LEFA
Airframe Raw Material
 Die Forgings, Casting, Ti Plate
Outside Production
 Detail fab
Outside Processing
 Chem-etch, Heat Treat
Boeing Fabrication
 Machining Aft/Fwd Boom details
 EB Welding Aft Boom assemblies
Tooling Labor/Material - Rate Tools
Training System
 Rudder Pedal Assembly - BFE
 Side Stick Controller - BFE
 Throttle Quadrant Assembly - BFE
Ejection Seat

**F/A-22 Lot 4 Advanced Buy DD 254
Contract Security Classification Specification**

|
18 Dec 02

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD National Industrial Security Program Operating Manual apply to security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING		
		a. FACILITY CLEARANCE REQUIRED TOP SECRET		
		b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET		
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)		
<input checked="" type="checkbox"/> X	a. PRIME CONTRACT NUMBER Multiple Contracts (See Block 13b)	a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) See Block 13b	
	b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> X b. REVISED (Supersedes all previous specs)	Revision No. See Block 13b Date (YYMMDD) See Block 13b	
	c. SOLICITATION OR OTHER NUMBER		Date (YYMMDD)	
	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> X NO. If Yes, complete the following: Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract.				
5. IS THIS A FINAL DD FORM 2547? <input type="checkbox"/> YES <input checked="" type="checkbox"/> X NO. If Yes, complete the following: In Response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.				
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)				
a. NAME, ADDRESS, AND ZIP CODE Lockheed Martin Corporation Lockheed Martin Aeronautics Company P.O. Box 748 Fort Worth, TX 76101-0748		b. CAGE CODE 81755	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DSS CENTRAL REGION/Southwest Section 106 Decker Court, Suite 200 Irving, TX 75062-2795 (214) 717-5228	
7. SUBCONTRACTOR				
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A	
8. ACTUAL PERFORMANCE				
a. NAME, ADDRESS, AND ZIP CODE Lockheed Martin Aeronautics Company Marietta- 86 South Cobb Drive, Marietta, GA, 30063 Palmdale-1011 Lockheed Way, Palmdale CA, 93599 Fort Worth-P.O. Box 748, Fort Worth TX 76101 Boeing Company 9725 East Marginal Way South, Seattle, WA 98108		b. CAGE CODE 96897 014E5 81755	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DSS Gulf Coast Operating Location 2300 Lake Park Drive (Suite 250), Smyrna GA 30080 DSS Southern California - One World Trade Center, Suite 822, Long beach CA 90831 DSS Central Region SW Section, 106 Decker Ct. Ste 200, Irving TX, 75062 DSS Industrial Security, Pacific NW 10209 Ridgeport Way SW, Suite D6, Lakewood, WA 98499-2329	
9. GENERAL IDENTIFICATION OF THE PROCUREMENT See Block 13				
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
	YES	NO	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/> X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/> X
b. RESTRICTED DATA	<input checked="" type="checkbox"/> X		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/> X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/> X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/> X
d. FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/> X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/> X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/> X
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/> X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/> X
(2) Non-SCI	<input checked="" type="checkbox"/> X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/> X
f. SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/> X		h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/> X
g. NATO INFORMATION	<input checked="" type="checkbox"/> X		i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/> X
h. FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/> X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/> X
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/> X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/> X
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/> X		l. OTHER (Specify) See Block 13	<input checked="" type="checkbox"/> X
k. OTHER (Specify) Classified Critical Program Information	<input checked="" type="checkbox"/> X			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):

ASC/PA, 1865 4th St, Suite 15, WPAFB, OH 45433 Public Release of Sensitive Compartmented Information is prohibited. Forward request from Foreign Governments or representative of a Foreign Government for release of F/A-22 Program data or information (classified or unclassified) to ASC/CXI, Bldg 14, WPAFB, OH 45433 through ASC/YFMS (Program Security), WPAFB, OH 45433. See basic contract "H" clause.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review
* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. Program Security officer will provide copies of the referenced classification guides and current regulations under separate cover.

a. The National Industrial Security Program manual (NISPOM), DoD 5220.22-M, January 1995 applies to this contract.

b. Ref Blk 2a, Blk 3a, and Blk 3b: This DD-254 applies to the following contracts:
 2a: F33657-91-C-0006, 3a: 2 Aug 91, 3b: Revision 13 dated 5 Dec 02
 2a: F33657-97-C-0030, 3a: 30 Jun 98, 3b: Revision 6 dated 5 Dec 02
 2a: F33657-97-C-0031, 3a: 30 Jun 98, 3b: Revision 13 dated 5 Dec 02
 2a: F33657-99-C-0036, 3a: 30 Dec 99, 3b: Revision 5 dated 5 Dec 02
 2a: F33657-00-C-0020, 3a: 22 Jan 01, 3b: Revision 4 dated 5 Dec 02
 2a: F33657-01-C-2095, 3a: 31 Oct 01, 3b: Revision 3 dated 5 Dec 02
 2a: F33657-02-C-0010, 3a: 5 Dec 02

c. Ref Blk 4: Classified material received or generated under contracts listed in 13b can be transferred between said contracts.

d. Ref Blk 9: F33657-02-C-0010 - Lot 4 Advance Buy, Exp 5 Dec 03
 F33657-01-C-2095 - To procure Advance Buy of Lot 3 F/A-22 Aircraft, Exp Oct 2002
 F33657-00-C-0020 - To procure Full Requirement of the F/A-22 Lot 2 Aircraft, Exp Dec 2004
 F33657-99-C-0036 - To procure Lot 1 Production Aircraft, Exp Dec 2003
 F33657-97-C-0031 - To provide support for the procurement of F/A-22 Production Aircraft, Exp Dec 2002
 F33657-97-C-0030 - To procure F/A-22 Production Representative Test Vehicle Aircraft (PRTV/PRTV II), Exp Dec 2003
 F33657-91-C-0006 - To fund the F/A-22 EMD Program to include Aircraft and Support Systems, Exp Sep 2003

e. Ref Blk 10a & 11h: COMSEC requirements/procedures apply. See DoD 5220.22-S.

f. Ref Blk 10e(2): Contractor will require access to intelligence information and must comply with AFI 14-303/AFMC Supplement 1. The Contract Monitor has determined that disclosure does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information and will submit the AFMC Form 210 to the local SIO for approval prior to granting access.

g. Ref Blk 10f: The appropriate portions of the NISPOM Supplement (NISPOMSUP), 29 Dec 94, and the DoD overprint to the NISPOMSUP, Feb 98 have been incorporated into the Senior Jersey (SJ) Program Security Directive (PSD), dated 1 May 98, including Change 1, dated 1 Jun 99. Special considerations reference AFSSM 7011 section 3.5 through 3.5.8.

h. Ref Blk 10g: NATO briefing required prior to granting access to NATO data. See NISPOM Chapter 10 for details.

i. Ref Blk 10j: For Official Use Only (FOUO) applies. Reference DoD Regulation 5400.71/Air Force Supplement, 22 Jul 99.

SEE CONTINUATION SHEET

ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contract clauses in the contract document itself, or provide an appropriate statement which identifies the additional Requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Ref Blk 10f: Special Access security requirements and program security procedures are contained in the USAF Fighter-Bomber Systems SJ PSD, the Senior Jersey Security Classification Guide (SJ-SCG), 14 September 2001, along with the approved Cloak Implementation Plan, the F/A-22 Program Protection Plan (PPP), dtd 1 Sep 01. **SEE CONTINUATION SHEET**

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

SAF/AQ and DSS share security cognizance for the F/A-22/SJ Raptor Program. DSS is relieved of security and review cognizance for SJR, CLOAK Raptor (CLR). F/A-22 Special Projects and all F/A-22 activities at the TRICO (LM-Aero Marietta, LM-Aero Ft Worth, and Boeing Seattle). Security reviews of the Prime Contractor and selected critical subs will be done by the Program Security Officer (PSO) and or SAF/AQ Security Review Team. **Ref Blk 10e(1):** SCI requirements apply. See Addendum for inspection details.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	TELEPHONE (Include Area Code)
Patricia E. Blakely	Contracting Officer	937-904-5351

d. ADDRESS (Include Zip Code)	17. REQUIRED DISTRIBUTION	
	<input checked="" type="checkbox"/>	a. CONTRACTOR
ASC/YFK 2725 C Street, Bldg 553 Wright Patterson AFB, OH 45433-7424	<input type="checkbox"/>	b. SUBCONTRACTOR
	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
e. SIGNATURE	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
	<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
	<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

CONTINUATION SHEET FOR:

F33657-01-C-2095; F33657-00-C-0020; F33657-99-C-0036; F33657-97-C-0031; F3657-97-C-0030;
F33657-91-C-0006; F33657-02-C-0010

- j Ref Blk 10k: Protection of Unclassified Critical Program Information (CPI) is governed by the SJ SCG and the F/A-22 PPP.
- k Ref Blk 11c: Any classified information generated in the performance of this contract shall require the contractor to apply derivative classification and markings consistent with the following security guidance references: USAF Fighter-Bomber Systems SJ PSD, the SJ-SCG, along with the approved Cloak Implementation Plan, the F-22 PPP. Receipt and generation up to Top Secret Senior Jersey Alpha material is authorized.
- l Ref Blk 11d: Contractor is responsible for establishing safeguarding capability for adequate storage of classified hardware and/or material up to the level of **TOP SECRET/Special Access Required (TS/SAR)**, taking into consideration size and/or quantity of items that cannot be safeguarded in an approved storage container.
- m Ref Blk 11i: EMSEC (TEMPEST) requirements apply. See Addendum, basic contract clause(s), and the USAF Fighter-Bomber Systems SJ PSD for details. However, prior to the implementation of any EMSEC plan, a Threat Vulnerability Assessment (TVA) failure report must be provided to the F/A-22 PSO for review and approval.
- n Ref Blk 11j: OPSEC requirements apply. The F/A-22 PPP, dtd 1 Sep 01, will be provided by ASC/YFMS.
- o Ref Blk 11k: DCS address is HQ Defense Courier Service, 830 Chisholm Ave., Ft Meade MD, 20755.
- p Ref Blk 11l: The Notification of Government Security Activity and Visitor Group Security Agreement clause applies for on base performance. See contract clause for details. Contractor is authorized to send/receive visit certifications directly to/from Government agencies where F/A-22 Program activities are located in accordance with previously approved contract letters. Copies of visit request to government facilities that are not identified as specific F/A-22 Program activity locations will be provided to the government PSO as the F/A-22 SPO WPAFB, OH.
- q At all contractor locations, the F/A-22 Security Program is managed by the Prime Contractor Program Security Officer (PCPSO-Ft Worth, TX). The authority of the PCPSO to act on behalf of the PSO for activities not specifically prohibited in the PSD is continued as described in previous contractual correspondence. Future limitations and exceptions to that authority may be provided by subsequent contractual letters as deemed necessary.
- r PSO: Ms. Ruth Ann Dyer, ASC/YFMS, (937) 904-5170.
- s Page 4 of this DD 254 contains classified information relative to Advanced Technologies (Special Projects) program security and classification guides and by reference is hereby incorporated.

Ref Blk 14 Continuation:

Contractors may not levy additional security requirements on subcontractors outside the scope of this DD Form 254. Any conflicts between guidance provided will be brought to the attention of the F/A-22 PSO for resolution. Contract letters of detailed security classification instructions issued prior to this revision will be reviewed and validated yearly. Derivative classification for Special Projects and classified integration efforts will be consistent with source program classification guides. Administrative handling, marking, reviews, transmission and document control for integrated SAR efforts and Special Projects will be done IAW the SJ PSD.

Ref Blk 10e(1): SCI requirements apply. See addendum.

- t. Ref Blk 17f: DISTRIBUTION: 88 SFS/SFAS, 1801 Tenth St, Rm 103, WPAFB OH 45433; ASC/CXS, Bldg 557; ASC/NAIC/POA, 2690 Loop Road West, Bldg 556, Rm 017, WPAFB OH 45433-7106

THE INFORMATION CONTAINED ON THIS PAGE IS CONSIDERED CLASSIFIED. ALL
QUESTIONS REGARDING THIS INFORMATION SHOULD BE FORWARDED TO THE
F/A-22 PROGRAM SECURITY OFFICE.

ADDENDUM TO DD FORM 254 (Block 10e(1))
SENSITIVE COMPARTMENTED INFORMATION CLAUSES
(SCIF REQUIRED)

1. Ref Blk 14: AFMAN 14-301, DOD TS-5105.21-M-1, DCID 6/4, 1/19, 6/3, and 1/21, and DIAM 50-4 provide the necessary guidance for EMSEC (emission security), physical, personnel and information security measures and is part of the SCI security specifications for the contract.

2. Ref Blk 15: This contract requires access to SCI. AFMC/IN Special Security Office (SSO) has exclusive security responsibility for all SCI released to the contractor or developed under this contract. The Defense Intelligence Agency (DIA), or its designee, shall be responsible for all inspections of the contractor to insure compliance with SCI Directives/Regulations. All SCI will be handled in accordance with security requirements furnished by the Aeronautical System Center (ASC) SSO, located in ASC/CXS.

3. SCI will not be released to contractor employees without the specific release approval by the originator of the material as outlined in the governing directives and based on prior approval and certification of "need to-know" by the government contract monitor:

DANIEL WHITENECK
(Name)

ASC/YFMS
(Office Symbol)

(937)904-5168
(Phone)

4. Names of contractor personnel requiring access to SCI and justification for SCI billets will be submitted to the ASC SSO after the contract monitor approval/concurrence. Upon receipt of written approval from the contract monitor, the Contractor's SSO may submit the necessary forms to DISCO for a Single Scope Background Investigation (SSBI) for those personnel nominated for SCI access in accordance with the National Industrial Security Program Operating Manual (NISPOM).

5. Inquiries pertaining to classification guidance on SCI will be directed to the contract monitor listed in 3 above.

6. All SCI furnished to the contractor in support of this contract remain the property of the Department of Defense, or the agency or command that releases it. Upon completion or cancellation of the contract, SCI furnished will be returned to the ASC SSO.

7. This contract requires a **total** of 100 SCI contract billets in order to fulfill the contractual obligations incurred. Access will be granted by the sponsoring government agency. Upon completion or cancellation of the contract, the Contractor SSO will debrief all personnel not required for contract closeout and those billets will be disestablished.

8. An SCI Facility (SCIF), meeting the security requirements for storage of SCI, has been acquired and will be maintained by the contractor. Appropriate co-utilization will be accomplished as required. SCI will be stored and maintained only in such properly accredited facilities at the contractor location.

**ADDENDUM TO DD FORM 254 (Block 11i)
EMISSION SECURITY (EMSEC) REQUIREMENTS
(FORMERLY TEMPEST REQUIREMENTS)**

Page 1 of 2 Pages

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR ALL CLASSIFIED SYSTEMS

1. The contractor shall ensure that compromising emanations (EMSEC) conditions related to this contract are minimized.
2. The contractor shall provide countermeasure assessment data to the Contracting Officer (CO), in the form of an ESAR. The ESAR shall provide only specific responses to the data required in paragraph 3 below. The contractor's standard security plan shall **NOT** be used as a "stand-alone" ESAR response. The contractor shall **NOT** submit a detailed facility analysis/assessment. The ESAR information will be used to complete an EMSEC Countermeasures Assessment Review of the contractor's facility to be performed by the government EMSEC authority using current Air Force EMSEC directives. EMSEC is applied on a case-by-case basis and further information may be required to complete the review. The contractor shall provide this information to the CO when requested. After the evaluation of the ESAR by the government EMSEC authority, additional EMSEC requirements may be necessary. When changes to the information required in paragraph 3 below occurs (including, but not limited to, relocation, additions, or deletions of equipment from the original approved room), the contractors shall notify the CO of these changes. Upon request, the contractor shall submit to the CO a new ESAR, identifying the new configuration at least 30 days before the change occurs. The contractor shall **NOT** commence processing with the new configuration until receiving, as a minimum, interim approval from the CO.
3. *ESAR contents shall include, as a minimum, the following information:
 - a. The specific classification and special categories of material to be processed/handled by electronic means. Include percentage of each classification level used including unclassified (i.e., 5% Top Secret, 10% Secret/SAR, 25% Secret, 60% Unclassified).
 - b. The specific location (complete address, building/room number, or office) where classified processing will be performed. Include identification of any other contractor/company located within 200 meters of the facility.
 - c. Attach a copy of the Defense Investigative Service (DIS) Form 147 to validate physical security and approved storage level of the facility.
 - d. Provide the name, title, and telephone number (commercial and/or DSN) of a point of contact at the facility where processing will occur.
4. The prime contractor shall ensure that all subcontractors and/or vendors comply with EMSEC requirements when performing classified processing related to this contract. The subcontractor will provide the above documentation through their prime to the CO to complete the ESAR.

***NOTE: A copy of your Automated Information System Security Plan(s) (AISSP) will suffice.**

ADDENDUM TO DD FORM 254 (Block 11i)
EMISSION SECURITY (EMSEC) REQUIREMENTS
(FORMERLY TEMPEST REQUIREMENTS)

Page 2 of 2 Pages

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR TOP SECRET SYSTEMS

1. **In addition** to the information required for all classified systems, the following will be required for **Top Secret** processing:

a. Identify the radius (in meters) of the physical control space available around the system, equipment, or facility. Describe the barriers, doors, fences, walls, etc that define the area. Describe the control exercised over the area during duty and nonduty hours. Describe other factors, which contribute to control (i.e., visitor procedures, escort requirements, searches of personnel and/or vehicles, etc).

b. Identify the type and location (relative to the classified system) of any unfiltered/telephone or communication lines, shielded or unshielded twisted pair cables or fiber, underground or unfiltered power lines, conduit, heating and air conditioning ducts, water pipes, etc, that transgress the established controlled area.

c. Describe the building in which the classified system(s) is housed, i.e., concrete block outer walls, 2" X 4" and single ply gypsum board inner walls, true floor to true ceiling walls, metallic (steel) or solid wood doors, windows (if there are windows, describe the type of coverings on them), etc.

d. Diagrams and/or drawings would be extremely helpful.

2. Additional information may be requested upon review of the documentation provided.