

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A1	PAGE 1 of 24		
2. CONTRACT (PROC. INST. IDENT.) NO. F41624-99-D-5000		3. EFFECTIVE DATE 01 OCT 1999		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Schedule			
5. ISSUED BY HSW/PKRH DEPARTMENT OF THE AIR FORCE AFMC 311TH HUMAN SYSTEM WING/PKR 8005 9TH STREET BROOKS AFB TX 78235-5353 PHYLLIS J. MORSE (210) 536-5769 PHYLLIS.MORSE@MIRAGE.BROOKS.AF.MIL		FA8900		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE S3110A DCMC LOCKHEED MARTIN DELAWARE VALLEY MAIL STOP AE-2-W 1 FEDERAL STREET CAMDEN NJ 08102-1013 EFT: T SCD: C PAS: (NONE)			
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) LOCKHEED MARTIN SERVICES, INC. 2339 ROUTE 70 WEST CHERRY HILL NJ 08358-0001 (609) 486-5252				8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)			
				9. DISCOUNT FOR PROMPT PAYMENT N			
				10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO ITEM See Block 12			
CAGE CODE 77609		FACILITY CODE		THE ADDRESS SHOWN IN			
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS-CO/MINUTEMAN P O BOX 182266 COLUMBUS OH 43218-2266			
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION				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 \$49,891,000.00		
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✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	ERROR!	PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS			
✓	C	DESCRIPTION/SPECS./WORK STATEMENT	6	✓	J	LIST OF ATTACHMENTS	24
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✓	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. 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. X 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 PHYLLIS J. MORSE			
19B. Name of Contractor by _____ (signature of person authorized to sign)		19C. Date Signed		20B. United States of America by <i>Phyllis J. Morse</i> (signature of Contracting Officer)		20C. Date Signed 1999 JUNE 21	

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty		Unit Price	
		Purch	Unit	Total	Item Amount

0001

NTC-L ENGINEERING DEVELOPMENT, OPERATIONS & MAINTENANCE & DATA

security: U
nsn: N - NOT APPLICABLE
DD1423 is Exhibit: A
contract type: Y - TIME AND MATERIALS
inspection: DESTINATION
acceptance: DESTINATION
fob: DESTINATION
descriptive data:

THE CONTRACTOR SHALL PROVIDE ENGINEERING DEVELOPMENT, OPERATIONS AND MAINTENANCE SUPPORT IN ACCORDANCE WITH SECTION C, DESCRIPTION/SPECIFICATION/WORK STATEMENT, DATED 28 JAN99 AND SPECIFIC DELIVERY ORDERS AS MAY BE ISSUED HEREUNDER. PROVIDE DATA IN ACCORDANCE WITH EXHIBIT A, THE CONTRACT DATA REQUIREMENTS LIST (CDRL) OF EACH SPECIFIC ORDER AS MAY BE ISSUED HEREUNDER.

0002

SUPPORT FOR CLINS 0001-0006

acrn: U
security: U
nsn: N - NOT APPLICABLE
contract type: S - COST REIMBURSEMENT
inspection: DESTINATION
acceptance: DESTINATION
fob: DESTINATION
descriptive data:

PROVIDE SUPPORT FOR CLINS 0001, 0003, 0005, and 0006 and IN ACCORDANCE WITH SECTION C, DESCRIPTION/SPECIFICATION/STATEMENT OF WORK (SOW), AND THE CONTRACTOR'S STATEMENT OF WORK (CSOW) FOR SPECIFIC ORDERS WHICH MAY BE ISSUED HEREUNDER.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u>	<u>Unit Price</u>
		<u>Purch Unit</u>	<u>Total Item Amount</u>

0003

RESEARCH & RESEARCH SUPPORT - ACES

acrn: U
security: U
nsn: N - NOT APPLICABLE
DD1423 is Exhibit: A
contract type: U - COST PLUS FIXED FEE
inspection: DESTINATION
acceptance: DESTINATION
fob: DESTINATION
descriptive data:

THE CONTRACTOR SHALL CONDUCT RESEARCH AND RESEARCH SUPPORT IN ACCORDANCE WITH SECTION C, DESCRIPTION/SPECIFICATION/WORK STATEMENT, DATED 28 JAN 99 AND SPECIFIC DELIVERY ORDERS AS MAY BE ISSUED. PROVIDE DATA IN ACCORDANCE WITH EXHIBIT A, THE CONTRACT DATA REQUIREMENTS LIST (CDRL) OF EACH SPECIFIC ORDER AS MAY BE ISSUED HEREUNDER.

0004

HARDWARE/SOFTWARE

acrn: U
security: U
nsn: N - NOT APPLICABLE
contract type: Y - TIME AND MATERIALS
inspection: DESTINATION
acceptance: DESTINATION
fob: DESTINATION
descriptive data:

Deliver hardware/software in accordance with Section C, Description/Specifications/Work Statement, Contractor's Statement of Work (CSOW) for specific orders issued hereunder. This CLIN is not separately priced. All costs for this CLIN are included in CLINs 0001 thru 0006, as applicable.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u>	<u>Unit Price</u>
		<u>Purch Unit</u>	<u>Total Item Amount</u>

0005

O&M SUPPORT FOR WSTS

acrn: U
security: U
nsn: N - NOT APPLICABLE
DD1423 is Exhibit: A
contract type: Y - TIME AND MATERIALS
inspection: DESTINATION
acceptance: DESTINATION
fob: DESTINATION
descriptive data:

Provide operations and maintenance support, including critical subcontract labor, for the Weapons Systems Trainers in accordance with paragraph 3.1.1, Section C, Description/Specifications/Work Statement (SOW), hereto and specific orders as may be issued hereunder pursuant to Section H, Para 6, Clause H-024, "Ordering Procedures". Pricing will occur on individual orders. Provide data in accordance with Exhibit A, the Contract Data Requirements List (CDRL), DD Form 1423, in each specific order.

0006

O&M SUPPORT FOR UTDS

acrn: U
security: U
nsn: N - NOT APPLICABLE
DD1423 is Exhibit: A
contract type: Y - TIME AND MATERIALS
inspection: DESTINATION
acceptance: DESTINATION
fob: DESTINATION
descriptive data:

Provide operations and maintenance support, including critical subcontract labor, for the Unit Training Devices in accordance with paragraph 3.1.1, Section C, Description/Specifications/Work Statement (SOW), and specific orders as may be issued hereunder pursuant to Section H, Para 6, Clause H-024, "Ordering Procedures". Pricing will occur on individual orders. Provide data in accordance with Exhibit A, the Contract Data Requirements List (CDRL), DD Form 1423, in each specific order.

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

A. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES

- 5352.216-9001 PAYMENT OF FEE (AFMC) (CPFF) (JUL 1997)
Estimated Cost 'TBD IN EACH ORDER'
Fixed Fee 'TBD IN EACH ORDER'
Applicable to CLINS: '0003'
- 5352.232-9001 IMPLEMENTATION OF LIMITATION OF FUNDS (AFMC) (JUL 1997)
Para (a), CLINS: 'TBD IN EACH ORDER'
Para (a), Time Period ("through" date) : 'TBD IN EACH ORDER [date]'
Para (a), Sum allotted to this contract and available for payment of costs is '\$ TBD IN EACH ORDER '
Para (b), Additional amount obligated is 'TBD IN EACH APPLICABLE ORDER'
Para (b), CLINS: ' __0003 __ '

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

NONE

B. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT

B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 0001, 0004, 0005, 0006 within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

<i>CATEGORIES</i>	<i>HOURLY RATE</i>
<i>SEE SECTION J - ATTACHMENT #2 FOR RATE SCHEDULE FOR ALL YEARS</i>	

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is set forth in applicable orders issued.

B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is to be set forth in each order, if applicable, issued under this contract.

Applicable to the following Line Items: 0002

**STATEMENT OF WORK (SOW) ENGINEERING SUPPORT, RESEARCH,
AND ENGINEERING RESEARCH SUPPORT
FOR THE
NETWORKED TRAINING CENTER (NTC)
28 JAN 1999**

1. **Scope.** This SOW defines the support required in the operations and maintenance of the **NETWORKED TRAINING CENTER (NTC)**, including general and specialized computers and peripheral devices used in the conduct of flying training research. Specific technical support activities will include: analysis of systems and products, engineering development, maintenance, database modeling, supply inventory control and systems enhancement/modification. These activities include operation and maintenance of computer hardware and software. The ultimate goal is to enable aircrews to engage each other in existing or potential threat aircraft in simulated aerial combat to enhance and upgrade training in combat tactics, as well as research of aircrew reactions and psychophysiological measurements. The Air Force Research Laboratory, Warfighter Training Division of the Human Effectiveness Directorate (AFRL/HEA), uses the **NETWORKED TRAINING CENTER (NTC)** at Luke AFB as a Beta Test Site to enhance and test the research developed at, Mesa, AZ, in an operational environment using operational pilots in a training setting. This type of psychophysiological research cannot be performed in the actual aircraft. AFRL/HEA may also use NTC as a test-bed for Distributed Mission Training (DMT) research. This SOW also defines specialized research and engineering research support requirements. Support, to include upgrades and integration, for additional devices such as the F-16 Unit Training Device (UTD) Block 30/42; F-16 Weapons System Trainer (WST) Block 30/42; F-16 Block 50 Trainer; and the TFS-38 Trainer, both on Luke AFB and at other AETC NTC locations may also be required.
- 1.1 **Background.** The **NETWORKED TRAINING CENTER - LUKE (NTC-L)** (formerly known as "ACES"), located at Luke AFB, Arizona, is a flight simulator used for operational training and research. This device is owned, operated and managed by the United States Air Force (USAF) through the Air Education and Training Command (AETC) to develop the skills of F-15 and F-16 pilots in flight maneuvers and in refining air combat maneuvering techniques. It is utilized by AFRL/HEA as a research device to improve performance measurement techniques, further enhancing the aircrew combat potential and as a test bed for psychophysiological research that cannot be performed in the actual aircraft. The NTC-L was designed, developed and built as an Advanced Development effort to provide a computer-driven flight simulator with a full visual system, capable of being programmed with performance and fire control characteristics of various aircraft. It was to be utilized as a pilot trainer and as a tool for development of new combat tactics. Since becoming operational in July of 1975, the NTC-L has received universal acceptance within the air combat community as a viable, worthwhile training device. It is unique in its ability to provide situational awareness and weapons employment training in the aerial combat environment safely and at far less cost than in the aircraft.
- 2.0 **Applicable Documents.** Applicable documents will be addressed in each task order and tailored for specific requirements.
- 3.0 **Requirements.** The contractor shall perform work under specific individual task orders as generally described below:
 - 3.1 **Specialized Research and Engineering Research Support.** Conduct research on and provide specialized engineering support for basic, exploratory development and advanced development research under individual task orders. Each task order's acquisition cycle (cost, schedule, and performance) shall be monitored separately.
 - 3.1.1 **Training Effectiveness.** Conduct engineering analysis/developments and assist in training effectiveness research involving aircrew-training devices (ATDs) and training methods. Research shall include within simulator performance studies and transfer of training experiments involving ATDs, aircraft, and range facilities. Specific research issues shall include: (a) display characteristics (such as contrast, brightness, color, resolution, and image quality); (b) scene content requirements for low-level flight; (c) use of color; (d) field-of-view requirements for air-to-air and air-to-ground tactical mission training; (e) the value of eye-versus head-slaved visual displays; (f) image generator characteristics, such as displayed detail level and update rate, as they relate to form perception, apparent motion and surface conditions. This effort will involve database modeling, software support, hardware integration and calibration, and operational support for actual conduct of research tactics.

- 3.2 Engineering Support.** Provide engineering and technical support to include the operation, maintenance, supply, and inventory control of systems and associated equipment identified in each task order. The contractor shall also perform engineering development in support of research and administer the engineering program. The activities included are:
- 3.2.1 Support a 24-hour, Sunday night through Friday night schedule as specified in individual task orders.
 - 3.2.2 Provide a system Minimum Acceptable Availability Rate (MAAR) for an NTC for available training hours as specified in individual task orders.)
- 3.3 Personnel.** Support all operations of the simulator system and associated equipment such as:
- 3.3.1 Establishing initial setups, preprogramming for varied mission types.
 - 3.3.2 Manning the console during operation, training, and research.
 - 3.3.3 Assisting instructors in conducting the mission, logging operational times and malfunctions and scoring.
 - 3.3.4 Performing engineering and technical support to include replenishment of maintenance and repair parts.
- 3.4 Maintenance.** Provide hardware and software maintenance functions such as:
- 3.4.1 Review the maintenance procedures for accuracy/adequacy and revise or create procedures as necessary.
 - 3.4.2 Maintain the NTC-L air conditioning system and the chiller system used to cool deflection amplifiers.
 - 3.4.3 Perform preventive and corrective maintenance on assigned hardware.
 - 3.4.4 Maintain the existing and new design special purpose and general purpose software to include documentation of maintenance actions and revising/developing manuals as necessary.
 - 3.4.5 Develop, document and maintain system alignment procedures.
 - 3.4.6 Correct design deficiencies that prevent the system from meeting operational requirements.
 - 3.4.7 Calibrate all test equipment to best commercial practices. The Precision Measurement Equipment Laboratory (PMEL), Luke AFB may be used to accomplish some of these requirements.
 - 3.4.8 Reliability and Maintainability factors shall be considered in the procurement/design/development of NTC equipment.
- 3.5 Integrated Logistics Support.** Develop and maintain a program to insure effective, economical utilization of equipment as specified in individual task to include tasks such as:
- 3.5.1 Establishing an initial stock of maintenance and repair parts for an NTC operation.
 - 3.5.2 Replenishing at the initial level or at an approved adjusted level based on past or projected usage rates.
 - 3.5.3 Coordinating and providing liaison activities involving replacement parts.
 - 3.5.4 Maintaining appropriate inventory control documentation logs and records.
 - 3.5.5 Conducting a periodic inventory of all parts and equipment issued or assigned to the contractor for the performance of the contract.
 - 3.5.6 Providing the necessary support to perform shipping and receiving functions as a minimum to include receiving, incoming inspection and storage. USAF packing and transportation services shall be given first consideration on all shipments.
 - 3.5.7 Coordinating all purchase requests/orders ^{in excess of \$500.00 (PE)} with the designated government official.
- 3.6 Engineering Development.** Support aircrew training as specified in individual task orders, to include tasks such as:
- 3.6.1 Establish hardware and software configurations for use in specific experimentations.
 - 3.6.2 Implement system hardware/software refinements which will enhance the system' operation, efficiency and capability.
 - 3.6.3 Recommend design modifications to the government Systems Management Board for approval.
 - 3.6.4 Design, fabricate and document any modification to a NTC facility.

3.7 Program Administration. Manage cost, schedule and performance of the contract as specified in individual task orders. The Program Administration may include tasks such as:

- 3.7.1 Identification, evaluation, and elimination of or control of hazards throughout the system life cycle.
- 3.7.2 Establishment and maintenance of a Resource Protection Program to afford complete and continuous control of all facilities and property under control of the contractor.
- 3.7.3 Development of a Security Program in accordance with the cognizant security office and regulations to provide protection of classified information up to and including SECRET.
- 3.7.4 Development of Associate Contractor agreements to coordinate the transfer of information, through the Air Force, with other on-site contractors.
- 3.7.5 Development of a system to ensure all records are secured, filed, and when necessary, cross-referenced to facilitate access to internal data developed in compliance with contractual tasks.
- 3.7.6 Summarizing all work performed under this contract to include a listing of all scientific and technical papers published during the course of the contract.
- 3.7.7 Record keeping of contractor maintenance man-hour expenditure supporting operational training and research projects on an NTC.
- 3.7.8 Attending meetings to assist the Government-chaired Systems Management Board.
- 3.7.9 Develop and implement a Quality Assurance Program to meet the intent of ISO9000.
- 3.7.10 Develop and implement a Software Quality Program.
- 3.7.11 Conduct Quarterly Program Reviews

3.8 Building Security. Provide security of NTC bay(s), contractor offices, shop areas and equipment storage areas when Air Force personnel are not present.

3.9 Visits and Inspections. All contractor services, facilities equipment, materials, documentation, operations, maintenance functions and performance are subject to monitoring by the Air Force

3.10 Contractor Facilities. The government will provide office space at: **TBD IN SPECIFIC ORDERS AS APPLICABLE, AND** as specified in Section H, Clause 5352.245-9000, entitled "Base Support".

- 3.10.1 **Telephone Service.** The contractor shall be responsible for procuring commercial class telephone service for areas of responsibility.
- 3.10.2 **Housekeeping.** The contractor shall be responsible for maintaining areas of operation in a neat, orderly and safe condition. Specifically the simulator bays, computer rooms, maintenance areas and other areas under their sole control.

3.11 Deliverables. The contractor shall be required to develop and submit data by Contract Data Requirements List (DD1423) issued with individual task orders to include Data Item Descriptions selected from the following list:

DI-MGMT-81453	DATA ACCESSION LIST (DAL)
DI-ADMN-80447	CONTRACT SUMMARY REPORT
DI-FNCL-80331	FUNDS AND MANHOUR EXPENDITURE REPORT
DI-IPSC-81439	SOFTWARE TEST DESCRIPTION
DI-IPSC-81440	SOFTWARE TEST REPORT
DI-IPSC-81446	COMPUTER SYSTEMS OPERATOR'S MANUAL
DI-IPSC-81443	SOFTWARE USER'S MANUAL
DI-IPSC-81447	COMPUTER PROGRAMMING MANUAL
DI-MCCR-80700	COMPUTER SOFTWARE PRODUCT END ITEMS
DI-MGMT-80004	MANAGEMENT PLAN
DI-MGMT-80227	CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT
DI-MGMT-80386	STATUS REPORT
DI-MISC-80711	SCIENTIFIC AND TECHNICAL REPORTS
DI-QCIC-81110	INSPECTION AND TEST
DI-ADMN-81373	PRESENTATION MATERIAL

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

A. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)
5352.247-9011 PACKAGING AND MARKING OF HAZARDOUS MATERIALS (AFMC) (SEP 1998)

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)
52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
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)

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

A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT

E002 REQUIREMENTS FOR DATA ACCEPTANCE (PERIODIC DD FORM 250) (MAY 1997)

The Contractor shall prepare and submit a periodic DD Form 250 upon completion of each Task Order, collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. Each periodic DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998)

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

56TRS/ACES, 7026 N. 141st AVE., BLDG. 617, LUKE AFB, AZ 85309-1663.

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office: Procuring Contracting Officer, 311th HSW/PKR, 8005 9th Street, Brooks AFB, TX 78235-5353.

E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998)

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the Program Manager, Air Force Research Laboratory, AFRL/HEA, Bldg 561, 6030 So Kent., MESA, AZ 85212-0904 AND/OR by the Co-Program Manager (on site), 56TRS/ACES, 7026 N. 141st AVE., BLDG. 617, LUKE AFB, AZ 85309-1663.

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

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

A. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES IN FULL TEXT

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

The Contractor shall ensure that proposed carrier's rates are equal to or better than rates available to the Government. Contact the transportation officer for this contract, as identified by the Administrative Contracting Officer, for confirmation that the proposed carrier's rates are no higher than those otherwise available to the Government. List the shipping costs on the invoice to the Government and attach a copy of the carrier's billing. Failure to properly annotate the invoice and provide a copy of the carrier's billing may result in those costs not being reimbursed or only partially reimbursed.

A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT

F002 PERIOD OF PERFORMANCE (FEB 1997)

Period of performance under this contract shall be 01 OCT 1999 - 30 SEP 2005 .

F003 CONTRACT DELIVERIES (FEB 1997)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
- (b) "WARO" means "weeks after the effective date for award of the contractual action".
- (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

F005 DELIVERY OF REPORTS (OCT 1998)

(i) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List, attachments, or as incorporated by reference.

(ii) All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO). The addresses are set forth on the contract award cover page. All other address(es) and code(s) for consignee(s) are as set forth in the contract or incorporated by reference.

F007 SHIPMENT ADDRESS (SEP 1997)

56TRS/ACES, ATTN: KENNETH PENTTINEN, 7026 NO. 141st AVE., BLDG. 617, LUKE AFB, AZ 85309-1663.

G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997)

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

G014 FINAL PATENT REPORT (OCT 1997)

In accordance with 5327.305-3(b)90, the Administrative Contracting Officer shall forward the final patent report (e.g., DD Form 882, Report of Inventions and Subcontracts) and any related information to 311th HSW/JAZ, 8005 CHENNAULT RD., BROOKS AFB, TX 78235-5313.

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is 52-1813509.

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

A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT

H011 GUARANTEED FINAL REPORT (FEB 1997)

If this contract is terminated prior to completion, the Contractor agrees to provide a final report in accordance with Exhibit A, Data Item TBD IN EACH ORDER . During the life of the contract, the contractor shall continuously reserve sufficient funds from the amount allotted to guarantee the preparation and delivery of said final report.

H014 SUCCESSOR CONTRACTOR (SEP 1997)

(a) This contract represents a continuing need of the Government, and as such, it is anticipated that, upon completion or termination of this contract, another contract for substantially the same effort will be executed. In the event that another Contractor is selected as the "successor" Contractor, it is mutually agreed and understood that the Government interests in such a case may be best served through employment by the successor Contractor of Contractor employees who may be acceptable to the successor Contractor and who otherwise elect to accept employment with the successor Contractor.

(b) The Contractor agrees to preserve and make available to the Contracting Officer, if requested, copies of all records and other documentation, developed or acquired under this contract or preceding contracts for this effort, regarding performance of the work required by this contract.

(c) The Contractor agrees to cooperate fully with the Government and any successor Contractor to ensure an orderly transition at the end of this contract. The Contractor shall:

(1) Make available to the Contracting Officer, upon request, the names, job titles, and duties of all employees who have worked under this contract;

(2) Permit current employees to be interviewed for possible employment by a successor Contractor;

(3) Provide, as requested, an orientation for a maximum of 30 successor Contractor employees during the final sixty (60) days of this contract.

H018 CONFIGURATION REVIEWS/AUDITS (FEB 1997)

The reviews/audits required by this contract will be performed on the dates and at the locations specified below:
TBD IN EACH ORDER.

H023 INDEFINITE QUANTITY (SEP 1997)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which Orders may be issued is set forth in paragraph 2.0 of the attached Statement of Work. The maximum dollar amount the Government may order under this contract is \$49,891,000.00; the minimum amount is \$1,354,008.00 .

H024 ORDERING PROCEDURES (SEP 1997)

(a) Orders will be issued by a Procuring Contracting Officer in accordance with the Ordering clause of this contract. However, the following procedures shall be used for negotiation of orders.

(1) The Contracting Officer will provide the Contractor with a copy of the notification of each proposed Order which will include a Statement of Objectives (SOO) describing the objectives of the work to be performed and desired completion date.

(2) The Contractor shall then meet in a government/contractor Integrated Process Team (IPT), reach full

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

understanding of the government requirements, and finally present the technical approach to meeting these requirements. Upon conclusion of the IPT meetings, the contractor shall: (i) submit to the Contracting Officer a brief technical discussion describing how the work will be performed; (ii) a Contractor's Statement of Work (CSOW); (iii) submit a cost proposal in Standard Form 1411 format, identifying labor categories and number of hours within each category required for the performance of the proposed work; (iv) identify and provide rationale for all non-labor cost elements required for performance; and (v) identify any Government property required for performance.

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue an Order directing the Contractor to commence performance, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any Order. In the event issues pertaining to a proposed work cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed work. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the Disputes clause or the Contract Disputes Act.

(b) The Contractor is not authorized to commence performance prior to issuance of the Order by the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

(a) Three (3) copy(ies) to: Office of Public Affairs, HSC/PA, 2510 Kennedy Drive, Suite 1, Brooks AFB, TX 78235-5120

(b) One (1) copy(ies) to: Contracting Officer, Ms. Phyllis J. Morse, 311th Human Systems Wing (AFMC), 8005 9th Street, Bldg 626, Brooks AFB, TX 78235-5352

(c) Three (3) copy(ies) to: Program Manager, Capt. Kent Hennings, AFRL/HEA, 6030 So. Kent., Bldg 561, Mesa, AZ 85212-0904.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: F41624-99-R-5000

H040 LOCKHEED MARTIN SERVICES GROUP AFFILIATION (APR 1998)

LOCKHEED MARTIN SERVICES, INC., (whose ultimate parent company is the LOCKHEED MARTIN CORPORATION) shall be permitted to use any ultimately wholly-owned subsidiary, division, or business unit of the LOCKHEED MARTIN CORPORATION to perform the requirements of this contract. It is understood and agreed that the above mentioned performance shall not be considered as a subcontract, but as a transfer between divisions or subsidiaries of the contractor, and that the allowability of cost shall be determined in accordance with FAR 31.205-26(a). any such subsidiary, division, or business unit performing under this contract shall be doing so on behalf of LOCKHEED MARTIN SERVICES, INC. who shall retain total responsibility hereunder.

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:

FAR: FAC 97-10; DFAR: DCN19990325; DL: DL 98-021; Class Deviations: CD 98-00014; AFFAR: 1996 Edition; AFMCFAR: AFMCAC 97-3; AFAC: AFAC 96-1; 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 DEFINITION (OCT 1995)
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 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
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 (OCT 1997)
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-02 AUDIT AND RECORDS -- NEGOTIATION (AUG 1996)
52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
Applicable to Lockheed Martin Services, Inc. only
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997); ALTERNATE II (OCT 1997); AND ALTERNATE III (OCT 1997)
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: '3-1/2" FLOPPY DISC, COMPATIBLE WITH MS OFFICE 97/EXCEL 4.0 AND WORD 7.0, OR SUBMIT VIA E-MAIL: phyllis.morse@mirage.brooks.af.mil.
52.216-07 ALLOWABLE COST AND PAYMENT (APR 1998)
52.216-08 FIXED FEE (MAR 1997)
52.216-18 ORDERING (OCT 1995)
Para (a), Issued from date is '01 OCT 1999'
Para (a), Issued through date is '30 SEP 2004.'
52.216-19 ORDER LIMITATIONS (OCT 1995)
Para (a), Dollar amount or quantity is '\$1,000,000.00'
Para (b)(1), Dollar amount or quantity is '\$49,891,000.00'
Para (b)(2), Dollar amount or quantity is '\$49,891,000.00'
Para (b)(3), Number of days is '15'
Para (d), Number of days is '10'

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
Para (d), Date is '30 OCT 2005'
- 52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAR 1999)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) - ALTERNATE II (JAN 1999)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (JAN 1999)
- 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (JAN 1999)
Para (b), If the Contractor exceeds its total monetary target for subcontracting of small disadvantaged business concerns in the authorized SIC Major Groups, it will receive: '1 %'
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is '\$0.00'
- 52.222-03 CONVICT LABOR (AUG 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- 52.223-02 CLEAN AIR AND WATER (APR 1984)
- 52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
Para (b), Material Identification No: 'TBD'
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
- 52.223-06 DRUG-FREE WORKPLACE (JAN 1997)
- 52.223-10 WASTE REDUCTION PROGRAM (OCT 1997)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)
- 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- 52.225-10 DUTY-FREE ENTRY (APR 1984)
- 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- 52.226-01 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (MAY 1999)
- 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)
- 52.228-05 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997)
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
- 52.232-25 PROMPT PAYMENT (JUN 1997)
Para (b)(1), Contract financing payments shall be made on the 'N/A'
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

PART II - CONTRACT CLAUSES
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- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
CO shall insert date, days after award, days before first request, date specified for receipt of offers or "concurrent with first request"; otherwise, if not prescribed, insert "no later than 15 days prior to submission of the first request for payment. 'no later than 15 days prior to submission of the first request for payment'
- 52.233-01 DISPUTES (DEC 1998)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
- 52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)
- 52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is '10'
Para (d), Number of calendar days is '15'
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'NONE'
Para (k), the following subcontracts which were evaluated during negotiations: 'BOEING COMPANY AND "TBD" IN INDIVIDUAL ORDERS AS APPLICABLE'
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE II (AUG 1998)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'NONE'
Para (k), the following subcontracts which were evaluated during negotiations: 'BOEING COMPANY AND "TBD" IN INDIVIDUAL ORDERS AS APPLICABLE'
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
- 52.245-18 SPECIAL TEST EQUIPMENT (FEB 1993)
- 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- 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)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MARCH 1999) (MAR 1999)
- 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
- 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

PART II - CONTRACT CLAUSES
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- 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)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
- 252.223-7001 HAZARD WARNING LABELS (DEC 1991)
Para (c), Material: 'TBD IN SPECIFIC ORDERS AS APPLICABLE'
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)
Supplies accorded duty-free entry are: 'TBD IN SPECIFIC ORDERS AS APPLICABLE'
- 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS (MAR 1998)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 1999)
- 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 (AUG 1998)
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997)
- 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAR 1998)
- 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (OCT 1992)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
- 252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM (MAR 1998)
- 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS (MAR 1998)
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)
Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: 'HQ AFSFC/SFPT; telephone (210) 671-0927/0928'
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
- 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
- 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (OCT 1988)
- 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
Para (a), Contract line items incrementally funded (first item number) '0001'
Para (a), Contract line items incrementally funded through (last item number) '0002'
Para (a). Sum of the total price that is presently available for payment and allotted to this contract is 'TBD IN SPECIFIC ORDER AS APPLICABLE'
Para (i), On execution of the contract, the funds available: 'TBD IN SPECIFIC ORDER AS APPLICABLE'
MonthDay199X: 'TBD IN SPECIFIC ORDER AS APPLICABLE'
Funds allotted: 'TBD IN SPECIFIC ORDER AS APPLICABLE'
MonthDay199X: 'TBD IN SPECIFIC ORDER AS APPLICABLE'
Funds allotted: 'TBD IN SPECIFIC ORDER AS APPLICABLE'
MonthDay199X: 'TBD IN SPECIFIC ORDER AS APPLICABLE'
Funds allotted: 'TBD IN SPECIFIC ORDER AS APPLICABLE'
- 252.232-7009 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

- 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
Para (a), name of contracting agency(ies): 'AIR FORCE RESEARCH LABORATORY, HUMAN EFFECTIVENESS DIRECTORATE, WARFIGHTER TRAINING RESEARCH DIVISION, MESA, AZ AND AIR EDUCATION AND TRAINING COMMAND, 56/TRS/ACES, LUKE AFB, AZ'
Para (a), contract number(s): 'F41624-99-D-5000'
Para (b), name of contracting agency(ies): 'AIR FORCE RESEARCH LABORATORY, HUMAN EFFECTIVENESS DIRECTORATE, WARFIGHTER TRAINING RESEARCH DIVISION, MESA, AZ AND AIR EDUCATION AND TRAINING COMMAND, 56/TRS/ACES, LUKE AFB, AZ'
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (MAY 1995)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
- 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)
Para (f), Contractor's address is 'Lockheed Martin Services, Inc., 2339 Route 70 West, Cherry Hill, NJ 08358-0001'
Para (f), Government remittance address is '56TRS/ACES, Attn: Mr Kenneth Penttinen, 7026 No. 141st Ave, Bldg 617, Luke AFB AZ 85309-1663'

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)
- 5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)
Para (d), Substances are 'TBD in specific orders as applicable'
- 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
- 5352.235-9000 SCIENTIFIC/TECHNICAL INFORMATION (STINFO) (MAY 1996)
- 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)
Para (b), Any additional requirements to comply with local security procedures 'letter of requirement and authorization signed by 56TRS Project Officer'

D. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES

- 5352.215-9009 TRAVEL (AFMC) (JUL 1997)
Para (b), Contractor's address: 'Lockheed Martin Services, Inc., 2339 Route 70 West, Cherry Hill NJ 08358-0001'
- 5352.217-9010 ASSOCIATE CONTRACTOR AGREEMENTS (AFMC) (JUL 1997)
Para (a), Name of the Program or Project 'NETWORKED TRAINING CENTER'
Para (h), Associate Contractors, Address and Program/Contract(s) are:
'HUGHES TRAINING INC., PO BOX 619490, DFW AIRPORT, TX, 75261-9490, "CLS FOR O&M FOR WST's FOR F-16 ATCs", F42630-95-0552
HUGHES TRAINING INC., 2200 ARLINGTON DOWNS, ARLINGTON, TX, 76011-6382'
"SUPPORT OF F-15/F-16 UNIT TRAINING DEVICES", F33657-92-C-0003
- 5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (JUL 1997)
Subcontracting plan contained in 'Lockheed Martin Services, Inc. Small, Small Disadvantaged and Women-owned Small Business Master Subcontracting Plan'
Date is '1 Oct 96 - 30 Sep 99'
Small business goal percentage is '20 %'
Small disadvantaged business goal percentage is '5 %'
Women-owned small business goal percentage is '5 %'
- 5352.223-9000 USE OF HAZARDOUS MATERIALS IN THE PERFORMANCE OF ON-BASE CONTRACTS (AFMC) (JUL 1997)
Para (b), Specified time period is '___ TBD ___'

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- Para (b), Locally Specified Quantity of Material 'TBD'
Para (c), Form Number of Contractor Hazardous Material Report is 'TBD'
Para (c), Installation is 'Luke AFB, AZ'
Para (c), Appropriate Office is 'Hazardous Material Support Center'
Para (c), Telephone Number is 'TBD'
- 5352.225-9000 LAW COVERING CONTRACTS (AFMC) (JUL 1997)
5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)
5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)
5352.231-9001 SEGREGATION OF COSTS (AFMC) (JUL 1997)
CLINs 'EACH RESPECTIVE CLIN ON INDIVIDUAL TASK ORDERS'
5352.235-9001 KEY POSITIONS AND MINIMUM QUALIFICATIONS (AFMC) (JUL 1997)
Contractor's Qualifications by Key Position (Job Title) and Minimum Qualifications (Education and Experience)
- 'PROGRAM MANAGER** *BACHELOR OF SCIENCE IN EITHER ELECTRICAL OR CIVIL ENGINEERING AND A MINIMUM OF 10 YEARS DIRECT ENGINEERING MANAGEMENT EXPERIENCE*
- ENGINEERING MANAGER** *BACHELOR OF SCIENCE IN EITHER ELECTRICAL OR CIVIL ENGINEERING AND A MINIMUM OF 5 YEARS DIRECT ENGINEERING MANAGEMENT EXPERIENCE*
- SYSTEMS ENGINEER** *BACHELOR OF SCIENCE IN ELECTRICAL ENGINEERING AND A MINIMUM OF 6 YEARS EXPERIENCE IN A RELATED FIELD*
- AERONAUTICAL ENGINEER** *BACHELOR OF SCIENCE IN AERONAUTICAL ENGINEERING WITH A MINIMUM OF 8 YEARS EXPERIENCE IN A RELATED FIELD*
- SENIOR SOFTWARE ENGR** *BACHELOR OF SCIENCE IN EITHER SOFTWARE ENGINEERING, CIVIL ENGINEERING, OR MATHEMATICS WITH A MINIMUM OF 6 YEARS EXPERIENCE IN A RELATED FIELD*
- QUALITY ENGINEER - HW/SW** *BACHELOR OF SCIENCE IN EITHER ELECTRICAL OR CIVIL ENGINEERING OR MANAGEMENT WITH A MINIMUM OF 5 YEARS EXPERIENCE IN A RELATED FIELD*
- CONFIG. MGMT. SPCLST.** *BACHELOR OF SCIENCE IN EITHER MANAGEMENT OR TECHNICAL WITH A MINIMUM OF 3 YEARS EXPERIENCE IN A RELATED FIELD*
- INTEGRATED LOGSTS SPCLST.** *BACHELOR OF SCIENCE IN EITHER MANAGEMENT OR TECHNICAL WITH A MINIMUM OF 3 YEARS EXPERIENCE IN A RELATED FIELD*
- *Degree requirement can be met with a combination of both experience and education in a directly related field or with eight years of directly related experience to substitute for a Bachelors Degree or four years for an Associates Degree.**
- 5352.237-9001 CONTRACTOR IDENTIFICATION (AFMC) (JUL 1997)
5352.244-9000 DELETION OF ADVANCE NOTIFICATION/CONSENT REQUIREMENT FOR SUBCONTRACTS (AFMC) (JUL 1997)
List of Subcontracts 'THE BOEING COMPANY AN "TBD" IN INDIVIDUAL ORDERS AS APPLICABLE'
- 5352.245-9000 GOVERNMENT- FURNISHED PROPERTY (GFP) (AFMC) (JUL 1997)
FOB Site 'DESTINATION'
List Government Property by Item Number, NSN, Noun, Part Number, Quantity and Delivery Date 'SEE SECTION J, ATTACHMENT 2.'
- 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)
Alt I, Para (e), List Installations 'LUKE AFB, AZ'
Alt I, Para (f), List Support Items 'OFFICE SPACE FOR APPROXIMATELY 30 CONTRACTOR PERSONNEL, CLASS "C" TELEPHONES, OFFICE FURNITURE, UTILITIES'
- 5352.245-9010 SPECIAL TEST EQUIPMENT (AFMC) (JUL 1997)
"Contract Price" or "Estimated Cost" or "Target Cost" 'F41624-99-D-5000'
List Special Test Equipment to be Fabricated or Acquired or Complete Attachment Number '3 AND 4'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by 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/>

B. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and letter of requirement and authorization signed by 56TRS Project Officer [insert any additional requirements to comply with local security procedures] to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

C. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES IN FULL TEXT

5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)

(a) The Air Force has entered into contracts with RAYTHEON, INC. for services to provide LOGISTIC SUPPORT FOR WEAPON SYSTEMS TRAINERS AND UNIT TRAINING DEVICES, RESPECTIVELY .

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve LOGISTIC SUPPORT AND MAINTENANCE .

(c) In the performance of this contract, the Contractor agrees to cooperate with RAYTHEON, INC. by: ALL OF THE FOLLOWING: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel).

(d) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(e) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(f) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

5352.215-9009 TRAVEL (AFMC) (JUL 1997)

(a) The Contractor may be required to travel within the contiguous United States and overseas. The Contractor may be required to travel by Government-provided transportation. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the Contracting Officer. Travel requirements will be identified, proposed, and negotiated in individual task orders on a cost-reimbursement basis. Billable travel costs are air fare, ground transportation, and per diem costs, not labor hours. The Contractor shall be responsible for obtaining any passports or visas and making travel arrangements to and from any CONUS location.

(1) Per diem, air fare, and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. All travel within overseas areas shall be approved in advance by the Contracting Officer.

(2) The Government may provide travel to and from overseas work sites via Air Mobility Command (AMC) flights, if available. AMC travel fees may be Contractor-paid and invoiced to the Government. The Government will be responsible for obtaining travel clearances and issuance of any required special orders.

(b) Use of AMC transportation shall be approved in advance by the Contracting Officer or designee. Orders authorizing AMC travel will specify the Contractor's Customer Identification Code (CIC). If the Contractor does not have CIC number, the orders will state "special account handling: billing for AMC transportation will be forwarded to TBD ." Use of AMC transportation is subject to availability.

(c) The travel **TBD IN EACH ORDER** is intended to pay for travel occurring at the direction of the Government, performed in conjunction with a specific trip authorized in a task order. Travel by clerical support personnel shall be approved in advance by the Contracting Officer.

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

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
EXHIBIT A	2	30 DEC 1998	DD FOR 1423, CONTRACT DATA REQUIREMENTS LIST (INSTRUCTIONS ONLY)NOTE: ACTUAL CDRLs WILL BE INCLUDED IN EACH TASK ORDER ISSUED
ATTACHMENT 1	2	07 MAY 1999	DD FORM 254 - CONTRACT SECURITY CLASSIFICATION WITH ADDENDUMS
ATTACHMENT 2	1	26 MAR 1999	REQUIRED CONTRACT EXPERIENCE AND T&M WAGE TABLE
ATTACHMENT 3	1	30 DEC 1998	GOVERNMENT FURNISHED EQUIPMENT
ATTACHMENT 4	1	30 DEC 1998	INVENTORY OF REPAIR PARTS

INSTRUCTIONS FOR COMPLETING DD FORM 1423
(See DoD 5010 12-M for detailed Instructions)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DO Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

DD254 continuation:

d. "Authorized for Release to (Name of country (ies) /international organization"

The above is abbreviated "REL _____."

This marking shall be used when it is necessary to identify classified intelligence material that the US Government Originator has predetermined to, be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

2. Procedures Governing Use of Control Markings.

a. Any recipient desiring to use intelligence-in manner contrary to the restrictions established by the control markings set forth above shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator should insure that prompt consideration is given to recipient's requests in these regards, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a test suitable for release subject to lesser or no control markings.

b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.

c. The control markings in paragraph one shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12356 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

Sec J -- Atch 1

continued

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control-Markings of Intelligence Information

a. "Warning Notice - Intelligence Sources and Methods Involved (WNINTEL)"

(1) This marking is used with a security classification, to identify information whose sensitivity requires constraints on its further dissemination and use. This marking may be used only on intelligence which identifies or would reasonably permit identification of an intelligence source or method which is susceptible to countermeasures that could nullify or reduce its effectiveness.

(2) To avoid confusion as to the extent of dissemination and use restrictions governing the information involved, the marking may not be used in conjunction with special access of SCI controls. This marking may be abbreviated as "WNINTEL" or as "WN".

b. Dissemination and Extraction of Information Controlled by Originator (ORCON)"

This marking is used with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used only on intelligence which clearly identifies or would reasonable permit ready justification of an intelligence source or method which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may be used when an item of information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and safeguarding procedures of the security classification system.

c. "Not Releasable to Foreign Nationals (NOFORN)"

This marking is used with a security classification to identify intelligence that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the National Disclosure Policy.

3. Release of Classified and Unclassified Information to Foreign Government and their Representatives. Any military activity or defense contractor receiving a request from a foreign government, or a representative thereof, for classified and/or unclassified information about this program shall forward the request to the servicing Contracting Office. For Brooks AFB, the Foreign Disclosure Policy Office, AL/XPPL, ext. 4-2830, Bldg 125, Rm. 261, shall also be included in this coordination phase. This does not apply to exchange of information on approved foreign military sales programs.

Addendum 1
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Page 1 of 1

GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

1. Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence sets up additional requirements and controls for intelligence in the possession of contractors. The contractor shall:

- a. Maintain accountability for all intelligence released in his or her custody.
- b. Not reproduce any intelligence without the written permission of the releasing agency. If permission is granted, each copy is controlled in the same manner as the original.
- c. Not destroy any intelligence without advance approval of the releasing agency.
- d. Restrict access to only those individuals who possess the required security clearances and who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, other government agencies, and private individuals or organizations are prohibited unless authorized in writing by the releasing agency.
- e. Not release any intelligence material to foreign nationals or immigrant aliens whether or not they are also consultants, U.S. contractors, or employees of the contractors, and regardless of the level of their security clearance except with advance written permission from the originator.
- f. Ensure that each employee having access to any intelligence material is fully aware of the special requirements for this material and maintains records in manner that permits the contractor to furnish on demand, the names of individuals who have had access to the material in their custody.

2. Returning Intelligence to the United States Air Force. Upon completion or termination of the classified contract, or sooner, when the purpose of the release has been served, the contracting officer shall ensure that the contractor returns all intelligence (furnished or generated), unless retention or destruction is authorized in writing by the originator of the intelligence, or Senior Intelligence Officer (SIO) of the releasing command of the level of their security clearance, except with advance written permission from the releasing agency.

- Insure each employee having access to intelligence material is fully aware of the special security requirements for this material and maintains records in a manner that permits the contractor to furnish on demand, the names of individuals who have had access to the material in their custody.

Addendum 2
Sec J - Atch 1
Page 1 of 1

SPECIAL REQUIREMENTS FOR CLASSIFIED INTELLIGENCE

The HSC Director of Intelligence is the Senior Intelligence officer (SIO) at Brooks AFB, Texas. The SIO is authorized to approve release of intelligence material to U.S. Contractors.

a. The administrative contracting officer shall ensure all classified intelligence information is promptly returned through the program manager to HSC/IN, unless retention or destruction is authorized in writing by the originator of the intelligence or by HSC/IN.

b. Intelligence re leased to a contractor for one specific contract does not authorize *its* use for another contract.

c. The contractor shall:

- Maintain accountability for all classified intelligence released to their custody (including CONFIDENTIAL information).

- If additional copies of intelligence are required, obtain the approval of the releasing agency. Do not reproduce intelligence without the written permission of the releasing agency. If permission is granted, each copy is controlled in the same manner as the original. The only exception to reproducing classified intelligence in support of the contract, without approval of the releasing agency, is if the reproducible items are to be incorporated in their entirety into the draft/final report of documents to be delivered to the government.

- Not destroy any intelligence without prior approval.

- *Agree that all intelligence released to them, all reproductions, and all other material generated (including authorized reproductions) is the property of the U.S. Government and will be returned upon request of the sponsoring agency or expiration date of he contract, whichever comes first.*

- *Restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract. Further dissemination to other contractors, other government agencies, and private individuals or organizations is prohibited unless authorized in writing by the releasing agency.*

- Not release intelligence material to foreign nationals or immigrant aliens whether or not they are also consultants, U.S. contractors, or employees of the contractor, and regardless COMSEC and/or Cryptographic Access

The contractor is governed by DoD 5220.22-S. COMSEC Supplement to the Industrial Security Manual for Safeguarding Classified Information. Access to COMSEC material/information is restricted to U.S. citizens holding final U.S. Government clearance and is not releasable to persons holding only a reciprocal clearance. Brief persons requiring COMSEC access IAW DoD 5220.22-S NOTE: The COMSEC/crypto briefing applies only to the use and control of crypto equipment and specialized COMSEC publications. NACSIM/NACSEM documents are not COMSEC controlled material. Access to classified COMSEC information is required at the TOP SECRET, SECRET, or CONFIDENTIAL level. Additionally, crypto-graphic information/equipment is retained in a contractor facility COMSEC account IAW DoD 5220.22-S. The Air Force program/project manager designates the number or personnel requiring crypto-graphic access. The number is limited to the minimum necessary and on a strict need-to-know basis.

Addendum 3
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Page 1 of 1

SECTION J – ATTCHMENT 2 (Revision 001)
REQUIRED CONTRACT LABOR EXPERIENCE/WAGE TABLE

POSITION	DEGREE	TYPE	EXPERIENCE
Program Manager	BS	EE,CE,	Min 10 years eng. mgmnt experience
Administrative Assistant	HS+		Min 4 years administrative experience
Engineering Manager	BS	EE,CE	Min 5 years Engineering Management
Systems Engineer	BS	EE	Min 6 years experience in a related field
Aeronautical Engineer	BS	AE	Min 8 years experience in a related field
Senior Software Engineer	BS	SE,CE,MATH	Min 6 years experience in a related field
Software Engineer	BS	SE,CE,MATH	Min 4 years experience in a related field
Electronics/Electrical Engineer	BS	EE,EET	Min 4 years experience in a related field
Quality Engineer HW/SW	BS	EE,CE,MGMT	Min 5 years experience in a related field
Configuration Mgmt Spec	BS	MGMT, TECH	Min 3 years experience
Integrated Logistics Spec	BS	MGMT, TECH	Min 3 years experience
Engineering Data Specialist	AAS		Min 3 years experience in a related field
Operations Support Manager	BS	MGMT, TECH	Min 7 years experience in a related field
Field Engineer II	BS	TECH	Min 8 years experience in a related field
Field Engineer I	AAS	TECH	Min 4 years experience in a related field
Field Engineer	AAS	TECH	0-4 years experience in a related field
Operational Maintenance Tech	HS/GED	None	
Facility Maintenance Tech	NONE	None	
Senior Simulation Specialist	BS	Eng,Math,Phy,CS	Min 10 years experience in a simulation
Engineering Specialist	BS	Eng,Math,Phy,CS	0-4 years experience in eng. specialty
Intermediate Software Engineer	BS	Eng,Math,Phy,CS	Min 10 years exp. in sim. eng. specialty

HOURLY WAGES

POSITION	<u>FY 2000</u>	<u>FY 2001</u>	<u>FY 2002</u>	<u>FY 2003</u>	<u>FY 2004</u>	<u>FY2006</u>
Program Manager	\$54.23	\$56.02	\$57.87	\$59.79	\$61.76	\$63.80
Administrative Assistant	\$21.68	\$22.40	\$23.13	\$23.90	\$24.68	\$25.50
Engineering Manager	\$45.90	\$47.42	\$49.00	\$50.61	\$52.29	\$54.00
Systems Engineer	\$43.61	\$45.05	\$46.53	\$48.07	\$49.56	\$51.31
Aeronautical Engineer	\$48.53	\$50.05	\$51.87	\$53.81	\$55.78	\$57.88
Senior Software Engineer	\$40.65	\$42.00	\$43.38	\$44.82	\$46.29	\$47.84
Software Engineer	\$29.15	\$30.12	\$31.13	\$32.16	\$33.22	\$34.34
Electronics/Electrical Engr	\$32.05	\$33.09	\$34.18	\$35.32	\$36.48	\$37.68
Quality Engineer HW/SW	\$26.48	\$37.36	\$28.27	\$29.19	\$30.15	\$31.14
Configuration Mgmt Spec	\$27.05	\$27.95	\$28.87	\$29.83	\$30.81	\$31.84
Integrated Logistics Spec	\$25.66	\$26.49	\$27.38	\$28.28	\$29.21	\$30.17
Engineering Data Specialist	\$20.72	\$21.40	\$22.10	\$22.83	\$23.56	\$24.37
Operations Support Manager	\$34.75	\$35.92	\$37.09	\$38.32	\$39.60	\$40.89
Field Engineer II	\$30.22	\$31.25	\$32.28	\$33.34	\$34.45	\$35.57
Field Engineer I	\$23.74	\$24.52	\$25.32	\$26.16	\$27.02	\$27.90
Field Engineer	\$23.93	\$24.73	\$25.53	\$26.37	\$27.24	\$28.14
Operational Maintenance Tech	\$20.52	\$21.21	\$21.90	\$22.64	\$23.38	\$24.15
Facility Maintenance Tech	\$13.31	\$13.75	\$14.21	\$14.67	\$15.14	\$15.64
Senior Simulation Specialist	\$58.20	\$60.06	\$62.12	\$64.27	\$66.52	\$68.75
Engineering Specialist	\$ 0.00	\$36.03	\$37.22	\$38.44	\$39.71	\$41.02
Intermediate Software Specialist	\$ 0.00	\$ 0.00	\$39.20	\$40.50	\$41.83	\$43.21

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GOVERNMENT FURNISHED PROPERTY

The floppy disk containing the Government Furnished Property as set forth in the solicitation is hereby incorporated by reference and the disk is maintained in the official contract file in the contracting office.

REPAIR PARTS INVENTORY

The floppy disk containing the Repair Parts Inventory as set forth in the solicitation is hereby incorporated by reference and the disk is maintained in the official contract file in the contracting office.

RUSH - FREEDOM OF INFORMATION ACT

FREEDOM OF INFORMATION ACT REQUEST <i>(Processing instructions on reverse)</i>		CASE NUMBER 04-452LK	SUSPENSE 20040810
I. FOIA OFFICE PROCESSING ACTIONS			
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	1. REQUESTER INVOKED FOIA AND OWES NO OUTSTANDING FEES	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	2. REQUEST IS REASONABLY DESCRIBED	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> WAIVE	<input checked="" type="checkbox"/> REQUESTER WILL PAY \$100
TO AFRL/MLKH or Det 1 AFRL/PK, Linda Sampson/Mike Weaver. WPAFB OH 45433		FROM 88 CG/SCCM (Base FOIA Office) Lynn Kane x48189 WPAFB OH 45433	
<input checked="" type="checkbox"/> INITIAL SEARCH ACTION		<input type="checkbox"/> APPEAL ACTION	
<input checked="" type="checkbox"/> RECORD TIME EXPENDED ON DD FORM 2086			
REMARKS F41624-99-D-5000. Please follow Directions for Completing FOIA which were emailed to you. Incomplete responses will be returned.			
FOIA MANAGER'S NAME SHEREE M. COON		SIGNATURE <i>FOR Sherree M. Coon</i>	PHONE 937.904.8207
			DATE 7/26/04
II. OPR PROCESSING ACTIONS			
<input type="checkbox"/> NO RECORDS COULD BE LOCATED			
<input type="checkbox"/> RECORDS MAY BE AVAILABLE AT ANOTHER SOURCE. FORWARD REQUEST TO: _____			
<input type="checkbox"/> RECORDS ARE <input checked="" type="checkbox"/> FULLY RELEASABLE <input type="checkbox"/> FULLY DENIED <input type="checkbox"/> PARTIALLY DENIED UNDER			
<input type="checkbox"/> b1	<input type="checkbox"/> b2	<input type="checkbox"/> b3	<input type="checkbox"/> b4 <input type="checkbox"/> b5 <input type="checkbox"/> b6
<input type="checkbox"/> b7	<input type="checkbox"/> b8	<input type="checkbox"/> b9	<input type="checkbox"/> PROPOSED DENIAL LETTER ATTACHED
REMARKS DD254 Not included, but you can put in a request for it later if you need it.			
NAME, GRADE, TITLE Rhonda Wynn-Green Contractor Negotiator GS7		SIGNATURE <i>Rhonda Wynn-Green</i>	PHONE 937.656.9027
			DATE 9 AUG 04
III. OPR SECOND LEVEL APPROVAL (DIRECTORATE or CSO APPROVAL)			
<input checked="" type="checkbox"/> CONCUR <input type="checkbox"/> NONCONCUR (<i>Rationale in remarks</i>)			
REMARKS			
NAME, GRADE, TITLE Willa Eichelman, Chief Contracting Human Eff., Dir		SIGNATURE <i>Willa Eichelman</i>	PHONE 937.656.9023
			DATE 9 AUG 04
IV. LEGAL COORDINATION (Denials and Appeals Only)			
TO			
<input type="checkbox"/> CONCUR WITH RECOMMENDED DENIAL <input type="checkbox"/> CONCUR WITH "NO RECORD" RESPONSE <input type="checkbox"/> NONCONCUR (<i>Rationale in remarks</i>)			
REMARKS			
NAME, GRADE, TITLE		SIGNATURE	PHONE
			DATE

RECORD OF FREEDOM OF INFORMATION (FOI) PROCESSING COST				REPORT CONTROL SYMBOL DD-DA&M(A)1365							
<i>Please read instructions on back before completing form.</i>											
1. REQUEST NUMBER 04-452LK		2. TYPE OF REQUEST (X one) <input checked="" type="checkbox"/> a. INITIAL <input type="checkbox"/> b. APPEAL		3. DATE COMPLETED (YYYYMMDD) 20040809							
				4. ACTION OFFICE AFRL/PKH							
5. CLERICAL HOURS (E-9/GS-8 and below)		FEE CODE	(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST						
a. SEARCH		1		X \$20.00 =	0						
b. REVIEW/EXCISING		2	4		80.00						
c. OTHER ADMINISTRATIVE COSTS		3			0						
6. PROFESSIONAL HOURS (O-1 - O-6/GS-9-GS-15)/CONTRACTOR			(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST						
a. SEARCH		1		X \$44.00 =	0						
b. REVIEW/EXCISING		2			0						
c. OTHER/COORDINATION/DENIAL		3			0						
7. EXECUTIVE HOURS (O-7 - ES 1 and above)			(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST						
a. SEARCH		1		X \$75.00 =	0						
b. REVIEW/EXCISING		2			0						
c. OTHER/COORDINATION/DENIAL		3			0						
8. COMPUTER SEARCH			(1) TOTAL TIME	(2) RATE	(3) COST						
a. MACHINE TIME (Not PC, desktop, laptop)		4		X \$20.00/hr \$44.00/hr	0						
b. PROGRAMMER/OPERATOR TIME (Human)											
(1) Clerical Hours		1			0						
(2) Professional Hours		1			0						
9. OFFICE MACHINE COPY REPRODUCTION			(1) NUMBER	(2) RATE	(3) COST						
a. PAGES REPRODUCED FOR FILE COPY		3		X .15 =	0						
b. PAGES RELEASED		5	34		5.10						
10. PRE-PRINTED PUBLICATIONS			(1) TOTAL PAGES	(2) RATE	(3) COST						
a. PAGES PRINTED		5		X .02 =	0						
11. COMPUTER PRODUCT OUTPUT/ACTUAL COST CHARGES			(1) NUMBER	(2) ACTUAL COST	(3) COST						
a. TAPE/DISC/CD		6		X	0						
b. PAPER PRINTOUT		3			0						
12. OTHER ADMINISTRATIVE FEES			(1) NUMBER	(2) ACTUAL COST	(3) COST						
a. ALL POSTAGE/ADMINISTRATIVE (See instructions)		3		X	0						
13. AUDIOVISUAL MATERIALS			(1) NUMBER	(2) ACTUAL COST	(3) COST						
a. MATERIALS REPRODUCED		4		X	0						
14. SPECIAL SERVICES			(1) NUMBER	(2) ACTUAL COST	(3) COST						
a. ALL SPECIAL SERVICES (See instructions)		6		X	0						
15. MICROFICHE REPRODUCED				X	0						
FEE CODES 1 Chargeable to "commercial" requesters. Chargeable to "other" requesters after deducting 2 hours. 2 Chargeable to "commercial" requesters only. 3 Not chargeable to any fee category. 4 Chargeable to "commercial". Chargeable to "other" after deduction of the equivalent of 2 hours. (Example: deduct \$88.00 professional rate.) 5 Chargeable to all fee categories after deduction of 100 pages (DOES NOT include "commercial") 6 Chargeable to all fee categories. No deductions.		16. FOR FOI OFFICE USE ONLY a. TOTAL COLLECTABLE FEES b. TOTAL PROCESSING FEES c. TOTAL CHARGED d. FEES WAIVED/REDUCED (X one) e. FEES NOT APPLICABLE (X one)									
				<table border="1"> <tr> <td></td> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td>Yes</td> <td>No</td> </tr> </table>			Yes	No		Yes	No
	Yes	No									
	Yes	No									
<i>See Chapter 6, Fee Schedule, DoD 5400.7-R, to determine appropriate assessment of fees.</i>											

Cameron David Civ 311 CS/SCSD

From: Anna Feygina [afeygina@input.com]
Sent: Wednesday, June 23, 2004 6:55 PM
To: 311CS.SCSD@brooks.af.mil
Subject: FOIA request - ACES Contract # F41624-99-D-5000

June 23, 2004

David Cameron
FOIA Manager
311th CS/SCSD
2404 E Drive
Brooks AFB TX 78235-5137

O. P. R. AFRL/...
CONTROL # 04-452 LK
DUE DATE 20 Aug 04

FOIA # 04-0250-HS
DATE REC'D / TIME 24 Jun 04 / 0900
INITIALS [Signature]
SUSPENSE 9 Jul 04

Dear Mr. Cameron,

Pursuant to the Freedom of Information Act, 5 U.S.C. 552, as amended, I request a copy of the ACES Contract # F41624-99-D-5000 awarded to Lockheed Martin.

The contracting officer for this procurement is:

Phyllis Morse
HSC/PKRH 8505 9th Street Brooks AFB, TX 78235-5352
phyllis.morse@mirage.brooks.af.mil 210-536-5769

If possible, I would prefer the documents in electronic format.

(I tried submitting this request online, but got an error message - please ignore if this is a duplicate).

Your response is respectfully requested within 20 working days of your receipt of this letter. §552(a)(6)(A) (1). I agree to accept clearly releasable portions of the requested documents, but if all or any part of this request is denied, please cite each specific exemption that justifies your withholding of information

I hereby agree to assume all the search, duplication, and review fees in the amount of \$100. Please notify me if the cost of fulfilling my request will exceed that amount.

Thank you for your assistance,

Anna Feygina
Analyst Consulting
INPUT
11951 Freedom Drive, Suite 1000
Reston, VA 20190-5658
USA
Direct 703-707-3517
Fax 703-707-6201

06/24/2004