

F-22 PRODUCTION PROGRAM REPAIRS INSTRUCTIONS

REV. 1 dated 23 SEPT 2021

Original: 01 December 2004

The Supplier shall furnish the supplies and accomplish the repair, overhaul, and/or modifications of equipment or portions thereof (hereinafter called articles) that were previously delivered by the Supplier to the Buyer and, from time to time, may be returned for such action.

- 1) Articles returned to the Supplier shall be accompanied by a form that includes an identification of the article, the order number (Release Purchase Order Number), and the task to be performed. If modification is authorized, the form will so state. A team company QA rejection report/document form will also accompany the article and identify the discrepancy and/or malfunction.
- 2) The Supplier shall immediately perform the repair and/or modification tasks pursuant to the instructions on the prescribed form. Completion of the task shall not be held up pending submission of the proposal (see Paragraph 7), negotiation of the price, or for any other reason unless specifically directed to do so by the Buyer. On articles returned to Supplier for repair or overhaul on which modification is subsequently recommended by Supplier and/or desired by Buyer; upon approval, a separate administrative authorization shall be issued to Supplier to proceed.
- 3) Repaired articles shall be delivered as a serviceable article within a target Dock-to-dock turn-around time of thirty (30) days. If, in the course of performing the work, the Supplier determines that this target cannot be met, the Supplier shall immediately advise the Buyer of the condition, the holding factors, and the anticipated shipment schedule. Modified articles shall be delivered in accordance with the schedule negotiated for the modification work which depends on the nature and extent of the modification task.
- 4) If an article input for modification fails during the modification cycle or otherwise requires repair, the Supplier shall notify the Buyer and shall proceed to perform required repairs. A proposed price shall be provided to Buyer for such repairs if such repairs are considered Buyer responsible.
- 5) The Supplier shall provide the repair parts and materials and shall repair the articles in accordance with the applicable design specifications and drawings to the extent necessary to produce a repaired item meeting the requirements under which the article was originally procured except as this requirement is modified below:
 - a. All replacement materials and parts shall be those specified in applicable design engineering drawings and/or specifications.
 - b. "O" rings, back-up seals, and similar parts shall be replaced by new parts in hydraulic or pneumatic assemblies during a repair only when removed during the course of the repair.

- c. Minor scratches and chipped paint surfaces shall be touched up by using matching enamel or lacquer as specified in the Procurement Specification. More severely marked surfaces shall be repainted with matching paint to give adequate protection with a smooth even surface. Marred anodized surfaces shall be coated with alodine. Color shade variations in finish due to paint repair are permissible.
 - d. Damaged, illegible, or missing instructions or data plates shall be restored to a safe and functional condition or replaced with new parts.
 - e. Broken, cracked, or severely damaged brackets, gussets, etc., shall be reworked to a safe and functional condition or replaced with new parts.
 - f. No cleaning of burned, scorched, or otherwise discolored surfaces, other than standard cleaning that can be performed without causing additional damage, is required merely for cosmetic reasons to improve appearance.
 - g. Upon completion of acceptance test, all ports or vents shall be sealed with suitable plugs, where applicable, to prevent contamination or foreign matter from entry into the repaired articles, and suitable caps shall be provided for electrical connectors to prevent damage during handling and shipments.
 - h. The Supplier shall inspect and test repaired articles in accordance with the Procurement Specification under which the articles were originally procured. The articles shall be considered acceptable if the acceptance criteria and tests set forth in such instructions or specifications are met, and the criteria set forth in Paragraphs a. through g. above are met.
- 6) Required modification parts and/or kits shall be provided by the Supplier in accordance with agreements reached with the Buyer.
- 7) Upon receipt of an article, a proposal shall be prepared in accordance with the following:
- a. The Supplier shall perform the inspection, test, check, and disassembly (repair) work necessary and shall furnish to the Buyer a detailed fixed price proposal for the repair task except when the Supplier is obligated to perform the repair without additional compensation under this purchase order.
 - b. The Supplier shall furnish the Buyer a fixed price proposal and schedule for the modification tasks identified in the order which have not been covered by any other proposal that has been or will be submitted under this purchase order except that no proposal need be submitted for those modification tasks that the Supplier is obligated to perform without additional compensation under this Purchase Order.
 - c. The repair and/or modification proposal shall identify the article, the order number (Release Purchase Order Number) and shall contain a breakdown of the man-hour and material requirements segregated as between repair and modification. This proposal shall be submitted to the Buyer within a target of ten (10) workdays after receipt of an article.

- d. Upon completion of required negotiations, the Buyer shall issue an appropriate change order formalizing the repair/modification tasks.
- 8) Upon completion of the task, the Supplier shall complete the Quality document form and forward it to the Buyer.
- 9) If an article is found at any time to be "Beyond Economical Repair", immediately notify the Buyer by telecom providing the estimated total repair cost and the estimated cost and delivery schedule for a replacement article. Beyond Economical Repair means that the anticipated total repair cost will exceed 75% of the current replacement price of a like article.
- 10) Unless directed otherwise by the Buyer in writing, all items repaired or modified under this item shall be subject to Buyer Source Inspection.

Repair invoices must be substantiated by providing the following.

- a. If invoiced on a Master Purchase Order, identification by Master Purchase Order Number and no cost shipping Purchase Order Number with Part Number(s) and Serial Number(s)
- b. If invoiced on a discrete repair Purchase Order Number, identification by affected Purchase Order Number
- c. Include a complete description of the repair performed.
- d. Provide a list by individual part number repaired of:
 - i. Labor Hours by category
 - ii. Repair parts used

When invoices are posted by month and a specific repair spans the invoice period, the detail may be summarized in a spreadsheet and carried over from invoice period to invoice period highlighting the previous effort.

A copy of all invoices must be sent to the LM-Aero buyer of record for each Purchase Order Number.

RTV REPAIRS FOR COATED PARTS

- (1) For all parts received by SELLER requiring additional work/coating/hardware, SELLER shall document the receipt condition.
- (2) SELLER shall document any changes to the coatings or additional hardware resulting from their repair.
- (3) Upon completion of Rework or Repair, but prior to shipment, SELLER shall notify the LOCKHEED MARTIN Buyer of the following:
 - a. The part meets the Buy Part configuration as normally delivered
 - b. The part is in a configuration that includes Coatings and/or extra hardware
 - c. The vendor rework resulted in additional removals of Coatings or LM installed hardware.

- (4) SELLER shall ensure any part received is returned to the delivery address as assigned on the Repair PO.

ASC/YFK-H-100 AUTHORIZATION TO USE OTHER THAN NEW MATERIAL (OCT 2001)

- (a) Support as a capability concept: A key aspect of the F-22 support program (Performance-based Agile Logistics Support (PALS)) is the concept of "Support as a Capability." This consists of "support services capability" and "support material capability". Support services capability is performancebased support of the flying hour program (e.g. field service representatives, heavy maintenance capability, support engineering, etc). Support material capability provides spares as required to meet the flying hour program in a manner that is consistent with specific performance based results. In order to effectively implement this concept, the following authorization to use other than new material shall pertain to all F-22 contracts.
- (b) Authorization to use other than new material: In order to implement the support material capability concept in a manner that ensures maximum flexibility and efficiency, it may become necessary to utilize "other than new" materials in the performance of one or more contracts in the F-22 program. "Other than new" material is defined on the Engineering and Manufacturing Development (EMD) contract (F33657-91-C-0006) under the clauses at FAR 52.210-5, New Material (APR 1984) and FAR 52.210-7, Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (APR 1984). On the PRTV/PRTV II contract (F33657-97-C-0030) it is defined under the clause at FAR 52.211-5, Material Requirements (OCT 1997), and on the Lot 1 and Lot 2 contracts (F33657-99-C-0036 and F33657-00-C-0020 respectively) it is defined under the clause at FAR 52.211- 5, Material Requirements (AUG 2000). These clauses (and any substantially similar clauses in later contracts and subcontracts) require the use of new materials in the performance of the contract and subcontract requirements, unless the use of "other than new" material is authorized in writing by the Buyer. . Subject to the conditions referenced in paragraph (c) below, the Buyer hereby authorizes the use of "other than new" materials in the performance of this contract. To the extent allowed by paragraph (c) below, this authorization includes the use of material previously available to or accepted by the Government and returned to the contractor or subcontractor as Government Furnished Property (GFP).
- (c) Conditions on the authorization to use other than new material: The above authorization to use "other than new" material in the performance of this contract is subject to the conditions listed below. Any potential use of "other than new" material that does not meet all the conditions listed below shall be evaluated on a case by case basis by the Buyer in accordance with the applicable clause(s) referred to in paragraph (b) above.

- (1) Suitability for the intended use: The "other than new" material to be used in the performance of this contract must be suitable with respect to form, fit, function, and interface, and may not create limitations to the weapon system performance, supportability, or effectiveness in performance of the assigned mission.
 - (2) Condition: The "other than new" material to be used in the performance of this contract must be in a serviceable condition without creating additional operational limitations. All Time Change Items (TCIs) to be used as "other than new material" shall have at least 40% or not less than 400 flight hours of useful life remaining, whichever is higher. Parts or components identified as "bad actors" (as defined by Chapter 8, T.O. 00-35D-54) shall not be used.
 - (3) Safety of flight: The "other than new" material to be used in the performance of this contract must not create a safety of flight risk.
 - (4) Proper configuration: The "other than new" material to be used in the performance of this contract must conform to the authorized configuration of the end item for which such material is to be used. If a preferred sparing activity applies, the "other than new" material must conform to the preferred configuration.
- (d) Asset Management Prioritization: The Buyer shall make the day to day decisions and authorize the movement of assets in accordance with the Uniform Material Movement and Issue Priority System (UMMIPS) defined by Air Force Manual (AFMAN) 23-110. When the minimum requirements of the production program conflict with those of the field support or test programs (or vice versa), the Seller shall notify the Buyer prior to utilizing an asset otherwise needed to fulfill the minimum requirements of the affected program. Deviations from or exceptions to the above priority requirements shall require written direction from the Buyer. Any equitable adjustments to the contract(s) price and/or schedule (if appropriate) shall be executed in accordance with the "Changes" clause of this contract. This clause in no way relieves the Seller of any responsibilities or obligations under this or any other subcontract or Purchase Order in the F-22 program. Seller shall not flow this clause down to a lower-tier subcontractor without the prior written consent of Buyer.

ASC/YFK-H-101 MATERIAL SUPPORT CAPABILITY ASSETS (MAY 2001)

- (a) In performance of its prime contract, Lockheed Martin Corporation is responsible for providing a Support Material Capability for the Weapon System under CLIN 0101 in order to fulfill the F-22 preliminary field support activities, as contemplated by the Statement of Work for F-22 Lot 2 Production, Section J, Attachment 3. In performance of that effort, Lockheed Martin and its Subcontractors may procure and/or manage items such as:
- (1) Air Vehicle Initial Peculiar Spares (except explosives and training expendables)
 - (2) Peculiar Initial Support Equipment and Training System Spares

- (3) Peculiar Initial Bulk Items (for example LO materials)
 - (4) Replenishment Spares
 - (5) Rotable Stock
 - (6) Other Repair Material
 - (7) Approved (via ECP/CCP) Modification/Retrofit Kits
- (b) For reference purposes only, the Government is responsible for providing the common initial spares and items listed below:
- (1) Common Support Equipment Initial Spares
 - (2) Air Vehicle Initial Common Spares and GFAE Initial Spares
 - (3) Initial and Replenishment Spares that are Explosive Items
 - (4) Training Expendables (even if sole source to the Contractor)
 - (5) Common Bulk Items List (CBIL) Consumables Initial Lay-In (Rags, speedy dry, string, grease, alcohol, and non-part numbered maintenance material like sheet stock)
 - (6) Personal Equipment Initial Spares
- (c) Items procured by the Subcontractor in fulfillment of this requirement are Government Property in accordance with FAR 52.245-5. Notwithstanding, the Subcontractor is authorized, without any requirement for additional approval to:
- (1) Replace, repair, or modify Government Property used in the performance of PALS CLINS.
 - (2) Move/relocate material managed under PALS CLINs.
 - (3) Borrow assets required in the performance of PALS CLINs from F-22 contracts F33657-91-C-0006 and F33657-97-C-0030 on an as required basis. However, nothing in this clause relieves the Subcontractor of obligations under this or any other contract unless mutually agreed by the parties. Movement of assets between contracts will be accomplished on a loan-payback or other basis, in accordance with the Subcontractor's Cost Accounting Standard Board Disclosure Statement (CASB). It is an objective of the process to maintain cost neutrality between all contracts involved.
 - (4) Replace Government Property that is reported as lost, damaged, or destroyed, immediately upon identification of such. The cost associated with such replacement will be considered allowable and allocable to the extent it would have otherwise been allowable and allocable under the subcontract.
 - (5) Flow down this clause in whole or in part to any Subcontractor at any tier meeting the criteria described in paragraph (e) of this clause.
- (d) All property under this clause will be accounted for under Lockheed Martin's or the Subcontractor's approved property system.
- (e) This clause is in effect as long as Lockheed Martin and any Subcontractor whose contract contains a similar clause has a Government approved property system.



Without an approved Government property system, authorization under this clause will be handled on a on a case-by-case basis and subject to Lockheed Martin approval.

- (f) The material acquired in support of PALS CLINs requirements will remain in Contractor or Subcontractor control for exclusive use in providing of a Support Material Capability.
- (g) Upon completion of F-22 Support Material Capability activities, as contemplated by this subcontract, all F-22 assets, acquired by the Subcontractor in anticipation of full F-22 Performance Based Agile Logistics Support capability, shall be rolled over to and made available on any subsequent subcontract issued by Lockheed Martin requiring F-22 Material Support Capability.
- (h) In the event no subsequent F-22 subcontract requiring a Material Support Capability is issued, all residual F22 assets, acquired during performance of this subcontract shall remain Government Property and disposition of these assets shall be in accordance with the Government Property Clause at 52.245-5, Section I.