

<b>AWARD/CONTRACT</b> P00233		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A1	PAGE 1	Of Pages 220
2. CONTRACT (Proc. Inst. Ident.) NO. N00019-09-C-0010		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR 1300122696 & PR 1300122710		
5. ISSUED BY CODE Naval Air Systems Command Joint Strike Fighter Program Office Attn: Lance Nyman (AIR-2.6LN), 703.601.5533 200 12 <sup>th</sup> St South, Suite 600 Arlington, VA 22202 Email: Lance.Nyman@jsf.mil		6. ADMINISTERED BY (If other than Item 5) CODE S4419A Defense Contract Management Agency RJQA Mail Zone 1510 PO Box 371 Fort Worth, TX 76101-0371				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  Lockheed Martin Corporation, Lockheed Martin Aeronautics Co PO Box 748 Fort Worth, TX 76101  TIN No: 52-1893632 DUNS No: 008016958				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE		ITEM
CODE		FACILITY CODE EY9310		ADDRESS SHOWN IN:		
11. SHIP TO/MARK FOR CODE See Section F		12. PAYMENT WILL BE MADE BY: CODE DFAS Columbus Center, W. Entitlement Operations PO Box 182381 Columbus, OH 43218-2381				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C 2304(c) <input type="checkbox"/> 41 U.S.C 235 (c)		14. ACCOUNTING AND APPROPRIATION DATA See Section G				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	See Section B					
15G. TOTAL AMOUNT OF CONTRACT						\$
<b>16. TABLE OF CONTENTS</b>						
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SE C	PAGE(S)
<b>PART I -- THE SCHEDULE</b>				<b>PART II -- CONTRACT CLAUSES</b>		
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/COST		<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>		
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>						
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 copy</u> to issuing office.) Contractor agrees to furnish and deliver all items or perform all the 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. (s are listed herein.)				18. AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the 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) (b)(6)				20A. NAME OF CONTRACTING OFFICER Randall Cohen		

Senior Contract Negotiator, JSF Contracts Lockheed Martin Aeronautics Company		Contracting Officer Naval Air Systems Command	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

STANDARD FORM 26 (REV. 12/2002 Prescribed by GSA FAR (48CFR) 52.214(a)

## SECTION A – SOLICITATION/CONTRACT FORM

P00225

The purpose of this administrative modification to NAVAIR Contract N00019-09-C-0010 is to transfer the two Norway Emulators that were acquired as Contractor Acquired Property (see attachment for identifying information of the emulators) from Contract N00019-09-C-0010 as the emulators have been transferred to BOA Contract N00019-14-G-0020 DO 0017 as Government Furnished Property.

Modification Marking:

~~FOR OFFICIAL USE ONLY~~

REL TO USA, GBR MOD, ITA MOD, NLD MOD, TUR MND, CAN DND, AUS DOD, DNK MOD and NOR MOD

Except as modified herein, all other terms and conditions of Contract N00019-09-C-0010 remain unchanged and in full force and effect.

P00230

In consideration for the Government accepting aircraft AF-108, which will be delivered under contract N00019-13-C-0008 with workmanship defects to bulkhead 496, Lockheed Martin Aeronautics Company (LM Aero) hereby waives and releases the Government from any and all liability under this contract for any claims or equitable adjustments related to government-furnished property (GFP) non-conformances in aircraft AF:26, AF:28, BF:24, BF:28, BF:29, BF:30, BF:31, BF:33, BF:34, CF:8 and CF:9 as alleged in LM Aero letter 9009C0010-2014-000267, dated 18 December 2014 (Subject: Contract N00019-09-C-0010 - Low Rate Initial Production (LRIP) 4 - Joint Strike Fighter (JSF) Program - PPD 14-00174R1, Contract Change Proposal (CCP) 0054 Government Furnished Equipment (GFE) Propulsion Activity) and specifically described in the enclosures therein.

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## SECTION B - Supplies or Services and Prices

Item	Supplies/Services	CLIN Type	Qty	Unit	Unit Cost	Estimated Cost
<b>0001</b>	<b>Special Tooling/Test Equipment</b>		<b>1</b>	<b>LO</b>	(b)(4)	
CPFF						
000101	USAF Funding FY10					
000102	DoN Funding FY10					
000103	Non-US Participant Funding					
	<b>Fixed Fee (b)(4) CLIN 0001</b>			(b)(4)		
	<b>Estimated Cost Plus Fixed Fee</b>					
<b>0002</b>	<b>Special Tooling/Test Equipment</b>		<b>1</b>	<b>LO</b>	(b)(4)	
CPFF						
<b>000201</b>	<b>DoN Funding FY11</b>					
<b>000202</b>	<b>Non-US Participant Funding</b>					
	<b>Fixed Fee (b)(4) CLIN 0002</b>			(b)(4)		
	<b>Estimated Cost Plus Fixed Fee</b>					
<b>0003</b>	<b>Recurring Sustainment Support</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>	(b)(4)	(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>FIXED FEE</b>		
				<b>ESTIMATED COST PLUS FIXED FEE</b>		
000301	USAF Funding					
000302	DoN (USMC) Funding					
000303	Non-US Participant Funding					(b)(4)
000304	DoN (USN) Funding					
000305	USAF FY14 Funding					
000306	DoN (USMC) FY14 Funding					
000307	DoN Funding					
<b>0004</b>	<b>LRIP 4 Common Hardware and Sustainment Support</b>	<b>CPIF</b>	<b>1</b>	<b>LO</b>		
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>TARGET INCENTIVE FEE RELATED TO COST</b>		
				<b>ESTIMATED COST PLUS TARGET COST INCENTIVE FEE</b>		
000401	USAF Funding					
000402	DoN (USMC) Funding					



000403	Non-US Participant Funding					
000404	DoN (USN) Funding					
000405	USAF OTC FUNDING					
000406	DoN (USN) OTC Funding					
000407	Block Unload Retroactive Adjustment (USAF FY10)					(b)(4)
000408	Block Unload Retroactive Adjustment (USN FY10)					
000409	Block Unload Retroactive Adjustment (Partner Funding)					
<b>0005</b>	<b>LRIP 4 Country Specific Requirements</b>	<b>CPIF</b>	<b>1</b>	<b>LO</b>		
000501	USAF Requirements/Funding					
000502	DoN (USMC) Requirements/Funding					
000503	UK Requirements/Funding					
000504	IT Requirements/Funding					
000505	NL Requirements/Funding					
000506	RESERVED					
000507	RESERVED					
000508	DoN (USN) Requirements/Funding					
000509	RESERVED					
000510	USAF OTC Funding					
000511	USN OTC Funding					
000512	DoN (USN) Funding					
000513	Block Load Retroactive Adjustment (USAF FY10)					
000514	Block Load Retroactive Adjustment (USN FY10)					
000515	Block Load Retroactive Adjustment (UK FY10)					
000516	Block Unload Retroactive Adjustment (USN FY10)					
<b>0007</b>	<b>LRIP 4 Common Spares</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>		
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>FIXED FEE</b>		
		<b>ESTIMATED COST PLUS FIXED FEE</b>				
000701	USAF Funding					
000702	DoN (USMC) Funding					

000703	Non-US Participant Funding					
000704	DoN (USN) Funding					
<b>0008</b>	<b>LRIP 4 Annualized Sustainment Engineering</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>		(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>FIXED FEE</b>		
				<b>ESTIMATED COST PLUS FIXED FEE</b>		
000801	USAF Funding					
000802	DoN (USMC) Funding					
000803	Non-US Participant Funding					(b)(4)
000804	DoN (USN) Funding					
000805	USAF FY14 Funding					
000806	DoN (USMC) FY14 Funding					
000807	DoN (USN) FY 16 Funding					
<b>0009</b>	<b>LRIP 4 Logistic Support Activity</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>		
				<b>ESTIMATED COST</b>	\$	
				<b>FIXED FEE</b>	(b)(4)	
				<b>ESTIMATED COST PLUS FIXED FEE</b>		
000901	USAF Funding					
000902	DoN (USMC) Funding					
000903	Non-US Participant Funding					
000904	DoN (USN) Funding					
<b>0013</b>	<b>USRL Hardware and Software</b>	<b>CPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>TARGET INCENTIVE FEE RELATED TO COST</b>		
				<b>ESTIMATED COST PLUS TARGET COST INCENTIVE FEE</b>		
001301	USAF Funding					
001302	DoN (USMC) Funding					
001303	DoN (USN) Funding					
<b>0014</b>	<b>USRL Manpower</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>		(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)	

				<b>FIXED FEE</b>	(b)(4)	
				<b>ESTIMATED COST PLUS FIXED FEE</b>		
001401	USAF Funding					
001402	DoN (USMC) Funding					
001403	DoN (USN) Funding					
<b>0015</b>	<b>Training Hardware and Support</b>	<b>CPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>TARGET INCENTIVE FEE RELATED TO COST</b>		
				<b>ESTIMATED COST PLUS TARGET COST INCENTIVE FEE</b>	(b)(4)	
001501	USAF Funding					
001502	DoN (USMC) Funding					
001503	DoN (USN) Funding					
<b>0016</b>	<b>Modification Facility</b>	<b>CPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>TARGET INCENTIVE FEE RELATED TO COST</b>		
				<b>ESTIMATED COST PLUS TARGET COST INCENTIVE FEE</b>		
001601	USAF Funding					
001602	DoN (USMC) Funding					
001603	DoN (USN) Funding					
<b>0017</b>	<b>Non-Annualized CSR Sustainment Engineering and Sustainment Activity</b>	<b>CPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)	
				<b>TARGET INCENTIVE FEE RELATED TO COST</b>		
				<b>ESTIMATED COST PLUS TARGET COST INCENTIVE FEE</b>		
001701	USAF Funding					
001702	DoN (USMC) Funding					
001703	Non-US Participant Funding					
001704	DoN (USN) Funding					



<b>0018</b>	<b>LM Star PBL Sustainment Support</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>	(b)(4)
				<b>ESTIMATED COST</b>	(b)(4)
				<b>FIXED FEE</b>	
		<b>ESTIMATED COST PLUS FIXED FEE</b>			
001801	USAF Funding				
001802	DoN (USMC) Funding				
001803	Non-US Participant Funding				
001804	DoN (USN) Funding				
<b>0019</b>	<b>FY10 Performance Incentive Fee</b>	<b>COST</b>	<b>1</b>	<b>LO</b>	(b)(4)
001901					
001902					
001903					
001904					
<b>0020</b>	<b>FY11 Performance Incentive Fee</b>	<b>COST</b>	<b>1</b>	<b>LO</b>	(b)(4)
<b>1001</b>	<b>US CTOL Aircraft</b>	<b>FPIF</b>	(b)(4)	(b)(4)	
<b>100101</b>	USAF Full Funding (includes OTC funds)				
<b>100102</b>	RESERVED				
<b>100103</b>	USAF Long Lead Funding				
<b>100104</b>	NL Full Funding (Includes OTC Funding)				
<b>100105</b>	NL Long Lead Funding				
<b>**100106</b>	AF OTC Funding				
<b>**100107</b>	USAF OTC Funding				
<b>**100108</b>	USAF OTC Funding				
<b>100109</b>	Block Load Retroactive Adjustment (USAF FY10)				
<b>100110</b>	Block Load Retroactive Adjustment (NL Funding)				
<b>1002</b>	<b>US CTOL AME/PFE</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>	(b)(4)
<b>100203</b>	<b>US CTOL Funding</b>				
<b>100202</b>	<b>NL Full Funding</b>				
<b>1003</b>	<b>CTOL Unique Spares</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>	

					<b>ESTIMATED COST</b>	(b)(4)
					<b>FIXED FEE</b>	
					<b>ESTIMATED COST PLUS FIXED FEE</b>	
100301	USAF Funding					
100302	NL Funding					
<b>1004</b>	<b>USAF Specific CTOL Requirements (FTI)</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>	(b)(4)	
<b>1007</b>	<b>NL Specific CTOL Requirements (FTI) Group A and AARI Group A and FTI Group B (not including spares and AARI Group B)</b>	<b>FPIF</b>	<b>1</b>	<b>L O</b>		(b)(4)
100701	NL Funding					(b)(4)
<b>1008</b>	<b>NL Unique Requirements</b>	<b>CPFF</b>	<b>1</b>	<b>Lot</b>	(b)(4)	
2001	STOVL Aircraft	FPIF	(b)(4)		(b)(4)	
	(DoN – 16, UK – 1)					
200101	DoN (USMC) Full Funding (Includes OTC funding)					(b)(4)
200102	UK Full Funding (Includes OTC Funding)					
200103	DoN (USMC) Long Lead Funding					
200104	UK Long Lead Funding					
200105	DoN (USMC) OTC Funding					
200106	DoN OTC Funding					
200107	UK OTC Funding					
200108	DoN (USN) OTC Funding					
200109	DoN (USN) OTC Funding					
200110	Block Load Retroactive Adjustment (USN FY10)					
200111	Block Unload Retroactive Adjustment (UK Funding)					

						(b)(4)	
<b>2002</b>	<b>STOVL AME/PFE</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)	
200201	DoN (USMC) Funding					(b)(4)	
200202	UK Funding						
<b>2003</b>	<b>STOVL Unique Spares</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>			
					<b>ESTIMATED COST</b>		
					<b>FIXED FEE</b>		
					<b>ESTIMATED COST PLUS FIXED FEE</b>		
200301	DoN (USMC) Funding						
200302	UK Funding						
						(b)(4)	
<b>2004</b>	<b>DoN (USMC) Specific STOVL Requirements (FTI)</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)	
<b>2005</b>	<b>UK Specific STOVL Requirements (FTI)</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)	
<b>2006</b>	<b>UK Unique Requirements</b>	<b>CPFF</b>	<b>1</b>	<b>LOT</b>			(b)(4)
					<b>Estimated Cost</b>	(b)(4)	
					<b>Fixed Fee</b>		
					(b)(4)		
<b>200601</b>	<b>UK Funding</b>						
3001	CV Aircraft	(b)(4)		FPIF		(b)(4)	
300101	DoN (USN) Full Funding (Includes OTC Funding)					(b)(4)	
300102	DoN (USN) Long Lead Funding						
300103	DoN (USN) Markings Funding						



300104		DoN (USN) OTC Funding					(b)(4)
300105		DoN (USN) OTC Funding					
300106		Block Load Retroactive Adjustment (USN FY10)					
<b>3002</b>		<b>CV AME/PFE</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)
<b>3003</b>		<b>CV Unique Spares</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>		
						<b>ESTIMATED COST</b>	
						<b>FIXED FEE</b>	
						<b>ESTIMATED COST PLUS FIXED FEE</b>	
300301		DoN (USN) Funding					
<b>3004</b>		<b>DoN (USN) Specific CV Requirements (FTI)</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>		(b)(4)
<b>4000</b>		<b>Manufacturing Support Equipment</b>	<b>FPIF</b>	<b>1</b>	<b>LO</b>		
400001		USAF Funding					
400002		DoN (USMC) Funding					
400003		Non-US Participant Funding					
400004		DoN (USN) Funding					
400005		USAF OTC Funding					
400006		Block Load Retroactive Adjustment (USAF FY10)					
<b>4007</b>		<b>Supplies in Support of the Production for</b>					

		<b>USAF, USMC, and USN, Production and Sustainment for Foreign Partners for JSF Diminishing Manufacturing Sources (DMS) Purposes</b>					
4007AA		USAF Production DMS Requirements FY10 Funding	<b>FFP</b>	<b>1</b>	<b>LOT</b>	(b)(4)	
4007AB		USMC Production DMS Requirements FY10 Funding	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AC		USN Production DMS Requirements FY10 Funding	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AD		UK - DMS Requirements	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AE		ITA - DMS Requirements	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AF		NLD - DMS Requirements	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AG		TUR - DMS Requirements	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AH		Reserved					
4007AJ		AUS - DMS Requirements	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AK		DNK – DMS Requirements	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AL		NOR - DMS Requirements	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4007AM		USAF Production	<b>FFP</b>	<b>1</b>	<b>LOT</b>		

		DMS Requirements FY11 Funding					
4007AN		USMC Production DMS Requirements FY11 Funding	FFP	1	LOT	(b)(4)	
4007AP		USN Production DMS Requirements FY11 Funding	FFP	1	LOT		
4008		Supplies in Support of the Production and Sustainment for Foreign Military Sales (FMS) for JSF Diminishing Manufacturing Sources (DMS) Purposes					
4008AA		Israel – DMS Foreign Military Sales (FMS Case # IS-D-SAC) (See Exhibit M0001)	FFP	1	LOT	(b)(4)	
4008AB		Japan- DMS FMS	FFP	1	LOT		
4008AC		Korea- DMS FMS	FFP	1	LOT		
4009		Supplies in Support of Operation & Maintenance (O&M) for USAF, USMC, and USN for JSF -					



		<b>Diminishing Manufacturing Sources (DMS) Purposes</b>					
4009AA		Reserved	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4009AB		Reserved	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
4009AC		Reserved	<b>FFP</b>	<b>1</b>	<b>LOT</b>		
<b>4010</b>		<b>United States (US) Marines Corp 2BF:24 Aircraft (DVP Repair)</b>	<b>FFP</b>	<b>1</b>	<b>EA</b>	(b)(4)	
					<b>Target Cost</b>	(b)(4)	
					<b>Target Profit</b>		
					<b>Target Final Price</b>		
Option 4501		CAN-DMS Option-Exhibit H0001	<b>FFP</b>	<b>1</b>	<b>LOT</b>	(b)(4)	
<b>5000</b>		<b>Data (Technical and Financial)</b>		<b>NSP</b>	<b>NSP</b>	(b)(4)	
<b>6000</b>		<b>JSM Study (Risk Reduction)</b>	<b>CPFF</b>	<b>1</b>	<b>LO</b>	(b)(4)	
					Estimated Cost		
					Fixed Fee		
					Estimated Cost Plus Fixed Fee		
<b>600001</b>		<b>Non-US Participant Funding</b>					

<b>TOTAL CLIN VALUES</b>	<b>CLIN 0001</b>	<b>CLIN 0002</b>
Estimated Cost	(b)(4)	
Fixed Fee		

Estimated Cost Plus Fixed Fee	(b)(4)
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<b>Items 0007, 1003, 2003 and 3003</b>	
Target Cost	(b)(4)
Target Fee	
Incentive Fee	
Total	
Minimum Fee	
Maximum Fee	
Share Ratio - Underrun	
Share Ratio - Overrun	
Base Fee	

## CLIN 1001 – US/NL CTOL Aircraft

Target Cost	(b)(4)	
Target Profit		
Target Price		
Estimated Over Target Cost (OTC)		
Target Cost Plus Estimated Over Target Cost (OTC)		
Estimated Profit Adjustment		
Total Final Price*		
Ceiling Price		
Adjustment Over Target Cost		
Adjustment Under Total Target Cost		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

## CLIN 1002- US CTOL AME/PFE

Target Cost	(b)(4)	
Target Profit		of Target Cost)
Target Cost plus Profit		
Total Final Price*		
Ceiling Price	US -(b)(4)	of Target Cost)
Adjustment over total Target Cost	(b)(4)	
Adjustment under Total Target Cost		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997). The Total Final Price under this CLIN is based on the Total Final Negotiated Cost above or below Target Cost. The Total Cost does not include any Over-Target Costs.

## CLIN 1004- USAF Specific CTOL Requirements (FTI)

Target Cost	(b)(4)	
Target Profit		
Target Price		
Ceiling Price		
Share Ratio		

## CLIN 1007 – NL Specific CTOL Requirements (FTI) Group A and AARI Group A and FTI Group B (not including spares and AARI Group B)

Target Cost	(b)(4)	
Target Profit		
Target Price		
Total Final Price*		
Ceiling Price		
Under Target Cost		
Over Target Cost		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997). The Total Final Price under this CLIN is based on Total Final Negotiated Cost above or below Target Cost.

## CLIN 2001 – STOVL Aircraft (DoN- 16, UK-1)

Target Cost	(b)(4)	
Target Profit		
Target Price		
Estimated Over Target Cost (OTC)		
Target Cost Plus Estimated Over Target Cost (OTC)		
Estimated Profit Adjustment		
Total Final Price*		
Ceiling Price		
Share Ratio Above Target		
Share Ratio Below Target		



\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

**CLIN 2002 – STOVL AME/PFE**

Target Cost	(b)(4)	
Target Profit		of Target Cost)
Target Price		
Under Target Cost		
Target Cost Less Under Target Cost (UTC)		
Estimated Profit Adjustment		
Total Final Price*		
Ceiling Price		of Target Cost)
Share Ratio Above Target		
Share Ratio Below Target		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

**CLIN 2004- DoN (USMC) Specific STOVL Requirements (FTI)**

Target Cost	(b)(4)	
Target Profit		
Target Price		
Ceiling Price		
Share Ratio		

**CLIN 2005 – UK Specific STOVL Requirements (FTI-All prior requirement except FTI Group A which has been removed)**

Target Cost	(b)(4)	
Target Profit		
Target Price		
Total Final Price*		
Ceiling Price		
Under Target cost		
Over Target cost		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997). The Total Final Price under this CLIN is based on Total Final Negotiated Cost above or below Target Cost.

<b>CLIN 2006</b>		
Cost	\$	(b)(4)
Fixed Fee	\$	(b)(4)
Total Cost Plus Fixed Fee	\$	

**CLIN 3001 – CV Aircraft**

Target Cost	(b)(4)	
Target Profit		
Target Price		
Estimated Over Target Cost		

Target Cost Plus Estimated Over Target Cost (OTC)	(b)(4)	
Estimated Profit Adjustment		
Total Final Price*		
Ceiling Price		
Share Ratio Above Target		
Share Ratio Below Target		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

#### CLIN 3002- CV AME/PFE

Target Cost	(b)(4)	
Target Profit		of Target Cost)
Target Price		
Ceiling Price		of Target Cost)
Share Ratio		

#### CLIN 3004 – DoN (USN) Specific CV Requirements (FTI)

Target Cost	(b)(4)	
Target Profit		
Target Price		
Under Target Cost		
Target Cost Less Under Target Cost (UTC)		
Estimated Profit Adjustment		
Total Final Price*		
Ceiling Price		
Share Ratio Above Target		
Share Ratio Below Target		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

#### CLIN 4000 – Manufacturing Support Engineering

Target Cost	(b)(4)	
Target Profit		of Target Cost)
Target Price		
Over Target Cost (OTC)		
Target Cost Plus Over Target Cost (OTC)		
Estimated Profit Adjustment		
Total Final Price*		
Ceiling Price		of Target Cost)
Share Ratio Above Target		
Share Ratio Below Target		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

#### Cost Plus Incentive Fee CLINs

Item 0004 – LRIP 4 Hardware and Sustainment Support	
Target Cost	(b)(4)
*Target Fee Related to Cost	

Over Target Cost (OTC)	(b)(4)	
Target Cost plus Over Target Cost (OTC)		
**Adjusted Fee		
Minimum Fee Related to Cost		
Maximum Fee Related to Cost		
Target Fee Adjustment Formula Associated with Cost Incentive Fee		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

\*\*As identified in Section H, H-44 OVER-TARGET COSTS UNDER CLIN 0004.

Item 000502/000511 – DoN (USMC) Specific Sustainment Requirements		
Target Cost	(b)(4)	
*Target Fee Related to Cost		
Over Target Cost (OTC)		
Target Cost Plus Over Target Cost (OTC)		
**Adjusted Fee		
Minimum Fee Related to Cost		
Maximum Fee Related to Cost		
Target Fee Adjustment Formula Associated with Cost Incentive Fee		

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).

\*\*As identified in Section H, H-46 OVER-TARGET COSTS UNDER CLIN 0005 - DoN (USMC) Requirements/Funding (SLINs 000502 and 000511)

Item 000503 – UK Specific Sustainment Requirements	
Target Cost	(b)(4)
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\* The fee payable under this CLIN is subject to adjustment in accordance with paragraph (e) of FAR 52.216-10, Incentive Fee (MAR 1997).

Item 000504 – IT Specific Sustainment Requirements	
Target Cost	(b)(4)
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\* The fee payable under this CLIN is subject to adjustment in accordance with paragraph (e) of FAR 52.216-10, Incentive Fee (MAR 1997).

Item 000505 – NL Specific Sustainment Requirements	
Target Cost	(b)(4)
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\* The fee payable under this CLIN is subject to adjustment in accordance with paragraph (e) of FAR 52.216-10, Incentive Fee (MAR 1997).

Item 000508 / 000512 – DoN Specific Sustainment Requirements	
Target Cost	(b)(4)
*Target Fee Related to Cost	
Over Target Cost (OTC)	
Target Cost Plus Over Target Cost (OTC)	
**Adjusted Fee	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\*The Total Final Price under this CLIN is established in accordance with paragraph (d) of FAR 52.216-16 – Incentive Price Revision – Firm Target (Oct 1997).



\*\*As identified in Section H, H-47 OVER-TARGET COSTS UNDER CLIN 0005 - DoN (USN)  
Requirements/Funding (SLINs 000512 and 000513)

Item 0013 – USRL Hardware and Software	
Target Cost	(b)(4)
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\* The fee payable under this CLIN is subject to adjustment in accordance with paragraph (e) of FAR 52.216-10, Incentive Fee (MAR 1997).

Item 0015 – Training Hardware and Support	
Target Cost	(b)(4)
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\* The fee payable under this CLIN is subject to adjustment in accordance with paragraph (e) of FAR 52.216-10, Incentive Fee (MAR 1997).

Item 0016 – Modification Facility	
Target Cost	(b)(4)
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\* The fee payable under this CLIN is subject to adjustment in accordance with paragraph (e) of FAR 52.216-10, Incentive Fee (MAR 1997).

Item 0017 – Non Annualized CSR Sustainment Engineering and Sustainment Activity	
Target Cost	(b)(4)
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

\* The fee payable under this CLIN is subject to adjustment in accordance with paragraph (e) of FAR 52.216-10, Incentive Fee (MAR 1997).

## CLIN 0019 – FY 10 Incentive Fee

Total Available Performance Incentive Fee Pool

(b)(4)

\* The fee payable under this CLIN is subject to adjustment in accordance with H-30 LRIP 4 Sustainment Incentive Fee Related to Performance.

## CLIN 0020 – FY 11 Incentive Fee

Total Available Performance Incentive Fee Pool

\$ (b)(4)

\* The fee payable under this CLIN is subject to adjustment in accordance with H-30 LRIP 4 Sustainment Incentive Fee Related to Performance.

## Contract Summary Table\*\*

Target Cost (Definitized FPIF CLINs)	(b)(4)
Target Cost (Definitized Cost CLINs)	
Over Target Cost	
Under Target Cost	
Subtotal	
Target Profit (Definitized FPIF CLINs)	
Adjusted Fee Due To Over Target Cost (FPIF CLINs)	
Target Fee (Definitized CPIF CLINs)	
Adjusted Fee Due To Over Target Cost (CPIF CLINs)	
Fixed Fee (Definitized CPFF CLINs)	
Award Fee/PIF (Definitized CP CLINs)	
Subtotal	
Firm Fixed Price	
UCA (NTE)	
Total Contract Value	
Funding (Definitized CLINs)*	
Work Authorized But Undefined (UCA Funding)	
Total Funding	

\*OTC Funding of \$(b)(4) included; Under Target Cost Deob of (b)(4)

\*Concurrency Funding of (b)(4) included

\*\* This table is for reference purposes only and does not constitute a term in the contract



## SECTION C - Description and Specifications

**Item 0001 and 0002** – The Contractor shall provide Production Non-Recurring (PNR) items listed in Attachment 17. The Contractor acknowledges that the PNR listed in Attachment 17 reflects special tooling, test equipment, and BAE advanced capital equipment:

- (1) Necessary to support the delivery schedule for all Items required under this contract; and
- (2) Needed for initiation prior to 1 February 2011, required to support future projected F-35 production requirements as delineated in the JSF PCO letter 4200 Air-2.6/Ser11-213005 dated 19 January 2011.

The Parties recognize that the items delineated in Attachments 17 include (a) special tooling and special test equipment as defined in FAR 2.101; and (b) tooling, test equipment and capital equipment supplied by BAE Systems United Kingdom that are not special tooling or special test equipment as defined in FAR 2.101.

For purposes of special tooling and special test equipment, the parties recognize that special tooling and special test equipment are of such a specialized nature that without substantial modification or alteration their use is limited to the production of the F-35 Joint Strike Fighter aircraft may be charged as a direct cost to this contract. Should the parties discover that any of the special tooling and special test equipment items on Attachment 17 are not special tooling or special test equipment as respectively defined by FAR 2.101, the items shall be removed from the list and the target cost and fee shall be adjusted to reflect such removal.

For BAE Systems use in the United Kingdom, Production Non-Recurring items delineated in Attachment 17 that do not meet the definition of special tooling or special test equipment as defined in FAR 2.101 are allowable as a direct cost to this contract if:

- (1) Direct charging of such items is permissible by applicable U.S. Treaties, U.S. federal statute, Cost Accounting Standards, and federal and defense regulations; and
- (2) The Supplier's approved accounting system and method of accounting permits the direct charging of such items.

In the event the parties discover that Attachment 17 includes a Production Non- Recurring Item that is not allowable as a direct cost to this contract (as defined above), such items shall be removed from the list and the target cost and fee shall be adjusted to reflect such removal.

Nothing herein is intended to alter or change an approved accounting system that complies with applicable U.S. Treaties, U.S. federal statute, Cost Accounting Standards, and federal and defense regulation.

**Items 0003, 0004, 000501/000510, 000502/000511, 000503, 000504, 000505, 000508/000512, 0008, 0009, 0013, 0014, 0015, 0016, 0017, and 0018**- The Contractor shall perform all efforts necessary to deliver the supplies and services specified for these line items in the Performance Work Statement for the Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1), Support Equipment List, Attachment (22), Survival School Pilot Flight Equipment List, Attachment (24), Peculiar Support Equipment (PSE) for Subsystem Depot Activation, Attachment (26), and shall deliver all CTOL, STOVL and CV sustainment hardware and support efforts that:

- (a) Provide the capabilities as listed in Section J, Configuration and Capability Description Document (CCDD), Attachment (2).
- (b) Achieve the performance requirements stated in the Joint Strike Fighter (JSF) Air System Contract Specification (JCS), Attachment (2) and (13) of SDD Contract N00019-02-C-3002.



- (c) Are built to the configuration listed in the Configuration and Capability Description Document (CCDD) at Section J, Attachment (2).

In the event of conflict between the aforementioned documents, the order of precedence shall be as follows:

- (a) Capabilities listed as listed in the Configuration and Capability Description Document (CCDD), Section J, Attachment (2)
- (b) Joint Strike Fighter Air System Contract Specification (JCS), Attachment (2) and (13) of SDD Contract N00019-02-C-3002.
- (c) Performance Work Statement for LRIP 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1).
- (d) Configuration as listed in the Configuration and Capability Description Document (CCDD), Section J, Attachment (2)

**Items 0007, 0013, 1003, 2003, and 3003** – In accordance with Spares List, Section J, Attachment (21), the Contractor shall provide partner and US service aircraft spares to meet applicable Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1), and shall deliver sustainment hardware, and perform sustainment efforts that:

- (a) Provide the capabilities as listed in Section J, Configuration and Capability Description Document (CCDD), Attachment (2).
- (b) Achieve the performance requirements stated in the Joint Strike Fighter (JSF) Air System Contract Specification (JCS), Attachment (2) and (13) of SDD Contract N00019-02-C-3002.
- (c) Are built to the configuration listed in the Configuration and Capability Description Document (CCDD) at Section J, Attachment (2).

In the event of conflict between the aforementioned documents, the order of precedence shall be as follows:

- (a) Capabilities listed as listed in the Configuration and Capability Description Document (CCDD), Section J, Attachment (2)
- (b) Joint Strike Fighter Air System Contract Specification (JCS), Attachment (2) and (13) of SDD Contract N00019-02-C-3002.
- (c) Performance Work Statement for LRIP 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1).
- (d) Configuration as listed in the Configuration and Capability Description Document (CCDD), Section J, Attachment (2)

**Items 100103, 100105, 200103, 200104 and 300102** – The Contractor shall procure the long lead material identified in Section J, Attachment (12) necessary to achieve the required aircraft delivery dates specified in Section F.

Funding obligated under **Items 100103, 100105, 200103, 200104 and 300102** is the termination liability associated with the total cost of the long lead items and materials identified in Section J, Attachment (12). See NAVAIR Clause 5252.216-9504, Limitation of Government Liability (Aug 1984) (Deviation).

**Items 1001, 1004, 1007, 2001, 2004, 2005, 3001 and 3004** – The Contractor shall perform all efforts specified for these line items in the Contract Statement of Work (Attachment (1)) and shall deliver CTOL, STOVL and CV aircraft that:

- (a) Provide the capabilities as listed in Section J, Attachment (2)

- (b) Achieve the requirements stated in the Joint Strike Fighter (JSF) Air System Contract Specification (JCS), Attachments (2) and (13) of SDD Contract N00019-02-C-3002
- (c) Are built to the configuration listed in the Configuration and Capability Description Document at Section J, Attachment (2).

In the event of conflict between the aforementioned documents, the order of precedence shall be as follows:

- (a) Capabilities listed as listed in the Capabilities and Configuration Description Document (CCDD), Section J, Attachment (2)
- (b) Joint Strike Fighter Air System Contract Specification (JCS), Attachments (2) and (13) of SDD Contract N00019-02-C-3002
- (c) Contract Statement of Work, Section J, Attachment (1)
- (d) Configuration as listed in the Capabilities and Configuration Description Document (CCDD), Section J, Attachment (2)

All aircraft furnished hereunder shall be delivered capable of being upgraded to meet all the requirements for CTOL, STOVL and CV aircraft described in the Joint Strike Fighter (JSF) SDD Contract N00019-02-C-3002 JSF Air System Contract Specification (JCS)

**Items 1002, 2002, 3002** - The Contractor shall perform all efforts specified for these line items in the Contract Statement of Work (Attachment (1)) and provide all supplies identified in the Ancillary Mission Equipment (AME) Weapons List, Pilot Furnished Equipment List, and Red Gear List delineated in Section J, Attachments 4B, 4C, and 4D.

**Item 1008** – The Contractor shall perform in accordance with paragraph 3.3.1.14 of Section J, Attachment (1) Statement of Work (SOW). The Contractor shall deliver all QARs with use-as-is and repair dispositions associated with AN-002 that are known as of the effective date of this modification. The Contractor shall conduct two technical interchange meetings at a time mutually agreed to with NL representatives for AN-002.

**Item 2006** – The contractor shall perform in accordance with paragraph 3.3.1.13 of Section J, Attachment (1) Statement of Work (SOW). The contractor shall deliver all QARs with use-as-is and repair dispositions associated with BK-3 that are known as of the effective date of this modification.

**Items 3001** – Colors affect visual signature of the aircraft and may affect the overall signature of the aircraft. LM Aero will be able to better characterize the impacts after RCS testing, but waivers will be required if colors impact the Aircraft Final Finishes (AFF) data to support DD250. If waivers are not approved and additional rework is required, this will require additional out-of-scope tasks. LM shall notify the PCO 15 days prior to DD250 if a waiver or rework as a result of signature impact is required.

**Item 4000** – The Contractor shall provide Manufacturing Support Equipment (MSE) listed in Attachment (10). The Contractor acknowledges that the MSE listed in Attachment 10 reflects all equipment necessary to support the delivery schedule for items required to be manufactured under this contract.

**Items 4007AA through 4007AP, Option items 4501**– The Contractor shall provide Diminishing Manufacturing Sources (DMS) requirements as specified in Exhibits noted by “4007AA through 4007AP,” and Option Exhibits H0001, A0001M, A0001S, B0001M, B0001S, C0001M, and C0001S

**Item 4008** - The materials and services to be provided hereunder shall be in accordance with the Section H-41 Clause entitled “Ordering (Fixed Price).”

**Item 4009** – Reserved

**Items 4010** – The Contractor shall:

1. Remove the P&W engine in the F-35 Aircraft 2BF: 24
2. Remove from the engine the Dual Vane Pump (DVP)
3. Replace DVP that contains flow restrictors in DVP pressure sensor
4. Replace P&W engine back into F-35 Aircraft 2BF:24
5. Completion of regression engine run
6. Completion of Functional Check flight
7. Repair of additional non-conformance items directly resulting from the above activities

**Item 5000** - The Contractor shall provide Technical and Financial Data in accordance with the following:

- (a) Section J, Attachment (7) (LRIP 4 CSDR Contract Plan)
- (b) Section J, Attachment (14) (Contract Data Requirements List) or Contractor equivalent form
- (c) Statement of Work and Section J, Attachment (14) CDRL Plan

The Contractor shall deliver all unclassified data electronically via the JSF Virtual Enterprise (JVE).

**Item 6000** – The Contractor shall provide the JSM Risk Reduction Study for the Norway Ministry of Defence in accordance with Statement of Work in Attachment 25.

## **SECTION D - Packaging and Marking**

**Items 0001 and 0002**– The aircraft and **Special Tooling/ Special Test Equipment** to be provided hereunder shall be marked in accordance with the DFARS 252.211-7003 clause entitled “Item Identification and Valuation” and MIL-STD-130-M.

**Items 0003, 0008, 0009, 0014, and 0018** - Not Applicable.

**Items 0004, 000501/000510, 000502/000511, 000503, 000504, 000505, 000508/000512, 0007, 0013, 0015, 0016, 0017, 1003, 2003, and 3003** – The Contractor shall be responsible for the marking of JSF sustainment hardware (spares, support equipment, ALIS and training system hardware) in accordance with the DFARS 252.211-7003 clause entitled “Item Identification and Valuation”, the DFARS 252.211-7006 clause entitled “Radio Frequency Identification”, MIL-STD-129P, MIL-STD-130-M and Conformance Europeane (CE) requirements in accordance with United Kingdom Environmental Safety and Health Laws and Regulations as required in SDD. The Contractor shall package items not entering the military distribution system in accordance with ASTM D 3951. Items that cannot be protected and preserved in a cost-effective manner using commercial packaging, and items entering the military distribution system shall be packaged in accordance with MIL-STD-2073-1D. The Contractor shall identify items that are candidates for new reusable shipping and storage containers; all items requiring reusable containers shall be packaged in those containers.

**Items 1001, 1004, 1007, 2001, 2004, 2005, 3001, 3004** – The aircraft and Flight Test Instrumentation to be provided hereunder shall be marked in accordance with the DFARS 252.211-7003 clause entitled “Item Identification and Valuation”, MIL-STD-130-M, and Attachment (18 ).

**Items 1002, 2002, 3002, 4000** - The AME and PFE to be provided hereunder shall be marked in accordance with the DFARS 252.211-7003 clause entitled “Item Identification and Valuation”, the DFARS 252.211-7006 clause entitled “Radio Frequency Identification”, MIL-STD-129P, MIL-STD-130-M and Conformance Europeane (CE) requirements in accordance with United Kingdom Environmental Safety and Health Laws and Regulations as required in SDD. The Contractor shall package items not entering the military distribution system in accordance with ASTM D 3951. Items that cannot be protected and preserved in a cost-effective manner using commercial packaging, and items entering the military distribution system shall be packaged in accordance with MIL-STD-2073-1D. The Contractor shall identify items that are candidates for new reusable shipping and storage containers; all items requiring reusable containers shall be packaged in those containers.

**Item 1008** – The Contractor shall provide supplies and services delivered under this CLIN packaged in accordance with best commercial practices

**Item 2006** – The contractor shall provide supplies and services delivered under this CLIN packaged in accordance with best commercial practices.

**Items 4007AA through 4007AP, Option items 4501**– Any supplies provided hereunder that require packaging shall be adequately packaged and packed in accordance with (IAW) Exhibits noted by “4007AA through 4007AP,” and Option Exhibits H0001, A0001M, A0001S, B0001M, B0001S, C0001M, and C0001S

**Item 4008** – Any services or supplies provided hereunder that require packaging shall be adequately packaged and packed in accordance with the contractor’s best commercial practices to assure safe delivery at destination or as specified in each contract modification issued in accordance with the Section H-41 Clause entitled “Ordering (Fixed Price).”

**Item 4009** – Reserved



**Item 5000** - Preservation, packaging, and marking of unclassified information to be furnished under Section J, Attachments 7, 11 and 15, shall be in accordance with the Contractor's best commercial practice. All unclassified information shall be delivered electronically via the JVE. Preservation, packaging and marking of classified information to be furnished under Section J, Attachment (15) or Contractor equivalent form shall be in accordance with the National Security Program Operating Manual (DoD 5220.22-M) and Security Guidelines contained in the Contract Security Classification Specification, DD Form 254, Section J, Attachment (8). All classified information that is authorized for electronic transmission shall be delivered electronically via the appropriate Government classified network—Joint Strike Fighter Secret Network (JSN) or Joint Strike Fighter Top Secret Network (JTSN).

**Item 6000** – Packaging and marking of the data deliverables shall be in accordance with NAVAIR clause 5252.247-9507 entitled "Packaging and Marking of Reports." Marking of hardware deliverables shall be in accordance with DFARS clause 252.211-7003 entitled "Item Identification and Valuation" and MIL-STD-130-M.

**CLAUSES INCORPORATED BY REFERENCE: (APPLICABLE TO ALL CONTRACT LINE ITEMS):**

252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7006	Radio Frequency Identification	FEB 2007
5252.247-9507	Packaging and Marking of Reports	OCT 2005
5252.247-9508	Prohibited Packing Materials	JUN 1998

**CLAUSES INCORPORATED BY FULL TEXT**

**5252.223-9502 HAZARDOUS MATERIAL (NAVAIR) (APR 2009)**

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact:

Location	Contact	Location	Phone Number
Yuma MCAS	David Rodriguez	Bldg 228	928-269-2282
Eglin AFB	Thomas Prier	Bldg 600	850-882-5929
Nellis AFB			702-652-2446

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005) (APPLICABLE TO ALL CONTRACT LINE ITEMS)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDDL), DoD 5010.12-L, and DIDs listed therein. The AMSDDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

**5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998)**

- (a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.
- (b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as specified, relative to each CLIN, above.
- (c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.
- (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.



## SECTION E - Inspection and Acceptance

Item 0001 and 0002- Inspection and Acceptance of items delivered to Air Force Plant #4 will be performed by DCMA LMFV. Inspection and Acceptance on items to be delivered to subcontractors (U.S. or foreign), Lockheed Martin divisions, or military bases, shall be performed by the cognizant CAO at the manufacturing locations

Items 0003, 0004, 000501/000510, 000502/000511, 000503, 000504, 000505, 000508/000512, 0007, 0008, 0009, 0013, 0014, 0015, 0016, 0017, 0018, 1003, 2003, and 3003 – Inspection and acceptance on items delivered to Air Force Plant #4 will be performed by DCMA LMFV. Inspection and Acceptance on items to be delivered to subcontractors (U.S. or foreign), Lockheed Martin divisions, or military bases, shall be performed by the cognizant CAO at the manufacturing locations.

**Items 1001, 2001, and 3001** - Inspection and acceptance of the supplies and services to be provided hereunder shall be performed at the Contractor's facility in Fort Worth, TX by the Contract Administration Office (CAO), **in accordance with Section J, Attachment (3), Acceptance Process**, utilizing DD Form 250. Any variances presented at the time of delivery shall be documented by the CAO on the DD-250.

**Items 1001, 2001, and 3001 Concurrency:** Inspection and acceptance criteria for all concurrency supplies and services shall be as follows:

For Retrofits Procured Under LRIP Production Contracts					
Deliverable	Verified By	Verification Artifact	Physical Verification Site	Method	Substantiating Document for Release of Withhold
TCTD Fleet Release  Service	JPO QA Representative	DMRL module on JDL	Source – Place of Performance	JPO validation of DMRL module on JDL verifying TCTD number and release	Signed KCC Package presented by authorized JPO QA representative, copy provided to DCMA Quality and ACO. For concurrency ECPs authorized under aircraft or concurrency CLINs, the ACO will compile artifacts and release withhold money in accordance with the milestone payment schedule approved in the definitized ECP.
Complete Retrofit Kit  Supplies	DCMA LMFV and JPO QA Representative at delivery site	Parts inventory of retrofit kits and Accomplished Kind, Count, and Condition (KCC) documentation as provided by the JPO QA Onsite Representative.	Source – Place of Performance	Kind, count, & condition inspection at point of kit integration. JPO QA Representative will provide DCMA accomplished Kind, Count, and Condition (KCC) documentation to confirm verification of supplies at delivery site.	DCMA Quality provides eagle stamp on shipper, copy provided to JPO electronically and DCMA ACO. For concurrency ECP kits procured under aircraft or concurrency CLINs, the ACO will compile artifacts and release withhold money in accordance with the milestone payment schedule approved in the definitized ECP.
Depot Kit Integration into A/C – Service Depot Scenario	JPO QA Representative	ALIS CMMS module reports and Accomplished Kind, Count, and Condition (KCC) documentation as provided by the JPO QA Onsite Representative.	Destination – Place of Performance	JPO validation of ALIS CMMS module reports and accomplished Kind, Count, and Condition (KCC) documentation as provided by the JPO QA Onsite Representative.	Signed KCC Package presented by authorized JPO QA representative, copy provided to DCMA Quality and ACO. For concurrency ECPs authorized under aircraft or concurrency CLINs, the ACO will compile artifacts and release withhold money in accordance with the milestone payment schedule approved in the definitized ECP.

Items 1002, 2002, 3002, and 4000 - Inspection and Acceptance of items delivered to Air Force Plant #4 will be performed by DCMA LMFV. Inspection and Acceptance on items to be delivered to subcontractors (U.S. or foreign), Lockheed Martin divisions, or military bases, shall be performed by the cognizant CAO at the manufacturing locations.

The Pilot Flight Equipment (PFE) shall include below-the-neck equipment and the Helmet Mounted Display (HMD). HMD (and mask) operating function inspection shall be performed by the Government per F35-AAX-A2020000600-121 A-A. Inspection and acceptance of the HMD shall be documented by zero lot DD-250 to support the final one lot DD-250 for the respective CLIN under which the HMD is being delivered.

Below-the-neck PFE and Pilot Mounted Survival Equipment inspection shall be evidenced by a Certificate of Conformance (CoC) in accordance with FAR 52.246-15, Certificate of Conformance (APR 1984). COCs accompanied with zero lot DD250s (for interim shipments) shall be used to support the final one lot DD-250 for the respective CLIN under which the Below-the-neck PFE and Pilot Mounted Survival Equipment are being delivered. Critical Safety Items which are contained in Section J, Attachment 16, at time of ordering shall require Government Inspection and may not be processed via the CoC process.

**Item 1002, 2002, 3002 and 4000 - All Weapons-AME and AME-PFE shall be considered "Inspected" "Origin", "Accepted" "Origin" and "FOB" "Origin" irrespective of actual locations where these events may take place. It is recognized by all parties that items such as the helmet components are delivered to the Pilot Fit Facility at Eglin Air Force Base where they are fitted to specific pilots before going through the acceptance process and eventually accepted via WAWF (DD-250) by the DCMA QA, Fort Worth, TX. For any AME being Inspected and Accepted by DCMA QA, Fort Worth, TX, the "Ship From" Code shall be EY9310.**

**Items 1004, 1007, 2004, 2005, 3004 -** Inspection and acceptance of the Flight Test Instrumentation Group A to be provided hereunder shall be performed at the Contractor's facility in Fort Worth, TX or at the subcontractor's facility (U.S. or foreign) by the Contract Administration Office (CAO) utilizing DD Form 250. Acceptance Procedures are specified in Section J, Attachment (3). Inspection and Acceptance by the Government of all Flight Test Instrumentation Group B will be performed by the DCMA or its designated representative. Production parts removed from the aircraft during installation and check out of the DART Pod shall be documented on a DD Form 1149. The contractor shall provide a list of all production parts removed from the aircraft during the installation and check out of the DART Pod on a DD Form 1149. Any variances presented at the time of delivery shall be documented by the CAO on the DD-250.

**Item 1008 –** Inspection and acceptance of the services to be furnished hereunder shall be conducted by the F-35 JPO with DCMA LMFW **and NL representative for the AN-002.**

**Item 2006 –** Inspection and acceptance of the services to be furnished hereunder shall be conducted by the F-35 JPO with DCMA LMFW support.

**Option items 4501** – The supplies provided hereunder shall be inspected and accepted as specified in Exhibits noted by "4007AA through 4007AP," and Option Exhibits H0001, A0001M, A0001S, B0001M, B0001S, C0001M, and C0001S

4007AA, 4007AB, 4007AC, 4007AD, 4007AE, 4007AF, 4007AG, 4007AH, 4007AJ, 4007AK, 4007AL, 4007AM, 4007AN, 4007AP, 4008AA, 4008AB & 4008AC: Supplies procured under this exhibit shall be considered "Contractor-Acquired Property" for purposes of FAR 52.245-1, Government Property (MONTH YEAR), under this contract. This will occur upon the accepted 1-LOT DD250, submitted by LM Aero-FW, substantiated using shipping and/or receiving documentation that accounts for the parts and quantities on contract for each respective CLIN. If the supplies are transferred to subsequent contracts, the version of FAR 52.245-1, Government Property, incorporated in the subsequent contracts until acceptance of the end item or component in which the supplies are incorporated shall apply. As part of assuming those responsibilities, the Contractor shall be responsible for management, storage, and transportation of the supplies procured under this exhibit from the initial acquisition of the supplies through acceptance of the end item or component in which the supplies are incorporated. Inspection and acceptance of the supplies to be furnished hereunder shall be accomplished by DCMA-FW using the documentation provided with the 1-LOT DD250.

**Item 4008** – The services or supplies provided hereunder shall be inspected and accepted as specified in Exhibit M0001.



**Item 4009 – Reserved**

**Items 4010** – The supplies provided hereunder shall be inspected and accepted when one engine run up and one Functional Check Flight (FCF) has been successfully completed and verified by DCMA at the Contractor's facility in Fort Worth, TX. Evidence of completion shall be by a Receiving Report (DD-250) processed through Wide Area Work Flow (WAWF).

**Item 5000** - Inspection and acceptance of the information to be furnished hereunder shall be in accordance with Section J, Attachment (15) (Contract Data Requirements List) or Contractor equivalent form.

In no case shall the Government's right to inspect supplies under the inspection provisions of the contract be prejudiced through the use of a Certificate of Conformance.

**Item 6000** – Inspection and acceptance shall be in accordance with the terms of the basic contract. Acceptance shall be performed by the Joint Strike Fighter Program Office.

CLAUSES INCORPORATED BY REFERENCE (APPLICABLE TO ALL CONTRACT LINE ITEMS):

52.246-15	Certificate of Conformance	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY REFERENCE (APPLICABLE TO COST REIMBURSEMENT LINE ITEMS ONLY):

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

CLAUSES INCORPORATED BY REFERENCE (APPLICABLE TO FIXED PRICE LINE ITEMS ONLY):

52.246-16	Responsibility For Supplies	APR 1984
52.246-2 -- Alt I	Inspection Of Supplies - Fixed Price (Aug 1996) - Alternate I (Jul 1985)	AUG 1996
52.246-4	Inspection Of Services Cost-Fixed Price	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT:

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)** (APPLICABLE TO ALL CONTRACT LINE ITEMS)

The Contractor shall comply with the higher-level quality standard selected below.

AS9100:2000

**5252.209-9503 CONTRACTOR NOTIFICATION TO QUALITY ASSURANCE (NAVAIR) (MAY 2009)**  
(APPLICABLE TO ALL CONTRACT LINE ITEMS)

(a) Due to the critical application of the material contracted for hereunder, a representative of the Joint Strike Fighter Program Office Quality Assurance Section (QAS) is available to furnish technical assistance on quality assurance matters and shall have the option of conducting quality assurance surveillance for the first lot of material produced

under this contract (and subsequent lots if necessary). This QAS surveillance requirement will be performed in conjunction with the Quality Assurance Representative (QAR) of the cognizant Defense Contract Management Agency (DCMA) and does not abrogate the authority of the DCMA QAR. The Contractor agrees to notify, in writing, the Production Contracting Officer, Joint Strike Fighter Program Office, when the material is scheduled to be presented to the DCMA QAR for Government inspection and acceptance. This notification shall afford the QAS representative the option of being present during the inspection.

(b) Notification may be provided via telephone (703) 601-5727 immediately followed by written confirmation. A minimum of fourteen (14) working days notice is required after receipt of the notification to arrange for the QAS representative visit.

**5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005) (APPLICABLE TO ALL CONTRACT LINE ITEMS)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed as specified, relative to each CLIN, above.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995) (APPLICABLE TO ALL CONTRACT LINE ITEMS)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate.

## SECTION F - Deliveries or Performance

**Items 0001 and 0002-** The Contractor shall provide Production Non-Recurring items required hereunder in time to support the delivery schedule of all items required under this contract and projected LRIP production requirements (specified as “Lot Need” dates in Attachment (17)).

**Item 0003** - The Contractor shall provide recurring sustainment support from 01 October 2010 through 31 May 2011 for tasks identified in the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1).

**Item 0004** – The Contractor shall provide support for tasks identified in the Performance Work Statement for Low Rate Initial Production Lot-4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1); all efforts shall be completed by 31 December 2013, unless specifically noted below. In addition, the following deliverables are identified below:

**Ejection Seat:** One (1) Mock Up Ejection Seat shall be delivered to the Pilot Fit Facility at Eglin AFB, FL no later than 31 August 2012.

**LM STAR:** LM STAR hardware shall be installed and operational in accordance with the following schedule:

Item	Site	Station Type	Product	Part Number	Quantity	LRIP 4 Proposal Delivery Dates (On-site)
Sust-1	GE Aviation – UK	EO Station	SFD LM STAR	6454310G1 + *F35 EO UPGRADE	1	10/30/2013
Sust-2a	LM M&FC Ocala	EO Station	EOTS	6454021G1N On-Gimbal 2 Bay	1	4/30/2013
Sust-2b	LM M&FC Ocala	EO Station	EOTS LM STAR	6454018G1 Gimbal 3 Bay	1	4/30/2013
Sust-3	Hamilton Sundstrand-Rockford	Digital Station	EPG&C LM STAR	6454012G3	1	6/30/2013
Sust-4	GE Aviation	Digital Station	AMS	6455200G1	1	2/28/2013
Sust-5	GE Aviation - UK	Digital Station	EPMS	6454012G3	1	10/31/2012
Sust-6	GE Aviation	Digital Station	RIO	6454012G3	1	10/31/2012
Sust-7	NGC - San Diego	RF Station	CNI	6415208G3	1	8/31/2013
Sust-8	Harris - Palm Bay	RF Station	CNI	*6415208G3A	1	8/31/2013
Sust-9	Selex - Italy	RF Station	CNI	*6415208G3A	2	9/30/2013
Sust-10	EFW	RF Station	CNI	*6415208G3A	1	9/30/2013
Sust-11	VSI (Elbit – Israel)	EO Station	HMDS	6415304G1	1	10/31/2013
Sust-12	BAE - Endicott	Digital Station	VMC LM STAR	6454012G20	1	6/30/2013
Sust-13	USG Depot – WRALC	Digital Station	VMC / RIO LM STAR	6454012G4	1	11/30/2012

Sust-14	USG Depot – WRALC	RF Station	GPS LM STAR Mezzo-Set	6454013G8	1	2/28/2013
Sust-15	Teledyne-Nashville, TN	RF Station	GPS LM STAR	6454013G8	1	9/30/2013
Par-1	GE Aviation - UK	PAR Rack	EPMS LM STAR	6415485G1	1	12/31/2012
Kit -1	Moog - East Aurora	Upgrade	EHAS	6454012G27	1	12/31/2012
Kit -2	Parker - Long Island	Upgrade	EHAS	6454012G28	1	12/31/2012
Kit -3	GE Aviation - UK	Upgrade	EPMS - MUX Upgrade Kit	*F35 MJX UPGRADE	1	7/31/2011
Kit -4	GE Aviation - UK	Upgrade	EPMS & RIO 50V DCPS	*F35 MJX UPGRADE	4	7/31/2011
Kit -5	GE Aviation - UK	Upgrade	EPMS & RIO 450V DCPS	*F35 MJX UPGRADE	2	7/31/2011
Kit -6	GE Aviation - UK	Upgrade	EPMS & RIO 485 Comm	*F35 MJX UPGRADE	2	7/31/2011
Kit -7	GE Aviation - UK	Upgrade	EPMS & RIO Emer Off	*F35 MJX UPGRADE	0	N/A
Kit -8	Selex - Italy	Upgrade	CNI - Mod Kit – - 40 GHz	6454234G4 Kit	1	9/30/2013
Kit -9	All	Upgrade	PC Upgrade Kit	*F35 PC UPGRADES	65	5/21/2014
Kit -10	L-3 Com-Alpharetta	Upgrade	PCD Analog Cards/Upgrade Kit	21F-CN20280	1	3/29/2013

Sust-15 P/N 6454013G8 shall be marked for use by Production Non-Recurring after delivery.

**Pilot Flight Equipment:** Equipment shall be delivered as identified in Survival School Pilot Flight Equipment, Attachment (24). All equipment shall be provided in time to support survival school training per the CSOW but shall be delivered no later than 31 December 2012.

**Support Equipment:** All equipment shall be provided in time to support aircraft operations as specified in the Performance Work Statement for Low Rate Initial Production Lot-4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1); Annex B but shall be delivered no later than **31 December 2014 with the exception of the following deliverables identified below:**

Part/Task Description	SEID	JSF P/N	Delivery Date
Transport, MHU-191	J75115	2SJJ02532-0001	30 Nov 2016
AC Cart, Diesel	J41001D	2SJJ00726-0001	30 Nov 2016
AC Cart, Electric	J41001E	2SJJ00727-0001	30 Nov 2016
Diesel Cart 270V	J42001	2SJJ00638-0001	30 Nov 2016
Power Converter	J42002	2SJJ00639-0001	30 Nov 2016
Cradle, Gun Pod	J75189	2SJJ01837-0001	30 Nov 2016
Adapter Set, PFE	J96009	2SJJ00748-0001	30 Nov 2016
Crane, Floor	J00017	2SJJ00489-0001	30 Nov 2016



Hoist, OHS Control	J75401	2SJJ00886-0001	30 Nov 2016
NLG Restraint	J13026C	2SJJ03991-0001	30 Nov 2016
Adapter, Loading Pylon	J75436	2SJJ04785	30 Nov 2016
Adapter, Pylon ARL/AAP	J75437	2SJJ04792	30 Nov 2016
Adapter, Transport, Pylon	J75438	2SJJ04784	30 Nov 2016

**Item 0005** – The Contractor shall provide support for tasks identified in Performance Work Statement for Low Rate Initial Production Lot-4 for the F-35 Joint Strike Fighter (CSOW); Section J; Attachment (1); all efforts shall be completed by 31 December 2012 with the exception of the following deliverables identified below:

**ALIS:** ALIS unique hardware shall be installed as defined in the following schedule and operational within 60 days after ATC and TCTD approval of ALIS 103A3 with the exception of the 2 ship kits which are delivery only:

**Note:** ALIS dates are deemed to be “Go Live Dates” that include the government provisions for Authority to Operate (ATO) and Authority to Connect (ATC).

Sub-Line Item	ALIS	Date	Site
000501/000510	SQN Kit  <b>GBCU HW not in ALIS Architecture. Deliver 1 GDR to Hill AFB</b>	15 Jan 13  <b>1 Aug 2015</b>	Nellis (USAF)
000501/000510	Academic Kit (SOU-U) (Originally Nellis USAF Base Kit, currently residing at 58 FS Eglin AFB)	1 Dec 14	Luke ATC (USAF)
000501/000510	SQN Kit*	31 Jan 12	Edwards (USAF)
000501/000510	SOU-U Kit ***** (originally Edwards Base Kit SOU-U)	1 Dec 14	Fort Worth
000503	SQN Kit  <b>GBCU HW not in ALIS Architecture. Deliver 1 GDR to EDW-UK</b>	01 Sept 13  <b>01 Sept 2015</b>	Edwards (UK)
000502/000511	SOU-U Kit	30 May 12	Yuma (USMC)
000502/000511	SQN Kit	30 Apr 12	Yuma (USMC)

	<b>GBCU HW not in ALIS Architecture. Deliver 1 GDR to Luke-NO</b>	<b>01 Nov 2015</b>	
000502/000511	Deployment Kit (distributed across two locations)	13 Dec 13	Luke (USAF)
		1 Nov 15	Yuma (USMC)
000502/000511	Ship Kit*  <b>GBCU HW not in ALIS Architecture. Deliver 1 GDR to Eglin-USN</b>	13 May14  <b>1 Sept 2015</b>	LHDA (USN)****
000502/000511	Ship Kit Install	31 Mar 14 - 31 Aug 14	LHDA (USN) (Install Window)
000508/000512	SQN Kit  <b>GBCU HW not in ALIS Architecture. Deliver 2 GDR to Hill AFB</b>	28 Feb 13  <b>1 Aug 2015</b> <b>1 Aug 2015</b>	Eglin (USN)
000508/000512	Ship Kit PPIL.SSIL Lab	30 Aug 11	CVNA (USN)
000508/000512	Ship Kit (CVNB kit)***  <b>GBCU HW not in ALIS Architecture. Deliver 1 GDR to Luke-NO</b>	19 Dec 2014  <b>1 Nov 2015</b>	Attn Code 59241, Brian Madsen  SPAWAR System Center/PAC San Diego  Seaside Facility, Systems Street  Bldg 606, Rm 339  53560 Hull Street  San Diego, CA 92152  619-553-9826
000508/000512	Ship Kit Install (CVNB Kit)†	30 Jun 14 - 31 Dec 14	Attn Code 59241, Brian Madsen  SPAWAR System Center/PAC San Diego  Seaside Facility, Systems Street  Bldg 606, Rm 339  53560 Hull Street

			San Diego, CA 92152 619-553-9826
0016	ALIS Depot Kit  GBCU HW not in ALIS Architecture. Deliver 1 GDR to Hill AFB	28 Feb 13  1 Aug 2015	Ogden (USAF)

**† Completion of install is defined as unpacking equipment, installing in proper location in SPAWAR facility, ALIS internal connections completed, and power on/off confirmation.**

**\*A Ground Data Receptacle (GDR) from both LHDA (USMC) Ship Kit and Edwards UK Squadron Kit shall be delivered to MCAS Beaufort**

**\*\* Items from the MCAS Yuma VMFA-1 Deployment Kit shall be delivered to the following locations:**

<b><u>Item</u></b>	<b><u>Delivery Location</u></b>
<b><u>SOU-U, ALIS</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>OOBM, ALIS</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>SOU-C, ALIS</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>OOBM S, ALIS</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>OMS GW, ALIS</u></b>	<b><u>MCAS Yuma VMFA-2, after repurposing to an OMS WS***</u></b>
<b><u>OMS GW, ALIS</u></b>	<b><u>MCAS Yuma VMFA-2, after repurposing to an OMS WS***</u></b>
<b><u>OMS GW, ALIS</u></b>	<b><u>MCAS Yuma VMFA-2, after repurposing to an OMS WS***</u></b>
<b><u>LOHAS WS, ALIS</u></b>	<b><u>MCAS Yuma VMFA-2</u></b>
<b><u>LOHAS WS, ALIS</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>UAF-S, ALIS</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>UAF-S/SAR, ALIS</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>RECEPTACLE, GROUND DATA (GDR)</u></b>	<b><u>Luke AFB PTC 1-1</u></b>
<b><u>RECEPTACLE, GROUND DATA (GDR)</u></b>	<b><u>Luke AFB PTC 1-1</u></b>

**\*\*\*OMS GWs are to be repurposed to OMS WSs prior to shipment**

**\*\*\*\*Items from the LHD-A Ship Kit shall be delivered to the following location:**

**POC: MR. Ron Bilyj (GDIT)**  
**1545 Crossways Blvd, Suite A**  
**Chesapeake, VA 23320**  
**757-451-7989**

**In addition, the delivery date of LOHAS WS, LOHAS GDR, GBCU/DS, and GBCU/DS GDR items under SLIN 000502/000511 is changed to 30 November 2014.**

\*\*\*\*\* For items shipped-in-place to the Lockheed Martin facilities at Fort Worth, Texas the Contractor shall utilize the equipment for the period until 31 July 2017 in support of SDD stand-up and release testing, and augmentation of LRIP equipment deliveries. During this period, the JPO reserves the right to recall any of the shipped-in-place ALIS equipment immediately in the event of a natural disaster situation; otherwise, by providing the Contractor with six (6) months' notice. By 31 May 2017, the JPO shall provide direction of the shipping location(s) and ALIS Release(s) to be installed for this equipment. Scope for reconfigurations of the ALIS equipment shall also be provided by the JPO

at this time. By 31 July 2017, the Contractor shall reconfigure this ALIS equipment for operational use and ship as per the JPO direction.

The end of the period of performance for CLIN 0005 is 31 August 2017.

<b>Sub-Line Item</b>	<b>Deliverable*</b>	<b>Qty</b>
<b>000508</b>	<b>Standard Operating Unit – CLASSIFIED (SOU-C) Rack, 901D-LLC P/N: 100-CA-1426-XBFE (Empty/Skeleton, without COTS hardware or external wiring harness)</b>	<b>1</b>
<b>000508</b>	<b>Standard Operating Unit – UNCLASSIFIED (SOU-U) Rack, 901D-LLC P/N: 100-CA-1425-XBFE (Empty/Skeleton, without COTS hardware or external wiring harness)</b>	<b>1</b>
<b>000508</b>	<b>Ground Data Security Assembly Receptacle (GDR) Rack, 901D-LLC P/N: 100-CA-1427-XBFE (Empty/Skeleton, without COTS hardware or external wiring harness)</b>	<b>2</b>

**\*Delivery Required Not Later than 1 May 2013**

**\*Delivery Location:**

**Supervisor of Shipbuilding, Conversion and Repair, USN**

**SHIPYARD Receiving Area**

**DoDAAC: N62792**

**ATTN: Lorraine Moyer / (757) 688-9583**

**Warehouse 91**

**1000 48th Street**

**Newport News, VA 23607**

**CVN 78 Schedule “A” Items: 870AA0004 / 870AA0005 / 870AA0020**

**Depot Activation:** Depot activation for the following subsystems shall be completed in accordance with the Depot Implementation Plan, 2PFP00010 (Rev. 4) and identified below:

<b>System</b>	<b>Subsystem</b>	<b>Depot Location</b>	<b>Initial Activation Dates</b>	<b>Full Activation Dates</b>
Airframe Systems	Doors, Panels, and Covers*	OOALC;	31 December 2012	30 May 2013
Airframe Systems	Radome*	OOALC;		30 June 2014
Utilities & Subsystems	Landing Gear System*	OOALC	31 December 2013	31 May 2014
Vehicle Systems Processing	Rio*	WRALC		31 December 2013
Vehicle Systems Processing	VMC*	WRALC		31 December 2013
Tactical Systems	GPS*	WRALC		30 September 2014

**\* Peculiar Support Equipment is identified in Section J, Peculiar Support Equipment (PSE) for Subsystem Depot Activation; Attachment 26**



**Support Equipment:** Equipment shall be delivered as identified in the Support Equipment List; Attachment (22). All equipment shall be provided in time to support aircraft operations as specified in Performance Work Statement for Low Rate Initial Production Lot-4 for the F-35 Joint Strike Fighter (CSOW); Section J; Attachment (1); Annex B and shall be delivered no later than 31 May 2014. **For DD250 purposes, ship to code will be as follows:**

**Q95433**  
**CEVA Government Services, LLC.**  
**5300 Alliance Gateway Freeway,**  
**Suite 100,**  
**Fort Worth, TX 76177**

**Site Activation:** Site activation planning efforts as defined in the Performance Work Statement for Low Rate Initial Production 4; Section J; Attachment (1) shall be completed as defined in the following schedule:

Sub-Line Item	Site Activation	Date	Site
000504	Site Survey	31 July 10	Decimomannu AB
000508/000512	Site Survey	31 Aug 11	NAF El Centro
000508/000512	Site Survey	31 Jan 11	NAS Fallon
000508/000512	Site Specific Activation Planning (SSAP)	31-Dec-11	NAS Fallon
000508/000512	Site Survey	30 Nov 10	CVNB (CVN 72)
000502/000511	Site Survey	31 Jan 15	Marine Wing Liaison Kadena
000502/000511	Site Specific Activation Planning (SSAP)	30 Sept 15	Marine Wing Liaison Kadena
000508/000512	Site Specific Activation Planning (SSAP)	30 Apr 11*	NAS Lemoore
000504	Site Specific Activation Planning (SSAP)	30 Apr 11	ITS Cavour

**Site Activation Execution:** The Contractor shall complete site activation activities as defined in the Performance Work Statement for Low Rate Initial Production Lot-4 for the F-35 Joint Strike Fighter (CSOW); Section J; Attachment (1) for the following locations:

Sub-Line Item	Site	Site Activation Completion Events	Date
000502/000511	Beaufort, USMC	SATAF Conference #5	27 July 12
000501/000510	Nellis AFB	Design Review (DR) to Support 100% SIM	31 May 12
000504	Grotaglie NAS	DR to Support Hangar	15 May 12
000501/000510	Hill, AFB	One (1) DR	31 August 12
000502/000511	Yuma, AFB	SATAF Conference #5	31 August 12
000504	Grotaglie NAS	SATAF Conference #3	31 August 12
000502/000511	Iwakuni, USMC	One DR at 30% Maturity	31 December 12
000501/000510	Nellis, AFB	SATAF Conference #7	31 August 12

000502/000511	Iwakuni, USMC	One (1) DR at 60% Maturity	31 August 12
000502/000511	Iwakuni, USMC	SATAF Conference #5	30 September 12
000501/000510	Luke, AFB	SATAF Conference #1	30 October 12
000502/000511	Iwakuni, USMC	One (1) DR at 90% Maturity	31 August 12
000502/000511	Beaufort, USMC	SATAF Conference #6	31 December 12

**Trainers:** Trainers shall be installed and operational as defined in the following schedule:

Sub-Line Item	TRAINING SYSTEM		
000502/000511	Full Mission Simulator (FMS #7)	31-Aug-12	Yuma
000502/000511	Full Mission Simulator (FMS #8)	31-Aug-12	Yuma

**Item 2003** - The spares to be procured as identified in the Spares List; Attachment 21; shall be delivered in time to support LRIP 4 CTOL, STOVL and CV operational flights, in accordance with the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1) and Annex B but spares shall be delivered prior to 30 June 2015. The end of the period of performance for CLIN 2003 is 31 December 2015.

**Item 0007**- The spares to be procured as identified in the Spares List; Attachment 21; shall be delivered in time to support LRIP 4 CTOL, STOVL and CV operational flights, in accordance with the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1) and Annex B but spares shall be delivered prior to **30 June 2016**.

**Item 1003 and 3003** - The spares to be procured as identified in the Spares List; Attachment 21; shall be delivered in time to support LRIP 4 CTOL, STOVL and CV operational flights, in accordance with the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1) and Annex B but spares shall be delivered prior to **31 December 2015**.

**Item 0008** - The Contractor shall provide recurring CSR sustainment engineering and support from 01 October 2010 through 31 May 2011 for tasks identified in Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1).

**Item 0009** - The Contractor shall provide recurring sustainment operations from 01 March 2010 through 31 May 2011 for tasks identified in Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1).

**Item 0013** – The spares to be procured as identified in the Spares List; Attachment 21; shall be delivered in time to support LRIP 4 CTOL, STOVL and CV operational flights, in accordance with the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J, Attachment (1) and Annex B but spares shall be delivered prior to 30 September 2015.

**Item 0014** - The Contractor shall provide recurring sustainment support from 01 March 2010 through 31 May 2011 for tasks identified in Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1).

**Item 0015** – The Contractor shall provide support for tasks identified in Performance Work Statement for Low Rate Initial Production Lot-4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1). All efforts shall be completed by 30 September 2017. In addition, the following deliverables are identified below:

**Training Hardware:** Training Hardware shall be installed and operational in accordance with the following schedule:

TRAINING SYSTEM	Date	Site
Full Mission Simulator (FMS #5)	31-Dec-12	Eglin
Full Mission Simulator (FMS #6)	31 Dec 13	MCAS Beaufort
Weapons Loading Trainer (WLT#3)	31-Dec-12	Eglin
Aircraft Systems Maintenance Trainer (ASMT #4)	29-Feb-12	Eglin

**Item 0016** – The modification facility shall be activated and ready to accept aircraft and perform required workload at Ogden Air Logistics Center (OO-ALC) by 01 November 2013 in accordance with the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1). All hardware or acceptable workarounds shall be delivered by **31 December 2014 with the exception of the following deliverables identified below:**

Part/Task Description	SEID	JSF P/N	Delivery Date
Transport, MHU-191	J75115	2SJJ02532-0001	14 Apr 2015
AC Cart, Diesel	J41001D	2SJJ00726-0001	30 Nov 2016
AC Cart, Electric	J41001E	2SJJ00727-0001	30 Nov 2016
Diesel Cart 270V	J42001	2SJJ00638-0001	30 Nov 2016
Power Converter	J42002	2SJJ00639-0001	30 Nov 2016
Adapter Set, PFE	J96009	2SJJ00748-0001	28 Jul 2016
NLG Restraint	J13026C	2SJJ03991-0001	30 Nov 2016

System	Subsystem	Depot Location	Initial Activation Dates	Full Activation Dates
Airframe Systems	Air Vehicle	OOALC	01 November 2013	30 November 2016

**The end of the period of performance for CLIN 0016 is 31 January 2017.**

**Item 0017** – The CSR sustaining engineering support, Depot Phase I, and sustainment activities in accordance with the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1) shall be completed by 31 August 2015.

**Item 0018** - The Contractor shall provide LM STAR PBL Maintenance from 01 March 2011 through 31 May 2011 for tasks identified in the Performance Work Statement for Low Rate Initial Production 4 for the F-35 Joint Strike Fighter (CSOW), Section J; Attachment (1).

Items 1001, 1004, 1007, 2001, 2004, 2005, 3001, 3004 - The Aircraft and Flight Test Instrumentation to be provided hereunder shall be delivered by the Contractor in accordance with the following schedule:

LRIP 4 Deliveries	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13
USAF CTOL (Item 1001)				1		2	2	1
USAF CTOL FTI (Items 1001/1004)	1	1	2					
NL CTOL A/C and FTI (Item 1001/1007)							1	
USMC STOVL (Item 2001)		1	1	1	3	2	2	4
USMC STOVL FTI (Item 2001/2004)	2							
UK STOVL FTI (Items 2001/2005* – not including FTI Group A)				1				
USN CV FTI (Items 3001/3004)		1	1	1				1

\* The UK STOVL Item 2005 shall include the delivery of all FTI EXCEPT Group A. Group A has been removed from the Aircraft.

Fsection b

Item 1001 - The completion date for CLIN 1001 will be 5 August 2017.

Item 1002, 2002 and 3002 - Item 1002, 2002 and 3002 – As a result of the Debit/Credit Proposal identified in PCOL AIR-2.6/13-250-291538, dated 25 April 2013 (LM Aero PPD 13-00070), It is hereby agreed that as part of the "Cost of Work Added" under this Debit/Credit proposal, components which can be used for future follow-on efforts have been removed and/or are segregated and will be retained by Marvin Engineering specifically for cost reduction efforts for part numbers: 2ZAH48300, 2ZAH48350, 2ZAH4001-2006, 2ZAH4003-2006 and 2ZAH42300. Parts shall be retained by Marvin until directed otherwise by the JPO PCO.

Item 2001 and 3001 - The completion date for CLIN 2001 and 3001 will be 29 September 2017.

Item 1004, 2004, 2005, and 3004 - The completion date for CLIN 1004, 2004, 2005, and 3004 will be 13 February 2015.

Item 4000 - The completion date for CLIN 4000 will be 30 September 2017.

Items 1002 – The completion date for the delivery of all Countermeasures Useful Load items, to include CI-3, MJU-68/B flares, and CCU-168 squib, shall be 31 November 2015.

Items 2002 – The completion date for the delivery of all Countermeasures Useful Load items, to include CI-3, MJU-68/B flares, and CCU-168 squib, shall be 15 February 2016.

Items 3002 – The completion date for the delivery of all Countermeasures Useful Load items, to include CI-3, MJU-68/B flares, and CCU-168 squib, shall be 30 April 2015.

Items 1002 – Except for AME designated for Nellis AFB, the Contractor shall provide supplies required hereunder on or before 15 April 2016. At all sites, AME shall not be delivered prior to full operational ALIS capability existing



at the receiving bases/commands, except for those items specifically identified in Section J, Attachment 4, Master AME List, as being ferried on the aircraft. The AME delivery schedule may disassociate AME assets from particular aircraft as necessary to ensure AME is only delivered to bases and commands with full operational ALIS capability.

Items 2002 – Except for AME designated for Nellis AFB, the Contractor shall provide supplies required hereunder on or before 15 February 2016. At all sites, AME shall not be delivered prior to full operational ALIS capability existing at the receiving bases/commands, except for those items specifically identified in Section J, Attachment 4, Master AME List, as being ferried on the aircraft. The AME delivery schedule may disassociate AME assets from particular aircraft as necessary to ensure AME is only delivered to bases and commands with full operational ALIS capability.

Items 3002 – The Contractor shall provide supplies required hereunder on or before 30 June 2016. At all sites, AME shall not be delivered prior to full operational ALIS capability existing at the receiving bases/commands, except for those items specifically identified in Section J, Attachment 4, Master AME List, as being ferried on the aircraft. The AME delivery schedule may disassociate AME assets from particular aircraft as necessary to ensure AME is only delivered to bases and commands with full operational ALIS capability.

In accordance with the DART pod effort outlined in Section J, Attachment 1, paragraph 3.2.7 and Section J, Attachment 2, paragraphs 4.1.4 and 4.3, the aircraft listed below shall ferry with the following items:

AF:21, AF:22, AF:23, and AF:24 shall ferry to Nellis AFB with: 2ZAE40005-0005, Aircraft, Loose AME Hardware Kit – LRIP CTOL DART and DART Pod, P/N 910-1000-5, installed.

CF:8 shall transfer to SDD after DD-250 and ferry to Patuxent River NAS with: 2ZAE40005-0006, Aircraft, Loose AME Hardware Kit – LRIP CV DART and DART Pod, P/N 910-1000-5, installed.

CF-9: shall ferry to TBD with: 2ZAE40005-0006, Aircraft, Loose AME Hardware Kit – LRIP CV DART and DART Pod, P/N 910-1000-5, installed.

The following list of unconfirmed ferry locations is for informational purposes only and shall be confirmed by the Procuring Contracting Officer (PCO) 10 business days prior to ferry. Production parts removed from the aircraft as a result of the DART Pod effort shall be delivered to the location shown in the table below. All uninstalled FTI Group B equipment is to be shipped to Edwards AFB unless specified below.

Aircraft ID	Tentative Aircraft Ferry Location	Production Parts Transport Location
AF-21	Nellis AFB	Nellis AFB
AF-22	Nellis AFB	Nellis AFB
AF-23	Nellis AFB	Nellis AFB
AF-24	Nellis AFB	Nellis AFB
AN-2	Eglin AFB	N/A
BF-19	Yuma MCAS	N/A
BF-20	Yuma MCAS	N/A
CF-6	Eglin AFB	N/A
CF-7	Eglin AFB	N/A
CF-8	Patuxent River NAS	Edwards AFB
CF-9	TBD	Edwards AFB

The Ship To Address for Production Parts are as follows:

**1. For Production Parts to be delivered to Eglin AFB (Production Parts removed as a result of DART Pod and/or Attachment 4 (AME) items):**

**Ship To:**  
**Q94354**  
**F35 – 96 LRS – LGRMSA**  
**BLDG 1404**  
**NOMAD WAY STE 19**  
**EGLIN AFB FL 32542-6025**

**2. For Production Parts to be delivered to Edwards AFB (Production Parts removed as a result of DART Pod and/or Attachment 4 (AME) items):**

**Ship To:**  
**Q95324**  
**Lockheed Martin F-35 OT and E**  
**191 Gregorius Ave BLDG 3743**  
**Edwards AFB CA 93524-0001**

**3. For Production Parts to be delivered to Nellis AFB (Production Parts removed as a result of DART Pod and/or Attachment 4 (AME) items):**

**Ship To:**  
**Q94364**  
**F35 Program Warehouse and Hazmat**  
**3779 Tyndall Ave BLDG 236**  
**Nellis AFB NV 89191-6029**

**4. For Attachment 4 (AME) items to be delivered to CEVA:**

**Ship To:**  
**Q95433**  
**JSF F35 PROGRAM**  
**LM AERONAUTICS C-O CEVA Govt SVCS**  
**5300 Alliance Gateway FWY Suite 100**  
**Fort Worth TX 76177-3704**

**5. For Attachment 4 (AME) items to be delivered to LM Aero, GFP Warehouse:**

**Ship To:**  
**EY9310**  
**Lockheed Martin Aero**  
**GFP WHSE**  
**1 Lockheed Blvd Bldg 188**  
**Fort Worth TX 76108-3619**  
**817 777 7771**

**6. For Attachment 4 (AME) items to be delivered to Yuma:**

**Ship To:**  
**R57114**  
**MALS 13 Avn Supply Dept**  
**BLDG 328 West Spears St**  
**ATTN Nigel Francois LM FSR**  
**Yuma AZ 85365**

**Item 1007** – As identified in the Performance Work Statement for Low Rate Initial Production for Lot-4 for the F-35 Joint Program Office, Section J; Attachment (1), the Period of Performance for the completion of the installation of the Data Acquisition Recording Telemetry (DART) Processing Ground Station (DPGS) effort only under CLIN 1007 will be through 30 June 2013.

**Item 1008** – The Contractor shall provide supplies and services under CLIN 1008 prior to DD250 of AN-002

**Item 2002-** The ship to address for AME item, Missionized Gun Pod (STOVL) P/N 2ZAV50700, shall be as follows:

**Ship to:**

**V09131**

**Marine Aviation Logistics SQ 31**

**2<sup>nd</sup> Marine Aircraft Wing FMF**

**Marine Corps Air Station**

**Beaufort, SC 29904-6120**

**“Mark For” MGySgt Stephen Parry**

Part Number	Part Description	Quantity	SLIN	PoP date
2ZAH43651	Adapter, Internal, Paveway IV, Assembly	2	200202	2/15/2016
2ZWH60704	Weapon Umbilical Cable – Paveway IV, Internal (STOVL)	2	200202	2/15/2016

In addition, all eight (8) STOVL Gun Pod, part #2ZAV50700 delivery date (PoP) will be moved to 2/15/2016.

**Item 2006** – The contractor shall provide supplies and services under CLIN 2006 prior to DD250 of BK-3.

**Item 4000** – The Contractor shall provide the supplies required herunder in time to support the delivery schedule of the aircraft specified under Items 1001, 1004, 1007, 2001, 2004, 2005, 3001 and 3004 above.

**Items, Option items 4501**– The Contractor shall deliver Diminishing Manufacturing Sources (DMS) requirements as specified in Exhibits noted by “4007AA through 4007AL,” and Option Exhibits H0001, A0001M, A0001S, B0001M, B0001S, C0001M, and C0001S

SLINS 4007AA, 4007AB, 4007AC, 4007AD, 4007AE, 4007AE, 4007AF, 4007AG, 4007AJ, 4007AK, 4007AL, 4008AA, 4008AB, 4008AC:

SHIP TO ADDRESS:

AMERICAN PANEL CORPORATION

6675 SHILOH ROAD EAST

ALPHARETTA, GA 30005-8611

DODAAC

1LUE0

**Item 4008** – The Contractor shall deliver the supplies ordered hereunder in accordance with Exhibit M0001.

**Item 4009** – Reserved

**Items 4010** – The actual Period of Performance for the 2BF:24 Dual Vane Pump replacement efforts were through 30 August 2013. However, as this effort was authorized in advance of proposal submittal, negotiations and definitization, it is recognized that due to the processing of the final DD-250, the completion date for CLIN 4010 shall be through 30 Aug 2014. The “Ship To” code for this effort/DD-250 shall be “EY9310”.

Item 5000 - Delivery of the information to be furnished by the Contractor hereunder shall be in accordance with Section J, Attachments (7), (11) and (15). All other technical data generated in the performance of this contract shall be furnished by the Contractor to the JVE.

Item 6000 – The period of performance shall be 18 May 2012 through 18 May 2014.

Items 100103, 100105, 200103, 200104, and 300102 - The Contractor shall deliver long lead materials, procurement and labor to support the aircraft delivery schedule.

CLAUSES INCORPORATED BY REFERENCE (APPLICABLE TO ALL CONTRACT LINE ITEMS):

52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
252.242-7003	Application for U.S. Government Shipping Documentation/Instructions	DEC 1991

CLAUSES INCORPORATED BY REFERENCE (APPLICABLE TO COST REIMBURSEMENT LINE ITEMS ONLY):

52.242-15 Alt I	Stop Work Order (Aug 1989) Alternate I	APR 1984
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	FEB 2006

CLAUSES INCORPORATED BY REFERENCE (APPLICABLE TO FIXED PRICE LINE ITEMS ONLY):

52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991



## CLAUSES INCORPORATED BY FULL TEXT:

**5252.211-9506 PROVISIONED ITEMS (NAVAIR) (FEB 1995)**

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders (PIOs) issued pursuant to Clause 5252.217-9500 ORDERING PROVISIONED ITEMS (FIXED-PRICE). The Government may order provisioned items for a period of up to twelve (12) months following delivery of CLIN's 4007AA through 4007AL which is defined in the exhibits in section J.

**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit **TBD**, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Codes

Air System PCO: (b)(6)

Production PCO:

Sustainment PCC

(2) ACO, Codes:

ACO: (b)(6)

ACO:

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: **[insert the abbreviation and mailing address to match]**

**SECTION G - Contract Administration Data**

1.0 Contract Administration Functions. Contract administration functions (FAR 42.302, DFARS 242.302, NAVAIR Clause 5252.242-9511(Mar 2008)) are assigned to:

Defense Contract Management Agency  
 Lockheed Martin Fort Worth  
 P.O. Box 371  
 Ft. Worth, TX 76101-0371

Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202):

Administration Functions Withheld: NONE

Additional Contract Administration Functions Assigned: Government Furnished Property Administration

2.0 Accounting Classification Reference Numbers (ACRN). The ACRN assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by the Naval Air Systems Command, the contract administration office may assign alpha-numeric ACRN (A1 through B9 and continuing, if necessary, through Z9, excluding the letters "I" and "O") (see DFARS 204.7107).

3.0 Remittance Addresses. Failure to accurately provide/update the information in this section may impact payment.

3.1 Postal: Payments mailed by the Government shall be shipped to the following address:

LOCKHEED MARTIN CORPORATION  
 Lockheed Martin Aeronautics Company  
 Bank One  
 P.O. Box 905199  
 Charlotte, NC 28290-5199

3.2 Electronic Funds Transfer (EFT). EFT payments shall be made to:

Payee: (b)(4)

Company

Financial Institution Information: (b)(4)

American Bankers Association Nine Digit Account Number/

Routing Transit Number: (b)(4)

Depositor Account Title:

Depositor Account Number: (b)(4)

4.0 Paying Office. The disbursing office(s) that will make payments are designated as follows:

4.1 Applicable to CLINs/SLINs 000101, 000102, 000301, 000302, 000304, 000401, 000402, 000404, 000405, 000501, 000502, 000508, 000510, 000511, 000512, 000701, 000702, 000704, 000801, 000802, 000804, 000901, 000902, 000904, 001301, 001302, 001303, 001401, 001402, 001403, 001501, 001502, 001503, 001601, 001602, 001603, 001701, 001702, 001704, 001801, 001802, 001804, 100101, 100103, 100106, 100107, 100108, 1002, 100301, 1004, 200101, 200103, 200105, 200106, 200108, 200109, 200201, 200301, 2004, 300101, 300102, 300103, 300105, 3002, 300301, 3004, 400001, 400002, 400004, 400005, 4008AA, 4008AB & 4008AC

DFAS Columbus Center

Attn: West Entitlement Operations  
P.O. Box 182381  
Columbus, OH 43218-2381

Code: HQ0339

4.2 Applicable to CLINs/SLINs 000103, 000303, 000403, 000503, 000504, 000505, 000703, 000803, 000903, 001703, 001803, 100102, 100104, 100302, 100501, 100502, 1006, 1008, 200102, 200104, 200202, 200302, 2005, 200601, 400103, 6000:

Joint Strike Fighter Program Office  
Attn: JSF BFM  
200 12th Street South, Suite 600  
Arlington, VA 22202-4304

4.3 Applicable to Items 0001, 0002, 0003, 0004, 0007, 0008, 0009, 0013, 0014, 0015, 0016, 0017, 0018, 1001, 1003, 2001, 2003, 3001, and 3003 - Lockheed Martin shall collect cost at the CLIN level and allocate these costs for billing purposes based on percentage of SubCLIN funding.

4.4 Applicable to items 000501, 000502, 000503, 000504, 000505, and 000508 – Lockheed Martin shall collect cost at the SubCLIN level.

SLIN	From	By	To
000301 (USAF)	(b)(4)	\$0	(b)(4)
000302 (USMC )	(b)(4)	\$0	(b)(4)
000303 (UK)	(b)(4)	\$0	(b)(4)
000303 (NL)	(b)(4)	\$0	(b)(4)
000304 (USN)	(b)(4)	\$0	(b)(4)
000401 (USAF)	(b)(4)	\$0	(b)(4)
000402 (USMC)	(b)(4)	\$0	(b)(4)
000403 (UK)	(b)(4)	\$0	(b)(4)
000403 (NL)	(b)(4)	\$0	(b)(4)
000404 (USN)	(b)(4)	\$0	(b)(4)
000407 (USAF)	(b)(4)	\$0	(b)(4)
000408 (USMC)	(b)(4)	\$0	(b)(4)
000409 (UK)	(b)(4)	\$0	(b)(4)
000410 (NL)	(b)(4)	\$0	(b)(4)

000501 (USAF)		(b)(4)	\$0		(b)(4)
000502 (USMC )			\$0		
000503 (UK)			\$0		
000504 (IT)			\$0		
000505 (NL)			\$0		
000508 (USN)			\$0		
000513 (USAF)			\$0		
000514 (USN)			\$0		
000515 (UK)			\$0		
000516 (USN)			\$0		
000701 (USAF)			\$0		
000702 (USMC )			\$0		
000703 (UK)			\$0		
000703 (NL)			\$0		
000704 (USN)			\$0		
000801 (USAF)			\$0		
000802 (USMC )			\$0		
000803 (CSR)			\$0		
000804 (USN)			\$0		
000901 (USAF)			\$0		
000902 (USMC )			\$0		
000903 (UK)			\$0		
000903 (NL)			\$0		
000904 (USN)			\$0		



001301 (USAF)		(b)(4)	\$0		(b)(4)
001302 (USMC )			\$0		
001303 (USN)			\$0		
001401 (USAF)			\$0		
001402 (USMC )			\$0		
001403 (USN)			\$0		
001501 (USAF)			\$0		
001502 (USMC )			\$0		
001503 (USN)			\$0		
001601 (USAF)			\$0		
001602 (USMC )			\$0		
001603 (USN)			\$0		
001701 (USAF)			\$0		
001702 (USMC )			\$0		
001703 (CSR)			\$0		
001704 (USN)			\$0		
001801 (USAF)			\$0		
001802 (USMC )			\$0		
001803 (CSR)			\$0		
001804 (USN)			\$0		
001901 (USAF)			(b)(4)		
001902 (USMC )					
001903 (UK)			\$0		

001905 (NL)	(b)(4)	\$0	(b)(4)
001906 (CSR)		\$0	
002001 (USAF)		(b)(4)	
002002 (USMC )			
002003 (DON)			
100301 (USAF)		\$0	
100302 (NL)		\$0	
200301 (USMC )		\$0	
200302 (UK)		\$0	
300301 (USN)		\$0	
TOTAL		(b)(4)	

5.0 Designation of Contracting Officer's Representatives. Pursuant to DFARS 252.201-7000, "Contracting Officer's Representative," the following representatives are designated:

N/A

NOTE: The Contracting Officer's Representative (COR) is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

5.1 Contracting Officer's Representative.

N/A

5.2 PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, or recommendations that cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

Joint Strike Fighter Program Office  
Attn: Eric Nordquist  
200 12th Street South, Suite 600  
Arlington, VA 22202-4304

6.0 Instructions to Paying Offices

6.1 Invoices. Invoices submitted for payment that do not contain the correct contract line item number (CLIN) (or sub line item number (SLIN) and ACRN, if any) will be returned for correction.

**6.2 Disbursement of Funds.** The disbursement of funds will be by the CLIN/SLIN/ACRN designation. When multiple ACRNs are used against a single CLIN, the Contractor shall invoice against the oldest funds within a CLIN first.

6.2.1 Applicable to SLIN 100101. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding: From: (b)(4) By: (b)(4) To: (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV  
 01010 27142F 667100 F67100  
 MIPR Number: FIATD20061G003

6.2.2 Applicable to SLIN 100103. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY09 Funding: (b)(4)  
 ACRN: SA  
 Accounting and Appropriation: 5793010 119 4748 10F035 4G91AV  
 01030 27142F 667100 F67100  
 MIPR Number: FIATD29035G001

6.2.3 Applicable to SLIN 100203. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding: From: (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV  
 01010 27142F 667100 F67100  
 MIPR Number: FIATD20061G003

6.2.4 Applicable to CLIN 1004. This CLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding: (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV  
 01010 27142F 667100 F67100  
 MIPR Number: FIATD20061G003

6.2.5 Applicable to SLIN 100105. This SLIN is applicable to NL funding.

NL Funding: (b)(4)

6.2.6 Applicable to SLIN 200101. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Marine Corps FY10 Funding: From: (b)(4)  
 ACRN: NC  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000



A00000739716

6.2.7 Applicable to SLIN 200102. This SLIN is applicable to UK funding.

UK FY10 Funding: From (b)(4)

6.2.8 Applicable to SLIN 200103. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Marine Corps FY09 Funding (b)(4)

ACRN: MA

Accounting and Appropriation: 1791506 S1JS 310 00019 0 050120 2D 000000  
A10000143564

6.2.9 Applicable to SLIN 200104. This SLIN is applicable to UK funding.

UK FY09 Funding (b)(4)

6.2.10 Applicable to SLIN 200201. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Marine Corps FY10 Funding: From (b)(4)

ACRN: NC

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000  
A00000739716

6.2.11 Applicable to SLIN 200202. This SLIN is applicable to UK funding.

UK FY10 Funding: From (b)(4)

6.2.12 Applicable to CLIN 2004. This CLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Marine Corps FY10 Funding (b)(4)

ACRN: NC

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000

A00000739716

6.2.13 Applicable to CLIN 2005. This SLIN is applicable to UK funding.

UK FY10 Funding: From (b)(4)

6.2.14 Applicable to SLIN 300101. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding: From (b)(4)

ACRN: NC

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000

A00000739716

6.2.15 Applicable to SLIN 300102. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY09 Funding: (b)(4)



ACRN: NA

Accounting and Appropriation: 1791506 S1JS 310 00019 0 050120 2D 000000

A10000143564

- 6.2.16 Applicable to CLIN 3002. This CLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding: From (b)(4)

ACRN: NC

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000

A00000739716

- 6.2.17 Applicable to CLIN 3004. This CLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding: From (b)(4)

ACRN: NC

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000

A00000739716

- 6.2.18 Applicable to CLIN 400001. This CLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY09 Funding: (b)(4)

ACRN: SC

Accounting and Appropriation: 5793010 119 4748 10F035 4G91AV

01010 27142F 667100 F67100

MIPR: F1ATD20299G002

- 6.2.19 Applicable to SLIN 000101. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

USAF FY10 Funding: From (b)(4)

ACRN: SB

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F

667100 F67100

MIPR: F1ATD20061G003

- 6.2.20 Applicable to SLIN 000102. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding: (b)(4)

ACRN: NB

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000

A00000408953

- 6.2.21 Applicable to SLIN 000103. This SLIN is applicable to Non-U.S. Participant funding.

Total Non-U.S. Participant funding (b)(4)

NL  
UK

(b)(4)

IT  
AUS  
TUR  
CAN  
NOR  
DNK

(b)(4)

- 6.2.21 Applicable to SLIN 000301. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding is decreased from (b)(4)

ACRN: SB

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100

MIPR: F1ATD20061G003

- 6.2.23 Applicable to SLIN 000302. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY10 Funding is increased from (b)(4)

ACRN: MB

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.24 Applicable to SLIN 000303. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (UK): decreased from (b)(4)

CPP Funding (NL): increased from

- 6.2.25 Applicable to SLIN 000304. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding is increased from (b)(4)

ACRN: MB

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.26 Applicable to SLIN 000401. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding is (b)(4)

ACRN: SB

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100

MIPR: F1ATD20061G003

- 6.2.27 Applicable to SLIN 000402. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY10 Funding is (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.28 Applicable to SLIN 000403. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (UK) is (b)(4)  
 CPP Funding (NL) (b)(4)

- 6.2.29 Applicable to SLIN 000404. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding is (b)(4) ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.30 Applicable to SLIN 000501. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding is increased from (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
 MIPR: F1ATD20061G003

- 6.2.31 Applicable to SLIN 000502. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY10 Funding is increased from (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.32 Applicable to SLIN 000503. This SLIN is applicable to UK funding.

UK Funding is increased from (b)(4)

- 6.2.33 Applicable to SLIN 000504. This SLIN is applicable to IT funding.

IT Funding is increased from (b)(4)

- 6.2.34 Applicable to SLIN 000505. This SLIN is applicable to NL funding.

NL Funding is **decreased from** (b)(4)



- 6.2.35 Applicable to SLIN 000508. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding is increased from (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.36 Applicable to SLIN 000701. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding is increased from (b)(4)  
 ACRN: SD  
 Accounting and Appropriation: 5703010 110 4748 16F35A 4G91AV 01600 27142F 667100 F67100  
 MIPR: F1ATD20061G006

- 6.2.37 Applicable to SLIN 000702. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY10 Funding is increased from (b)(4)  
 ACRN: MC  
 Accounting and Appropriation: 1701506 S6JC 310 00019 0 050120 2D 000000 A00000561622

- 6.2.38 Applicable to SLIN 000703. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (UK) is increased from (b)(4)  
 CPP Funding (NL) is increased from (b)(4)

- 6.2.39 Applicable to SLIN 000704. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding is decreased from (b)(4)  
 ACRN: MC  
 Accounting and Appropriation: 1701506 S6JC 310 00019 0 050120 2D 000000 A00000561622

- 6.2.40 Applicable to SLIN 000801. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding is increased from (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
 MIPR: F1ATD20061G003

- 6.2.41 Applicable to SLIN 000802. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:



U.S.M.C FY10 Funding is increased from (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.42 Applicable to SLIN 000803. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (CSR) is increased from (b)(4)

- 6.2.43 Applicable to SLIN 000804. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding is increased from (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.44 Applicable to SLIN 000901. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding is increased from (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
 MIPR: F1ATD20061G003

- 6.2.45 Applicable to SLIN 000902. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY10 Funding: (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.46 Applicable to SLIN 000903. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (UK) is increased from (b)(4)  
 CPP Funding (NL) is increased from (b)(4)

- 6.2.47 Applicable to SLIN 000904. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding: (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.48 Applicable to SLIN 001301. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY11 Funding:  
ACRN:  
Accounting and Appropriation:

- 6.2.49 Applicable to SLIN 001302. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: from (b)(4)  
ACRN: NF  
Accounting and Appropriation: 1711319 S5AX 255 00019 0 050120 2D 000000 A00000970644

- 6.2.50 Applicable to SLIN 001303. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: from (b)(4)  
ACRN: NF  
Accounting and Appropriation: 1711319 S5AX 255 00019 0 050120 2D 000000 A00000970644

- 6.2.51 Applicable to SLIN 001401. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding:  
ACRN:  
Accounting and Appropriation:

- 6.2.52 Applicable to SLIN 001402. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: from (b)(4)  
ACRN: NF  
Accounting and Appropriation: 1711319 S5AX 255 00019 0 050120 2D 000000 A00000970644

- 6.2.53 Applicable to SLIN 001403. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: from (b)(4)  
ACRN: NF  
Accounting and Appropriation: 1711319 S5AX 255 00019 0 050120 2D 000000 A00000970644

- 6.2.54 Applicable to SLIN 001501. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY11 Funding: (b)(4)



ACRN: SG

Accounting and Appropriation: 5713010 111 4748 10F035 4G91AV 80100 27142F 667100 F67100

MIPR: FIATD21326G001

- 6.2.55 Applicable to SLIN 001502. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY11 Funding: (b)(4)

ACRN: ME

Accounting and Appropriation: 1711506 S1ST 252 00019 0 050120 2D 000000 A10000969549

- 6.2.56 Applicable to SLIN 001503. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: (b)(4)

ACRN: NE

Accounting and Appropriation: 1711506 S1JF 252 00019 0 050120 2D 000000 A00000969549

- 6.2.57 Applicable to SLIN 001601. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY11 Funding: (b)(4)

ACRN: SG

Accounting and Appropriation: 5713010 111 4748 10F035 4G91AV 80100 27142F 667100 F67100

MIPR: FIATD21326G001

- 6.2.58 Applicable to SLIN 001602. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY11 Funding: (b)(4)

ACRN: ME

Accounting and Appropriation: 1711506 S1ST 252 00019 0 050120 2D 000000 A10000969549

- 6.2.59 Applicable to SLIN 001603. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: (b)(4)

ACRN: NE

Accounting and Appropriation: 1711506 S1JF 252 00019 0 050120 2D 000000 A00000969549

- 6.2.60 Applicable to SLIN 001701. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY11 Funding: (b)(4)

ACRN: SG

Accounting and Appropriation: 5713010 111 4748 10F035 4G91AV 80100 27142F 667100 F67100

MIPR: FIATD21326G001

- 6.2.61 Applicable to SLIN 001702. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY11 Funding: (b)(4)

ACRN: ME

Accounting and Appropriation: 1711506 S1ST 252 00019 0 050120 2D 000000 A10000969549

- 6.2.62 Applicable to SLIN 001703. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (CSR): (b)(4)

- 6.2.63 Applicable to SLIN 001704. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

USN FY11 Funding: (b)(4)

ACRN: NE

Accounting and Appropriation: 1711506 S1JF 252 00019 0 050120 2D 000000 A00000969549

- 6.2.64 Applicable to SLIN 001801. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY11 Funding: (b)(4)

ACRN: SG

Accounting and Appropriation: 5713010 111 4748 10F035 4G91AV 80100 27142F 667100 F67100

MIPR: F1ATD21326G001

- 6.2.65 Applicable to SLIN 001802. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY11 Funding: (b)(4)

ACRN: ME

Accounting and Appropriation: 1711506 S1ST 252 00019 0 050120 2D 000000 A10000969549

- 6.2.66 Applicable to SLIN 001803. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (CSR): (b)(4)

- 6.2.67 Applicable to SLIN 001804. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: (b)(4)

ACRN: NE

Accounting and Appropriation: 1711506 S1JF 252 00019 0 050120 2D 000000 A00000969549

- 6.2.68 Applicable to SLIN 100301. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding is increased from (b)(4)

ACRN: SD

Accounting and Appropriation: 5703010 110 4748 16F35A 4G91AV 01600 27142F 667100 F67100

MIPR: F1ATD20061G006



- 6.2.68 Applicable to SLIN 001901. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding: from (b)(4)

ACRN: SB

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100

- 6.2.68 Applicable to SLIN 001906. This SLIN is applicable to CSR funding. The ACRN and Line of Accounting and Appropriation are provided below:

CSR FY10 Funding: (b)(4)

ACRN:

Accounting and Appropriation:

- 6.2.69 Applicable to SLIN 100302. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (NL) is increased from (b)(4)

- 6.2.69 Applicable to SLIN 001902. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY10 Funding: from (b)(4)

ACRN: MB

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

- 6.2.70 Applicable to SLIN 200301. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C. FY10 Funding is decreased from (b)(4)

ACRN: MC

Accounting and Appropriation: 1701506 S6JC 310 00019 0 050120 2D 000000 A00000561622

- 6.2.70 Applicable to SLIN 001903. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (UK) (b)(4)

- 6.2.71 Applicable to SLIN 200302. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

CPP Funding (UK) is increased from (b)(4)

- 6.2.71 Applicable to SLIN 001904. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding:

ACRN:

Accounting and Appropriation:

- 6.2.72 Applicable to SLIN 300301. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding is decreased from (b)(4)  
ACRN: MC

- 6.2.72 Accounting and Appropriation: 1701506 S6JC 310 00019 0 050120 2D 000000  
A00000561622 Applicable to SLIN 001905. This SLIN is applicable to JSF Cooperative Program Participant (CPP) funding.

**CPP Funding (NL)** (b)(4)

- 6.2.73 Applicable to SLIN 002001. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY11 Funding: from (b)(4)  
ACRN: SG

Accounting and Appropriation: 5713010 111 4748 10F035 4G91AV 80100 27142F 667100 F67100  
PR: F1ATD22254B001

- 6.2.74 Applicable to SLIN 002002. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S.M.C FY11 Funding: from (b)(4)  
ACRN: ME

Accounting and Appropriation: 1711506 S1ST 252 00019 0 050120 2D 000000 A10000969549

- 6.2.75 Applicable to SLIN 002003. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY11 Funding: from (b)(4)  
ACRN: NE

Accounting and Appropriation: 1711506 S1JF 252 00019 0 050120 2D 000000 A00000969549

- 6.2.73 Applicable to subCLIN 4007AA. This subCLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY10 Funding - (b)(4)  
ACRN: SF

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
MIPR: F1ATD20061G003

- 6.2.74 Applicable to SLIN 100104. This SLIN is applicable to NL funding.

NL Funding: From (b)(4)

- 6.2.75 Applicable to SLIN 000201. This SLIN is applicable to Navy (USN) funding. The ACRN and Line of Accounting and Appropriation are provided below:



Navy (USN) FY11 Funding: (b)(4)

ACRN: NE

Accounting and Appropriation: 1711506 S1JF 310 00019 0 050120 2D 000000 A20000969549

6.2.76 Applicable to subCLIN 4007AB. This subCLIN is applicable to U.S. Marine Corps funding:

U.S. Marine Corps FY010 Funding: (b)(4)

ACRN: MD

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000791896

6.2.77 Applicable to SLIN 100202. This SLIN is applicable to NL AME/PFE funding.

NL Funding: From (b)(4)

6.2.77XX Applicable to SLIN 600001. This SLIN is applicable to Norwegian funding.

Participant Funding (NOR) is increased from (b)(4)

6.2.78 Applicable to SLIN 000202. This SLIN is applicable to Non-U.S. Participant Funding - (b)(4)

**IT**  
**TUR**  
**CAN**  
**NOR**  
**AUS**

(b)(4)

6.2.79 Applicable to subCLIN 4007AC. These subCLINs are applicable to Department of Navy Funding:

U.S. Navy FY10 Funding -- (b)(4)

ACRN: ND

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000791896

6.2.80 Applicable to SLIN 100701. This CLIN is applicable to Netherlands' funding.

NL Funding: From (b)(4)

6.2.81 Applicable to subCLINs 4007AD through 4007AL. This SubCLIN is applicable to partners funding. The funded for subCLINs 4007AD through 4007AL is (b)(4)

UK-  
ITA-  
NLD-  
TUR-  
AUS-  
DNK-  
NOR-

(b)(4)

6.2.82 Applicable to SLIN 300103. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Navy FY10 Funding: (b)(4)

ACRN: NH

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00001365294

6.2.82 Applicable to subCLIN 4007AM. This subCLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Air Force FY11 Funding -- (b)(4)

ACRN: SG

Accounting and Appropriation: 5713010 111 4748 10F035 4G91AV 80100 27142F 667100 F67100

PR: F1ATD22220B001

6.2.82 Applicable to subCLIN 4008AA. This modification funds the Foreign Military Sales (FMS) subCLIN in the amount of (b)(4). The total funded amount for subCLIN 4008AA is (b)(4).

Israel Funding -- (b)(4)

ACRN: AA

Accounting and Appropriation: 9711X8242.0002 4FX 4790 CSACIS 000000 00000 001000

MIPR: F1ATD22094GV01

Applicable to SLIN 4008AB. This SLIN is applicable to FMS (Japan)

Aircraft Procurement: (b)(4)

Accounting and Appropriation: 9711X8242.0002 4FX 4790 CSBCJA 000000 00000 015000 667100 F67100

ACRN: AB

PR Number: F1ATD25274B102

Applicable to SLIN 4008AC. This SLIN is applicable to FMS (Korea)

Aircraft Procurement: (b)(4)

Accounting and Appropriation: 9711X8242.0002 4FX 4790 CSACKS 000000 00000 001000 667100 F67100

ACRN: AC

PR Number: F1ATD25275B001

**6.2.83 Applicable to SLIN 100106. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Air Force FY10 Funding: From: (b)(4)**

**ACRN: SB**



**Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
PR: F1ATD22122B001**

6.2.83 Applicable to subCLIN 4007AN. This subCLIN is applicable to U.S. Marine Corps funding:

U.S. Marine Corps FY11 Funding - (b)(4)  
ACRN: MF  
Accounting and Appropriation: 1711506 S1ST 310 00019 0 050120 2D 000000 A20000791896

**6.2.84 Applicable to SLIN 200105. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Navy (USMC) FY10 Funding: From** (b)(4)  
(b)(4)  
ACRN: NC  
Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716

6.2.84 Applicable to subCLIN 4007AP. These subCLINs are applicable to Department of Navy Funding:

U.S. Navy FY11 Funding - (b)(4)  
ACRN: NK  
Accounting and Appropriation: 1711506 S1JF 310 00019 0 050120 2D 000000 A10000791896

**6.2.85 Applicable to SLIN 200106. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Navy FY10 Funding:** (b)(4)  
ACRN: NC  
Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716

**6.2.86 Applicable to SLIN 200107. This SLIN is applicable to United Kingdom funding.**

**UK Funding: From:** (b)(4)

**6.2.87 Applicable to SLIN 300104. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Navy (USN) FY10 Funding: From:** (b)(4)  
(b)(4)  
ACRN: NC  
Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716

**6.2.88 Applicable to SLIN 400005. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Air Force FY10 Funding: From:** (b)(4)  
ACRN: SB  
Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
PR: F1ATD22122B001

**6.2.89 Applicable to SLIN 000405. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:**

Aircraft Procurement, Air Force FY10 Funding: From: (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
 PR: F1ATD22122B001

**6.2.90 Applicable to SLIN 000406. This SLIN is applicable to U.S Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

Aircraft Procurement, Navy (USN) FY10 Funding: From: (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145  
 PR: 1300154834

**6.2.91 Applicable to SLIN 000510. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:**

Aircraft Procurement, Air Force FY10 Funding: From: (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
 PR: F1ATD22122B001

**6.2.92 Applicable to SLIN 000511. This SLIN is applicable to U.S Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

Aircraft Procurement, Navy (USN) FY10 Funding: From: (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145  
 PR:1300154834

**6.2.93 Applicable to SLIN 000508. This SLIN is applicable to U.S Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

U.S. Navy FY10 Funding is decreased from (b)(4)  
 ACRN: MB  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145  
 PR: 1300154834

Aircraft Procurement, Navy (USN) FY12 Funding: (b)(4)  
 ACRN: NJ  
 Accounting and Appropriation: 1721506 S1JF 310 00019 0 050120 2D 000000 A00000427145  
 PR: 1300154834

**6.2.94 Applicable to SLIN 000512. This SLIN is applicable to U.S Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

Aircraft Procurement, Navy (USN) FY10 Funding: From: (b)(4)  
 ACRN: MB



**Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145**  
**PR: 1300154834**

**6.2.95 Applicable to SLIN 100107. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Air Force FY10 Funding:** (b)(4)  
**ACRN: SB**  
**Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100**  
**PR: F1ATD22122B001**

**6.2.96 Applicable to SLIN 200108. This SLIN is applicable to U.S Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Navy (USN) FY10 Funding:** (b)(4)  
**ACRN: NC**  
**Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716**  
**PR: 1300203331**

**6.2.97 Applicable to SLIN 300105. This SLIN is applicable to U.S Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Navy (USN) FY10 Funding:** (b)(4)  
**ACRN: NC**  
**Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716**  
**PR1300203331**

**6.2.98 Applicable to SLIN 100108. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Air Force FY10 Funding:** (b)(4)  
**ACRN: SB**  
**Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100**  
**PR: F1ATD22256B001**

**6.2.99 Applicable to SLIN 200109. This SLIN is applicable to U.S Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Navy (USN) FY10 Funding:** (b)(4)  
**ACRN: NC**  
**Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716**

**6.2.100 Applicable to SLIN 200601. This SLIN is applicable to UK funding.**  
**UK Funding:** (b)(4)

**6.2.100 Applicable to SLIN 000407. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:**

**Aircraft Procurement, Air Force FY10 Funding:** (b)(4)  
**ACRN: SB**

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
PR: F1ATD22122B001

- 6.2.101 Applicable to SLIN 000408. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, US Navy FY10 Funding:** (b)(4)

ACRN: MB

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

PR: 1300154834

- 6.2.102 Applicable to SLIN 000406. This SLIN is applicable to Partner funding.

**Total Partner Funding:** (b)(4)

**UK Funding:** (b)(4)

**NL Funding:**

- 6.2.103 Applicable to SLIN 000513. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, Air Force FY10 Funding:** (b)(4)

ACRN: SB

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100

PR: F1ATD22122B001

- 6.2.104 Applicable to SLIN 000514. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, US Navy FY10 Funding:** (b)(4)

ACRN: MB

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

PR: 1300154834

- 6.2.105 Applicable to SLIN 000515. This SLIN is applicable to United Kingdom funding.

UK Funding: (b)(4)

- 6.2.106 Applicable to SLIN 000516. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, US Navy FY10 Funding:** (b)(4)

ACRN: MB

Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000427145

PR: 1300154834

- 6.2.107 Applicable to SLIN 100109. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, Air Force FY10 Funding:** (b)(4)

ACRN: SB

Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100

PR: F1ATD22122B001



6.2.108 Applicable to SLIN 100110. This SLIN is applicable to Netherlands funding.  
 NL Funding: (b)(4)

6.2.109 Applicable to SLIN 200110. This SLIN is applicable to U.S. Marine Corps funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, US Navy FY10 Funding:** (b)(4)  
 ACRN: NC  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716  
 PR: 1300203331

6.2.110 Applicable to SLIN 200111. This SLIN is applicable to United Kingdom funding.  
 UK Funding: (b)(4)

6.2.111 Applicable to SLIN 300106. This SLIN is applicable to U.S. Navy funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, US Navy FY10 Funding:** (b)(4)  
 ACRN: NC  
 Accounting and Appropriation: 1701506 S1JF 310 00019 0 050120 2D 000000 A00000739716  
 PR: 1300203331

6.2.112 Applicable to SLIN 400006. This SLIN is applicable to U.S. Air Force funding. The ACRN and Line of Accounting and Appropriation are provided below:

**Aircraft Procurement, Air Force FY10 Funding:** (b)(4)  
 ACRN: SB  
 Accounting and Appropriation: 5703010 110 4748 10F035 4G91AV 01010 27142F 667100 F67100  
 PR: FIATD22122B001

6.2.113 Applicable to CLIN 1008. This CLIN is applicable to NL funding.  
 NL Funding: (b)(4)

6.2.114 Applicable to CLIN 4010. This CLIN is applicable to U.S. Marines Corp funding. The ACRN and Line of Accounting and Appropriation are provided below:

U.S. Marines Corp Funding -- (b)(4)  
 ACRN: MH  
 Accounting and Appropriation: 1741804 4A9A 257 00019 0 050120 2D 000000 A00002399197

## 7.0 Invoice Instructions.

7.1 Submission of Invoices (Cost-Reimbursement, Time-And-Materials, Labor-Hours, or Fixed-Price Incentive) (OCT 2005) and Alternative II (OCT 2005) (NAVAIR 5252.232-9502)

(a) "Invoice" as used in this clause includes Contractor requests for interim payment using public vouchers (SF 1034) but does not include Contractor requests for progress payments under fixed price incentive contracts.

(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

Defense Contract Audit Agency  
Lockheed Martin Aeronautics Company  
Ft. Worth Resident Office 03711  
P.O. Box 371 MZ 5891  
Ft. Worth, TX 76101-0371

A copy of every invoice shall also be provided to the individual listed below, at the address shown. In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

Joint Strike Fighter Program Office  
200 12th Street, South, Suite 600  
Code: JSF-BFM  
Arlington, Virginia 22202

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the "Payments" clause of the this contract.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information as applicable:

- (1) Contract line item number (CLIN)
- (2) Sub line item number (SLIN)
- (3) ACRN
- (4) Payment terms
- (5) Procuring activity (contract number)
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is required for Line Items 0001, 1001, 1002, 2001, 2002, 3001 and 3002.

(f) A Certificate of Conformance is required for Items 0003, 0004, 0005, 0007, 0008, 0009, 1003, 2003 and 3003.

(g) The Contractor's final invoice shall be identified as such and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible

## 8.0 Material

8.1 Material Control Activity (MCA). - Requisitions for Government Furnished Material (GFM) except provisioned line items described below must be prepared in accordance with paragraph (d)(2) of the Section H Clause "Government Property for the Performance of this Contract" and submitted to the following Material Control Activity (MCA):

Air Force Inventory Control Point Material Control Activities:

SA-ALC/SFRF

1014 Billy Mitchell Boulevard, Suite 1

Kelly AFB, TX 78241-5603

OO-ALC/LGMS

6009 Wardleigh Road

Hill AFB, UT 84056-5838      Routing ID: FG6

ORDERING LINE ITEM: Not Applicable

CLAUSES INCORPORATED:

**DFARS 252.232-7002 Progress Payments for Foreign Military Sales Acquisitions (DEC 1991)**

CLAUSES IN FULL TEXT:

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2008) (APPLICABLE TO ALL CONTRACT LINE ITEMS)**

(a) *Definitions.* As used in this clause—

- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

- (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
- (2) DoD is unable to receive a payment request or provide acceptance in electronic form;



(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

**5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007) (APPLICABLE TO COST REIMBURSEMENT CONTRACT LINE ITEMS ONLY)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006) (APPLICABLE TO CONTRACT LINE ITEMS CLINs 000101, 000102, 000301, 000302, 000304, 000401, 000402, 000404, 000501, 000502, 000508, 000701, 000702, 000704, 000801, 000802, 000804, 000901, 000902, 000904, 001301, 001302, 001303, 001401, 001402, 001403, 001501, 001502, 001503, 001601, 001602, 001603, 001701, 001702, 001704, 001801, 001802, 001804, 100101, 100103, 1002, 1004, 100301, 200101, 200103, 200202, 200301, 2004, 300101, 300102, 3002, 300301, 3004, and 400001):**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

**5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) (APPLICABLE TO CONTRACT LINE ITEMS CLINs 000101, 000102, 000301, 000302, 000304, 000401, 000402, 000404, 000501, 000502, 000508, 000701, 000702, 000704, 000801, 000802, 000804, 000901, 000902, 000904, 001301, 001302, 001303, 001401, 001402, 001403, 001501, 001502, 001503, 001601, 001602, 001603, 001701, 001702, 001704, 001801, 001802, 001804, 100101, 100103, 1002, 1004, 100301, 200101, 200103, 200202, 200301, 2004, 300101, 300102, 3002, 300301, 3004, and 400001:**

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website:

[http://www.acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview](http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF <https://wawf.eb.mil/FuncInfo.html> and WAWF Training <http://www.wawftraining.com> websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

<b>DoDAAC LOCATION TABLE</b>						
<b>Invoice Type:</b>	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M contracts or CLINs. -The 2-in-1 invoice is not authorized for use by NAVAIR -Questions? Call 1-866-618-5988					
<b>DoDAAC Description</b>	<b>Located in Block</b>					
	<b>DD1155 (Destination Acceptance)</b>	<b>DD1155 (Source/ Origin Acceptance)</b>	<b>SF26</b>	<b>SF33</b>	<b>SF1449</b>	<b>SF1449 (Destination Acceptance)</b>
<b>Issuing Office DoDAAC</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>7</b>	<b>7</b>	<b>9</b>
<b>Administrating Office DoDAAC</b>	<b>7</b>	<b>7</b>	<b>6</b>	<b>24</b>	<b>26</b>	<b>16</b>
<b>Inspector's DoDAAC</b>	<b>See Schedule</b>	<b>See Schedule</b>	<b>11</b>	<b>See Schedule</b>	<b>See Schedule</b>	<b>See Schedule</b>
<b>Service Acceptor DoDAAC</b>	<b>14</b>	<b>See Schedule</b>	<b>11</b>	<b>See Schedule</b>	<b>See Schedule</b>	<b>15</b>



<b>Pay Office DoDAAC</b>	<b>15</b>	<b>16</b>	<b>12</b>	<b>25</b>	<b>27</b>	<b>18a</b>

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
(b)(6)			Technical Point of Contact or Contracting Officer's Representative DCMA ACO
			JSFPO BFM
			JSFPO PCO
			JSFPO PCO
			JSFPO Int'l Support
			JSFPO Int'l

#### **5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)**

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

Numeric SLIN	ACRN/ Country	Description	Amount Obligated
4007AA	SK	DAF (USAF) Funding	(b)(4)
4007AB	MD	DoN (USMC) Funding	
4007AC	ND	DoN (USN) Funding	



4007AD	UK	UK	(b)(4)
4007AE	ITA	Italy	
4007AF	NLD	Netherlands	
4007AG	TUR	Turkey	
4007AJ	AUS	Australia	
4007AK	DEN	Denmark	
4007AL	NOR	Norway	
4007AM	SG	DAF (USAF) IS, O&M	
4007AN	MF	DoN (USMC) IS, O&M	
4007AP	NK	DoN (USN) IS, O&M	
4008AA	ISR	Israel	
4008AB	JPN	Japan	
4008AC	KOR	Korea	

#### SECTION H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT:

#### H-1 Reserved

#### H-2 5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY (AUG 1984) (NAVAIR) (VARIATION)

- (Applicable to Advanced Acquisition Contract Long Lead Funding SLINs 100103, 100104, 200103, 200104 and 300102 (Definitized 19 November 2010))

(a) The amount presently available for payment and allotted to this contract for Long Lead Items is set out in the table below.

Item	CLIN	Termination Liability	Period of Performance
USAF CTOL Long Lead	CLIN 100103	(b)(4)	29 July 2010
NL CTOL Long Lead	CLIN 100104		29 July 2010
USMC STOVL Long Lead	CLIN 200103		29 July 2010
UK STOVL Long Lead	CLIN 200104		29 July 2010
USN CV Long Lead	CLIN 300102		29 July 2010

The Contractor is authorized only to procure long lead items that are necessary in order to meet the delivery schedule for the aircraft requirements. It is understood and agreed that such amount will permit performance of the said Items through 30 June 2010 respectively. The Contracting Officer may, by unilateral modification to this contract, extend the date specified above. If the date is extended, the amount allotted and available for payment under this contract will be increased by an amount sufficient for the extended period of performance. The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in the performance of the Item(s) specified above, which exceed the amount allotted and available for payment under this contract.

(c) If the Item(s) specified in paragraph (a) above are terminated on or before definitization of this contract, the maximum amount for which the Government shall be liable shall not exceed the amount then available for payment and allotted under this contract for the said Item(s). The termination settlement shall be limited to that material acquired, effort performed, or both, which are determined to have been necessary to protect the delivery schedule set forth in this contract for the Item(s) cited in paragraph (a) of this clause.

(d) The Government will not authorize the Contractor to commence any work under the contract, other than procurement of long lead items, until FY10 funding is available for obligation and the DAB approves LRIP 4. If the Government does not definitize the contract, the Government shall not be liable for any costs except those associated with long lead items as limited herein.

(e) Unless otherwise specifically stated in any change order, change orders issued under this advance acquisition contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above.

### **H-3 APPLICABILITY OF SPECIALTY METALS RESTRICTIONS TO LONG LEAD ITEMS**

The long lead-time items listed on the Long Lead-Time Parts List, Attachment (12), are subject to DFARS Clause 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (DEVIATION) – Alternate I (APR 2003) (DEVIATION). The Contractor shall not procure any long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (12), that contain non-compliant specialty metals.

### **H-4 Reserved**

### **H-5 ALTERNATIVE DISPUTE RESOLUTION (MAR 2006)**

The parties entered into an agreement on 28 September 1999 entitled “Memorandum of Understanding between The Joint Strike Fighter Program Office and the JSF Team at LOCKHEED MARTIN CORPORATION, Lockheed Martin Aeronautics Company Concerning Use of Alternative Dispute Resolution Processes.” The Agreement affirms the use of Alternative Dispute Resolution as the preferred approach in settling contract disputes. In recognition of the foregoing, the parties confirm the mutual commitment to consider the use of Alternative Dispute Resolution processes in accordance with the principles set forth in the Memorandum of Understanding to avoid/resolve disputes under this contract.

### **H-6 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006) (APPLICABLE TO COST REIMBURSEMENT LINE ITEMS ONLY)**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

### **(b) RESERVED**

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor’s office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor’s office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the

tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) RESERVED

(d) RESERVED

(e) RESERVED

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat (b)(4) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) RESERVED

(h) RESERVED

#### **H-7 5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY – PRODUCTION ITEMS (NAVAIR) (AUG 1984)**

(a) The amount presently available for payment and allotted to this contract for the contract actions authorized under this contract is as described below. It is understood and agreed that such amounts will permit performance of the said Items through the "Period of Performance" dates specified below:

UCA Description	CLIN or CSOW	Limitation of Government Liability	Period of Performance
CTOL Aircraft - NL	CLINs 100102/100104	(b)(4)	30-Jun-10
CTOL AME - NL	CLIN 100202		N/A



The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in the performance of the Item(s) specified above, which exceed the amount allotted and available for payment under this contract.

(b) The maximum amount for which the Government shall be liable shall not exceed the amount then available for payment and allotted under this contract for the said Item(s). Any termination settlement shall be limited to that material acquired, effort performed, or both, which are determined to have been necessary to protect the delivery schedule set forth in this contract for the Item(s) cited in paragraph (a) of this clause.

(c) Unless otherwise specifically stated in any change order, change orders issued under this contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above

#### **H-8 PRESERVATION OF RIGHTS FOR TECHNICAL DATA AND SOFTWARE PROVIDED ELECTRONICALLY**

Information, whether delivered under any CDRL or contractor equivalent form of this contract or in response to any other requirement contained in this contract shall be provided via the JSF Virtual Enterprise that would be deemed Technical Data under DFARS 252.227-7013, "Rights In Technical Data—Noncommercial Items," or Software and Software Documentation under DFARS 252.227-7014, "Rights in Noncommercial Software and Noncommercial Software Documentation," if it were delivered in written form, shall not lose its status as technical data, software or software documentation solely because access by the Government or delivery by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

#### **H-9 5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)**

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract Numbers: N00019-02-C-3002, N00019-97-C-0038, N00019-06-C-0291, N00019-07-C-0097 and N0019-08-C-0028.

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101) and (3) Special Test Equipment (as defined in FAR 45.101):

The contractor is hereby authorized to use, on a rent-free basis, all Special Tooling, Special Test Equipment purchased during the SDD contract and previous LRIP contracts (List Contracts), and delivered in place at the

contractor's facilities, in the performance of this contract. For additional Special Test Equipment authorized, See Section J, Attachment (5)

(3) LM Star Sustainment Stations and LM Star Station Spares

The contractor is hereby authorized to use all Stations purchased during the SDD contract and all previous LRIP contracts which includes those stations delivered in place at the contractor's and subtier's facilities, in the performance of this contract. For additional Stations authorized, See Section F.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

Air Force Plant 4, Fort Worth, TX

Air Force Plant 6, Marietta, GA

Air Force Plant 42, Sites 2, 7 and 8, Palmdale, CA

Air Force Plant 42, Sites 3 and 4, Palmdale, CA

Eglin Air Force Base Propulsion Maintenance Facility. As defined in the current Facilities Requirement Document (FRD) and the Eglin Air Force Base Site Specific Activation Plan (SSAP). The FRD identifies facilities, spaces and equipment, and the SSAP provides an overview of the planning tasks, basic requirements and processes used to achieve Maintenance Facilities requirements.

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

See Section J, Attachment (5)

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

See Section J, Attachment (5)

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning



documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

See Section J, Attachment (5)

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

See Section J, Attachment (5)

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

(2) Description	Serial Number	Bailment Agreement Under which Accountable
-----------------	---------------	--

None

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.



(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

#### **H-10 5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (ACA) (NAVAIR) (OCT 2005)**

(a) (1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the Joint Strike Fighter associate contractors to ensure complete compatibility between equipment, data, and services for the Joint Strike Fighter to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

<b>Contractor</b>	<b>Responsibility</b>
Pratt & Whitney Military Engines	Propulsion System
GE Rolls-Royce Fighter Engine Team, LLC	Propulsion System

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into (or, in the event an ACA has been executed, *maintain*) a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary.

(g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:

is not known or available from other sources without obligations concerning its confidentiality;

has not been made available by the owners to others without obligation concerning its confidentiality;

is not already available to the Government without obligation concerning its confidentiality; and

has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. (In the event the Contractor intends to utilize an existing ACA, the Contractor shall request approval to utilize the existing ACA to the PCO within 30 days of contract definitization). Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the Contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or

be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

#### **H-11 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

#### **H-12 5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)**

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

John Gladstone Mills  
COMNAVAIRSYSCOM  
47123 Buse Road, Unit IPT  
Patuxent River, MD 20670-1547  
(301) 757-0573

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

#### **H-13 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)**

The following types of insurance are required in accordance with the clause entitled, "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons"" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.



(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**H-14 5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR)  
(JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The electronic addresses and telephone numbers of the Contracting Officers are:

Air System PCO: (b)(6)

Production PCO:

Sustainment PCC

**Address for All PCOs:**

200 12<sup>th</sup> St. S Suite 600  
 Arlington, VA 22204  
 (703) 601-5727

**H-15 5252.243-9505 ENGINEERING CHANGES (NAVAIR) (OCT 2005)**

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.
- (2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.
- (3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.
- (4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.
- (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be



binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

#### **H-16 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR CLAUSE 5252.223-9501) (APR 2009)**

- (a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to [Mar-navyhmir@med.navy.mil](mailto:Mar-navyhmir@med.navy.mil) or mail a hard copy to the following address:

Navy and Marine Corps Public Health Center  
ATTN: HMIRS  
620 John Paul Jones Circle, Suite 1100  
Portsmouth, VA 23708-2103

- (b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

#### **H-17 - IMPACT OF SDD AND PRODUCTION NON-RECURRING CONTRACT CHANGES**

- (a) The parties acknowledge that government directed changes to the delivery schedule, statement of work, or specification of Contract N00019-02-C-3002 may impact performance on this contract. If a government directed change to the delivery schedule, statement of work, or specification of Contract N00019-02-C-3002 causes an increase or decrease in the estimated cost, the Contracting Officer shall make an equitable adjustment to this contract pursuant to the Changes clauses, FAR 52.243-1 and FAR 52.243-2.

(b) Furthermore, the parties acknowledge that government directed changes to the delivery schedule or statement of work of the following Production Non-Recurring Line Items for special tooling and test equipment may impact the performance on this contract. If a government directed change to the delivery schedule or statement of work causes an increase or decrease in the estimated cost, the Contracting Officer shall make an equitable adjustment to this contract pursuant to the Changes clauses, FAR 52.243-1 and FAR 52.243-2.

##### CONTRACT

N00010-07-C-0097

N00019-08-C-0028

N00019-09-C-0010

##### PNR CONTRACT LINE ITEM

0010, 0020, 0021 and 0023

0001, 0012 and 0013

0001

(c) For the purposes of this clause, government directed changes are defined as changes to Contract N00019-02-C-3002 or the PNR CLINs specified above which are initiated by the Government, are authorized in writing via contract modification, and do not emanate from the Contractor's request for relief from the terms and conditions of the contract. Changes which are not incorporated in a formal contract modification or which result in contract modifications that are based upon the Contractor's inability to satisfy or nonperformance of the requirements under Contract N00019-02-C-3002 or PNR CLINs specified above shall not constitute a government directed change.

#### **H-18 5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR) (OCT 2005) (VARIATION)**

- (a) Acceptance under Special Conditions. The Government may, at the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

(1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;



(2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,

(3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract.

(b) Provisional Acceptance of Air Vehicles with Less Than Full Capability.

(1) Notwithstanding anything to the contrary in paragraph (a) above, the Government will provisionally accept Air Vehicles delineated under Items 1001, 2001, and 3001 and Option Item 1005 (if exercised) that do not meet LRIP 4 capabilities specified in the Capabilities and Configuration Description Document (CCDD), Section J, Attachment (2), prior to completion of such work in the following situations:

a. If the Government determines that all hardware required to provide Block 2B capabilities are present on the Air Vehicle; and

b. If the Air Vehicle contains capabilities specified in the following table:



Block 2A Capabilities  
as of P00077.xlsx

(2) The Contracting Officer shall withhold as consideration an amount from the contract price that represents the estimated price of incorporating the required capabilities (e.g., for software-related capabilities, the estimated price to install compliant software) specified in the CCDD. The associated withhold for each missing capability will be released after Government inspection and approval of the incorporated capability.

(c) Provisional Acceptance of Air Vehicles with Unverified or Deficient JCS Requirements.

(1) Due to the concurrent nature of SDD Contract N00019-02-C-3002 and this LRIP 4 contract, acceptance of Air Vehicles delineated under Items 1001, 2001, and 3001 and Option Item 1005 (if exercised) shall not be contingent upon completion of all verification requirements under SDD Contract N00019-02-C-3002. All unverified requirements shall be listed on the DD250. No amounts shall be withheld at the acceptance or provisional acceptance of an Air Vehicle due to the fact that the requirements listed on the LRIP 4 Unverified Specification Requirements, Section J, Attachment (13), have yet to complete verification.

(2) If there is an identified deficiency against a requirement stated in the Joint Strike Fighter (JSF) Air System Contract Specification (JCS), Attachments (2) and (13) of SDD Contract N00019-02-C-3002, a withhold shall be taken, except in the case where the Government has authorized a Record Variance as defined in Clause H-24, "Authorization to Incorporate Concurrency Changes."

a. If a PECP (as defined in the Clause H-24, "Authorization to Incorporate Concurrency Changes") to correct the deficiency has been authorized, a withhold shall be taken at the time of provisional acceptance. The withhold amount shall be negotiated between the Government and the Contractor and shall be based on the estimated price for correction of the deficiency. The withhold amount shall be released on a monthly basis at the rate of (b)(4) of the Contractor's incurred costs to correct the deficiency. The withhold shall be fully released after Government inspection and approval that the deficiency against which the withhold was taken has been corrected.

b. If a PECP to correct the deficiency has not been authorized, a withhold shall be taken at the time of provisional acceptance. The withhold amount, subject to mutual agreement, shall be negotiated between the Government and the Contractor.

(d) Nothing in this clause shall restrict the Government's rights to withhold acceptance or provisional acceptance of Items 1001, 2001, 3001 and Option Item 1005 due to defects or deficiencies in materials or workmanship or with Item 1001, 2001, 3001 and Option Item 1005 non-conformances unrelated to LRIP 4 capabilities.

#### **H-19 Reserved**

#### **H-20 Reserved**

#### **H-21 ISSUANCE OF CONTRACTS TO NEW SUBCONTRACTORS**

The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification over \$10,000,000 to subcontractors that have not been previously awarded contracts prior to 1 July 2010. Such notification shall not be required for competitively award subcontracts in which the lowest bidder has been selected. The contractor's notification shall identify the proposed subcontractor and shall include a description of the supplies or services to be subcontracted and an explanation of how the proposed subcontract offers best value to the government.

#### **H-23 WORK SHARE AGREEMENTS**

LM shall not enter into any new work share agreements with any subcontractors that specify that a subcontractor will receive a certain amount of business based solely on a dollar amount or percentage of contract or program cost as of the effective date of this contract.

#### **H-24 AUTHORIZATION TO INCORPORATE CONCURRENCY CHANGES (Applicable to CLINs 1001, Option Item 1005, 2001, and 3001)**

(a) The Contractor is to deliver LRIP 4 Air Systems as defined in Section C of this contract. A tenet of the F-35 program acquisition strategy is for all LRIP Air Systems ultimately to meet the JSF Air System Contract Specification (JCS) in the JSF System Development and Demonstration (SDD) Contract N00019-02-C-3002. The Contractor and the Government understand that the JSF production effort in LRIP 4 is occurring at the same time as, or concurrently with, the SDD effort. Due to this concurrency, the LRIP 4 configuration may evolve or change as the design matures and systems are tested and qualified against the JCS during SDD testing. The purpose of this clause is to define the Contractor's responsibility to incorporate concurrency-related changes into the LRIP 4 Air Systems delivered under this contract. The Contractor's responsibility includes the incorporation of Propulsion System driven changes.

#### **(b) Definitions**

- (1) Variance – For purposes of this clause, "Variance" means a concurrency change that the Contractor has not incorporated into an LRIP 4 Air System at the time of acceptance (DD250).
- (2) Record Variance – For purposes of this clause, "Record Variance" means the documentation indicating the Government's decision to forego the Contractor's incorporation of a Concurrency Change into an LRIP 4 Air System and to use an LRIP 4 Air System in an "as is" condition.
- (3) Concurrency Change - For purposes of this clause, "Concurrency Change" means a change to the configuration baseline of LRIP 4 Air System hardware resulting from the SDD design maturation process or the SDD systems testing and qualification process that is necessary to provide the capabilities described in



the Capabilities and Configuration Description Document, Attachment (2) of Section J, or achieve the requirements stated in the JSF Air System Contract Specification (JCS), Attachment (2) of JSF SDD Contract N00019-02-C-3002.

(4) Configuration Baseline – For purposes of this clause, “Configuration Baseline” means the baseline for the LRIP 4 Air System described in Section 4.0 “Configuration Baseline” of the Capabilities and Configuration Description Document, Attachment (2) of Section J, plus Government-approved Change Requests.

(5) Concurrency Change Plan - For purposes of this clause, “Concurrency Change Plan” means the Contractor’s proposed plan documenting the actions required to incorporate a Concurrency Change into the LRIP 4 Air Systems.

(6) Concurrency Cap - For purposes of this clause, “Concurrency Cap” means the amount specified in paragraph (d)(1) for each applicable CLIN. The Contractor shall be obligated to incorporate all authorized ECPS and Concurrency Change Plans under a CLIN so long as the cumulative target cost of authorized ECPS and Concurrency Change Plans, as determined by the process described in paragraph (e), is less than or equal to the Concurrency Cap. The Contractor shall have no responsibility to incorporate additional ECPs for Concurrency Changes under a CLIN once the cumulative target cost of authorized ECPs and Concurrency Change Plans, as determined by the process described in paragraph (e), exceeds the Concurrency Cap.

(7) Pre-Acceptance Concurrency Action – For purposes of this clause, “Pre-Acceptance Concurrency Action” means a Concurrency Change that the Contractor incorporates in an LRIP 4 Air System prior to acceptance of the Air System (via DD250)

(8) Post-Acceptance Concurrency Action – For purposes of this clause, “Post-Acceptance Concurrency Action” means a Concurrency Change that the Contractor incorporates in an LRIP 4 Air System after acceptance of the Air System (via DD250) via a Contractor-supplied post-acceptance installation kit.

(9) Point of Discovery – For purposes of this clause, “Point of Discovery” means the date on which a meeting is convened by the Contractor’s Chief Engineer to discuss the resolution of a reported deficiency in the Air System configuration, which, if left unresolved, may result in the Contractor’s failure to provide the capabilities described in the Capabilities and Configuration Description Document, Attachment (2) of Section J, or achieve the requirements stated in the JSF Air System Contract Specification (JCS), Attachment (2) of JSF SDD Contract N00019-02-C-3002. The Chief Engineer shall convene a meeting of cognizant Contractor and Government personnel as soon as practical, but not later than 60 days after the deficiency is reported. Deficiencies may be reported by either Government or Contractor personnel.

(10) Point of Discovery Cut-Off Date – For purposes of this clause, “Point of Discovery Cut-Off Date” means the date appearing in Block 21a of the DD250 for the last LRIP 4 Air System delivered under this contract. The Contractor is not obligated to incorporate Concurrency Changes discovered after the Point of Discovery Cut-Off Date.

(11) Preliminary Engineering Change Proposal (PECP) – For the purposes of this clause, “Preliminary Engineering Change Proposal (PECP)” means an Engineering Change Proposal (DD1692) that does not contain certified cost and pricing data and the Certificate of Current Cost or Pricing Data required by FAR 15.406-2 but does include a not-to-exceed estimate of the proposed change with supporting cost information.

(c) Contractor Responsibility to Incorporate Changes

(1) Material or Workmanship Changes: The Contractor agrees to correct material or workmanship deficiencies in accordance with FAR 52.246-2, Inspection of Supplies—Fixed-Price (AUG 1996)—Alt I (JUL 1985), at no increase in the target cost or target price, or if it is established, the total final price of the applicable CLIN. The Contractor shall be responsible for correcting all material or workmanship deficiencies at no increase in the target cost or target price, or if it is established, the total final price of the applicable CLIN, regardless of the Concurrency Cap.



(2) **Concurrency Changes:** For any Concurrency Change not involving a deficiency in material or workmanship that is discovered up to and including the Point of Discovery Cut-Off Date, the Contractor shall submit a "Preliminary Engineering Change Proposal (ECP)" and a Concurrency Change Plan within 45 days of the Point of Discovery. The "Preliminary ECP" and Concurrency Change Plan shall include a proposed target cost for the recurring costs to incorporate each Concurrency Change into the LRIP 4 Air Systems. Non-recurring costs shall be borne under SDD Contract N00019-02-C-3002 pursuant to the terms of that contract. Upon receipt of the "Preliminary ECP" and Concurrency Change Plan, the Government shall decide, within 60 days, appropriate action as follows:

- (a) Authorize incorporation of the Preliminary ECP and Concurrency Change Plan for the LRIP 4 Air System(s). Authorization shall be accomplished via a contract modification that will include a Preliminary ECP and an estimated target cost for the recurring costs to incorporate the Preliminary ECP and Concurrency Change Plan,
- (b) Issue a Record Variance for the LRIP 4 Air System(s),
- (c) Reject the Preliminary ECP and Concurrency Change Plan for the LRIP 4 Air System(s) and request the submission of a modified Preliminary ECP and Concurrency Change Plan, including a proposed target cost, within 60 days.

(d) **Concurrency Caps**

- (1) The amount included within the target cost of CLINs 1001, 2001, and 3001 of this contract for Concurrency Changes, including the preparation and processing of Preliminary ECPs, Concurrency Change Plans, and subsequent fixed-price-incentive-fee proposals associated therewith, is as follows:

Subject	CLIN	Concurrency Cap
CTOL Concurrency Changes	1001	(b)(4)
STOVL Concurrency Changes	2001	
CV Concurrency Changes	3001	

- (2) If the cumulative target cost of ECPs and Concurrency Change Plans, as determined by the process described in paragraph (e), exceeds the Concurrency Cap specified above for any CLIN, the Government may increase the amount of funding available for Concurrency Changes under one or more CLINs. In such event, the target cost of the affected CLIN(s) shall also be increased.
- (3) Notwithstanding any increases in target cost under paragraph (d)(2), the Contractor shall not receive any additional fee for any Concurrency Changes that exceed the Concurrency Cap specified above for each CLIN.

(e) **Target Cost Agreement on Authorized Preliminary ECPs and Concurrency Change Plans for Purposes of Determining the Cumulative Target Costs to be Applied Toward the Concurrency Caps**

- (1) The Contractor shall submit a fixed-price-incentive-fee proposal with zero (0) target fee for each Preliminary ECP and Concurrency Change Plan authorized under paragraph (c)(2)(a). Certified cost or pricing data shall be provided for any proposal exceeding the certified cost or pricing data threshold. The proposal shall be submitted within 75 days after Preliminary ECP/Concurrency Change Plan authorization.
- (2) The target date for agreement on the Contractor's proposal is 180 days after Preliminary ECP/Concurrency Change Plan authorization. If agreement is not reached by the target date, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable target cost in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the authorized Preliminary ECP and Concurrency Change Plan.

- (3) When a determination is made by the Contracting Officer that the anticipated amount of the Government's liability under the contract for funding Concurrency Changes is less than the amount of funds obligated on the contract, the recorded obligation may be decreased unilaterally by the amount determined by the Contracting Officer.

(f) Authorized PECP/ECP/CRs:

- a. The table below outlines authorized PECPs/ECPs and summarizes the available Concurrency Cap by variant.

LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
Concurrency Cap							(b)(4)		
ECP 0053	CR-019339,B	TI-0000-0250	Additional Lower POD of AME-3	Prod Only		X			
ECP 0055R1	CR-019683,D	TI-0000-0316	STOVL Fuselage Station 496 Bulkhead Cracking	Mod/Prod		X			
ECP 0056	CR-018522,B	TI-0000-0230	DART Pod Adapters	Prod Only		X			
ECP 0061	CR-016270,C	TI-0000-0423	Engine Interchangeability Bleed Air System Ducting Design	Mod Only		X			
ECP 0062	CR-019981,-	TI-0000-0316	CTOL and CV Fuselage Station 496 Bulkhead Redesign and Rework	Prod Only		X			
ECP 0063	CR-016814,D	TI-0000-0448	Active Inceptor Redesign	Prod Only		X			
ECP 0064	CR-019954,-	TI-0000-0363	TRS Component Changes from Qual Test Failures	Prod Only		X			
ECP 0065	CR-019425,-	TI-0000-0275	STOVL F2 Tank Fuel Transfer Pumps Clearance To Fuel Floor	Prod Only		X			
ECP 0068	CR-020082,-	TI-0000-0517	CTOL Refuel Pressure Switch Ground Wire	Prod Only		X			
ECP 0069	CR-019609,-	TI-0000-0256	AAID Thrust Washers and OML Skin Trim	Prod Only		X			
ECP 0071	CR-020189,-	TI-0000-0546	CV Main Landing Gear	Prod Only		X			
ECP 0072	CR-020206,-	TI-0000-0547	CV Main Landing Gear	Prod Only		X			
ECP 0074	CR-020182,-	TI-0000-0537	Dual Electronic Unit Thermal Design Change	Prod Only	X				
ECP 0077	CR-020708,-	TI-0000-0707	Air Data System Design Changes for Full Qualification	Prod Only		X			

LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
ECP 0078	CR-020861,-	TI-0000-0730	CV Rudder EHA Design Change	Prod Only		X	(b)(4)		
ECP 0083	CR-020675,-	TI-0000-0709	Horizontal Tail EHA Block Change	Prod Only		X			
ECP 0085	CR-020066,-	TI-0000-0424	Firewall Shutoff Valve	Prod Only		X			
ECP 0087	CR-020574,A	TI-0000-0646	Aft Ramp Access Panel Acoustic Failure	Prod Only		X			
ECP 0088C1	CR-020097,A	TI-0000-0477	EHAS Panels Incorrect Grip	Mod Only		X			
ECP 0089C2	CR-020003,A	TI-0000-0208	Aluminum Heat Treat Change - Mechanical Pushrods	Mod Only		X			
ECP 0091	CR-020907,-	TI-0000-0132	Tail Hook Sequence Valve Part Number	Prod Only		X			
ECP 0092	CR-018679,A	TI-0000-0825	Inboard Leading Edge Flap (ILEF) System Integration	Prod Only		X			
ECP 0093	CR-020912,-	TI-0000-0211	Arresting Gear System for LRIP 4 CV Aircraft	Prod Only		X			
ECP 0094	CR-021562,-	TI-0000-0308	Roll Control Nozzle Door Fit Issue	Prod Only		X			
ECP 0095	CR-021169,-	TI-0000-0280	Cockpit Panel Pushbutton Switch Simultaneity	Prod Only		X			
ECP 0099	CR-020351,B	TI-0000-0544	STOVL Life Limited Parts: Multiple	Prod Only		X			
ECP 0100	CR-021215,-	TI-0000-0432	CTOL Wing Forward Root Rib Limited Life LRIP Modification	Mod Only		X			
ECP 0101C1	CR-021217,-	TI-0000-0545 TI-0000-0564 TI-0000-1203	STOVL Limited Life: Wing Forward Root Rib	Mod Only		X			
ECP 0102	CR-020447,A	TI-000-0435	Ejection Seat Firing Module	Prod Only		X			
ECP 0105C2	CR-021694,-	TI-0000-0377	STOVL AAID System Redesign	Mod Only		X			
ECP 0106	CR-020918,-	TI-0000-0163	Miscellaneous Control Panel	Prod Only		X			
ECP 0107	CR-017534,-	TI-0000-0683	CTOL Horizontal Tail Bearing Migration	Prod Only		X			
ECP 0108	CR-021584,-	TI-0000-0771	Install of CNI Batteries in Rack 3A and 3B	Prod Only		X			



LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
ECP 0109	CR-020216,C	TI-0000-0349	Roll Nozzle Bay Heating	Prod Only		X	(b)(4)		
ECP 0111	CR-021619,-	TI-0000-0760	CV Rudder Blade Seal Split	Prod Only		X			
ECP 0112	CR-018564,-	TI-0000-0138	Wing Tip Light Improvement for FAA Compliance	Mod Only		X			
ECP 0113	CR-021320,-	TI-0000-0513	Incorporate Ground Maintenance Motor Pump (GMMP) Controller	Prod Only		X			
ECP 0114	CR-021053,-	TI-0000-0833	CTOL Short Shank Condition on Engine Inspection Panels	Prod Only		X			
ECP 0115	CR-021621,-	TI-0000-0846	CV Life Limited Parts	Prod Only		X			
ECP 0116	CR-021684,-	TI-0000-0984	Replace CV IMU Cold Plate	Prod Only		X			
ECP 0119	CR-021194,-	TI-0000-0544	STOVL Group 1 Structural Limited Life Part Mod	Mod Only		X			
ECP 0120C1	CR-021434,-	TI-0000-0607	Short Life CTOL Group 1 MOD - STA 3/9 Aft Rib	Mod Only		X			
ECP 0122	CR-021568,A	TI-0000-0699	CV Aft Arresting Gear Door Actuator	Prod Only		X			
ECP 0123	CR-019993,-	TI-0000-0397	R21 Drizzle Valve Re-Design	Prod Only		X			
ECP 0124C2	CR-021259,-	TI-0000-0808	Weapon Bay Door Uplock Sealing	Mod/Prod		X			
ECP 0127	CR-020743,B	TI-0000-0673	Ordnance Quick Latch System Clip Lock	Mod Only		X			
ECP 0128	CR-014289,C	TI-0000-0121	Weapon Bay Door Drive Electronic Control Unit Part Number Roll	Mod Only		X			
ECP 0129	CR-021107,B	TI-0000-0854	Display Management Computer-Helmet (DMCH) MPEG VHDL Firmware Part Number Roll	Prod Only		X			
ECP 0130C2	CR-019291,B	TI-0000-0193	EW Gain State Control Logic Error	Mod Only		X			
ECP 0131C2	CR-021459,A	TI-0000-0135	Fully Qualified Engine Driven Pump Retrofit	Mod Only		X			
ECP 0133C2	CR-019979,A	TI-0000-0375	STOVL IRCM Doors Hinge Clevis Holes	Mod Only		X			
ECP 0135	CR-020726,A	TI-0000-0654	Inlet Debris Monitoring System (IDMS) Designator Mismatch	Mod Only		X			

LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
ECP 0136	CR-022310,-	TI-0000-1110	Power and Thermal Management System (PTMS) Valve Part Roll Number	Prod Only		X	(b)(4)		
ECP 0139	CR-017913,B	TI-0000-0463	DaDT Repair for CTOL Wing-to-Body (WTB) Mid-Fair Support	Mod Only		X			
ECP 0140	CR-022121,-	TI-0000-1060	Engineering Changes to A/C Finishes	Prod Only		X			
ECP 0141	CR-020793,-	TI-0000-0137	Full Qualification Implementation of Ground Maintenance Motor Pump (GMMP)	Mod Only		X			
ECP 0142	CR-021168,A	TI-0000-0810	CV Fuselage Station (FS) 503 Frame Limited Life Part	Mod Only		X			
ECP 0143	CR-021519,-	TI-0000-0321	Lift Fan Exhaust Aft Uplock Hook Failure	Mod Only		X			
ECP 0145	CR-020611,A	TI-0000-0539	Cracking of Bifurcation Seam Treatment	Mod Only	X				
ECP 0147C1	CR-022138,-	TI-0000-1053	STOVL Fire Suppression Bottle Low Clearance (STOVL only)	Mod Only		X			
ECP 0148	CR-020226,A	TI-0000-0281	Hoist Point Cover Sealing (CTOL and CV)	Mod Only		X			
ECP 0151C3	CR-020289,A	TI-0000-0575	Emergency Control Valve Full Qualification	Mod Only		X			
ECP 0152	CR-021759,-	TI-0000-0904	STOVL Backup Radio Guide Pin Misalignment	Mod Only		X			
ECP 0153C1	CR-020680,B	TI-0000-0412	Wing Lighting Controller Full Qualification Implementation	Mod Only		X			
ECP 0154	CR-022675	TI-0000-0904	CTOL Ventilation Leakage from Bay 207L	Mod Only		X			
ECP 0155	CR-020912,A	TI-0000-0211	CV Arresting Gear Redesign Hardware Implementation	Prod Only		X			
ECP 0156	CR-022497,-	TI-0000-0820	LEFAS Actuator RGA PINS CV only	Prod Only		X			
ECP 0158	CR-020593,A	TI-0000-0538	Flaperon EHA Secondary Locking & Corrosion Reduction MOD	Mod Only		X			
ECP 0159C1	CR-022515,A	TI-0000-0703	Implement Fully Qualified Roll Post Door Actuator	Mod Only		X			
ECP 0163C1	CR-020678,-	TI-0000-0768	Fuel Sealing Missing Filler Seal	Prod Only		X			
ECP 0164	CR-022058,-	TI-0000-0897	STOVL Roll Control Nozzle Door Mod	Mod Only		X			
ECP 0165R1	CR-022517,-	TI-0000-0113	ESG Power Connecting Rating	Prod Only		X			



LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
ECP 0166C1	CR-022666,-	TI-0000-1092	Landing Taxi Light Redesign	Mod Only		X	(b)(4)		
ECP 0167	CR-022656,-	TI-0000-1161	STOVL/CTOL Aft MLG Door, MOD	Mod Only		X			
ECP 0168	CR-022196,A	TI-0000-0133	Pressure Filter Manifold Full Qualification Part Number Roll	Mod Only		X			
ECP 0169	CR-021557,A	TI-0000-0895	Arm Disable Current Leakage Path Correction	Mod Only		X			
ECP 0170	CR-022647,A	TI-0000-1101	Implement Fully Qualified GMMP Controller	Mod Only		X			
ECP 0171	CR-021905,A	TI-0000-0626	FRIU Updates to Eliminate False Emergency Jettison Reporting	Mod Only		X			
ECP 0172	CR-022936,-	TI-0000-1023	Revise Roll Post Bleed Leak Detection System	Mod Only		X			
ECP 0173	CR-022873,-	TI-0000-1142	Missionized Gun System Jumper Panel Hoses	AME		X			
ECP 0174	CR-020396,D	TI-0000-0608	CTOL Life Limited Parts: Bulkheads and Engine Mount	Mod Only	X				
ECP 0176C1	CR-022721,A	TI-0000-1365	Inertial Navigation System (INS) Hardware Modification for CV	Mod Only		X			
ECP 0180	CR-022872,-	TI-0000-0064	Counter Measure Door Controller Valve P/N Roll	Mod Only		X			
ECP 0182R1	CR-023084,-	TI-0000-1478	Outboard Leading Edge Flap (OLEF) Bullnose Fouling	Prod Only		X			
ECP 0191	CR-023399,-	TI-0000-1647	CV Wing Finish Design Correction for RCS ATP Testing	Prod Only		X			
ECP 0192	CR-022899,-	TI-0000-1420	Hot Fuel Correction for CV Fuel Boost Pumps	Prod Only		X			
ECP 0195	CR-023047,-	TI-0000-1429	CV Flaperon Interference Issues	Prod Only		X			
ECP 0199	CR-023211,-	TI-0000-1514	Inboard LEF Bullnose Fastener	Prod Only		X			
ECP 0201C1	CR-023040,A	TI-0000-0191	BCCU Heater Threshold Firmware Upgrade	Mod Only		X			
ECP 0203	CR-021388,A	TI-0000-1422	STOVL Nose Landing Gear (NLG) Retraction Load Exceedance	Mod Only		X			
ECP 0204	CR-023282,-	TI-0000-1485	F1 Feed Tank Gasket Spill Out	Mod Only		X			
ECP 0205	CR-023165,-	TI-0000-1229 TI-0000-1408	Block 2AS3.1 - LRIP 4 DD-250 Software	Mod Only		X			



LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
ECP 0208	CR-023598,-	TI-0000-1652	Rudder Slider Hinge Wear Resolution - Prod Breakin	Prod Only		X	(b)(4)		
ECP 0209	CR-023599,-	TI-0000-1652	Rudder Slider Hinge Wear Resolution - Modification	Mod Only		X			
ECP 0210	CR-016633,E	TI-0000-0260	Canopy Actuator System (all variants)	Mod Only		X			
ECP 0213	CR-022695,-	TI-0000-0802	CTOL MLG Drag Brace Qualification Test Failure	Mod Only		X			
ECP 0215R1C1	CR-023102,A	TI-0000-0101	Lift Fan Inlet Door Actuator Full Qualification Part Number Roll	Mod Only	X				
ECP 0217C2	CR-023490,- (C2)	TI-0000-1653	PTMS Sink HX V224 Flow Path Isolation (Mod) (USMC IOC Change)	Mod Only		X			
ECP 0220C1 (All STOVL & All CTOL)	CR-023382,A	TI-0000-0361	Vertical Tail 575 Fitting Mod (USMC IOC)	Mod Only	X				
ECP 0221	CR-022105,F	TI-0000-0495	Modification of OBIGGS for Lightning Protection (USMC IOC)	Mod Only		X			
ECP 0222C1	CR-023300,C	TI-0000-1589	Hydraulics System – Single Point Failure (USMC IOC)	Mod Only		X			
ECP 0224	CR-023802,A	TI-0000-0908	Modification of Fuel Dump System (USMC IOC)	Mod Only		X			
ECP 0229C2	CR-024000,A	TI-0000-1113 TI-0000-1515 TI-0000-0884	Engine Starter Generator (USMC IOC)	Mod Only		X			
ECP 0230R1 (All CTOL Only)	CR-023874B (C1)	TI-0000-1551 TI-0000-1552	28V Battery and BCCU Mod (USMC IOC)	Mod Only		X			
ECP 0231C1 (ALL STOVL & ALL CV)	CR-022972,-	TI-0000-0516 TI-0000-1097	AAR Probe Retrofit (USMC IOC)	Mod Only	X				
ECP 0232	CR-022841,B	TI-0000-1099	ATQA Mounting Bolt Interface (USMC IOC)	Mod Only		X			
ECP 0235	CR-023838,-	TI-0000-1486	STOVL-FS 503 Frame Limited Life MOD	Mod Only		X			
ECP 0237	CR-019340,C	TI-0000-0231	EU Cooling Orifice Change (USMC IOC)	Mod Only		X			
ECP 0238R1	CR-02737A(C1)	TI-0000-0469	Ejection Seat and Equipment Retrofit	Mod Only		X			

LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
		TI-0000-0866 TI-0000-1289 TI-0000-1650					(b)(4)		
ECP-0240	CR-023774RIC2	TI-0000-0406	OHS Flyaway Hoist Assembly	Mod Only	X				
ECP 0241	CR-023379,A	TI-0000-0906	STOVL-NLG Retract Actuator Lug Short Service Life - MOD	Mod Only		X			
ECP 0242	CR-023540	TI-0000-1549	Firmware Retrofit for Aircraft Memory System (AMS) Cartridge (USMC IOC)	Mod Only		X			
ECP 0246 (All CTOL Only)	CR-023121B/D (C1)	TI-0000-0574	Electronics Unit (EU) Mods for EMI and Lightning Qual (USMC IOC)	Mod Only		X			
ECP 0247C1	CR-023250,A	TI-0000-1480	Replacement of Lift System FADEC (USMC IOC)	Mod		X			
ECP 0248C1 (All CTOL Only)	CR-023133A (R1) (C1)	TI-0000-1494	Turbomachine Configuration to Correct Qualification Failures	Mod Only		X			
ECP 0249	CR-023432A	TI-0000-0781	3BSM NBD Assembly Changes - Retro (USMC IOC)	Mod Only	X				
ECP 0251R2 (All CTOL Only)	CR-024068 (C2)	TI-0000-1706	DMCH and HDU Retrofit (USMC IOC)	Mod Only		X			
ECP 0252 R1C1	CR-023355B (R1) (C2)	TI-0000-1372	EW Qual Compliant Module Configurations (USMC IOC)	Mod Only		X			
ECP 0253R1	CR-022481B(C1)	TI-0000-1000 TI-0000-1102	Limited Life WBD AMRAAM Cradle	Mod Only		X			
ECP 0262R1	CR-023384A(C1)	TI-0000-0480	Lightning Compliant/Full Qualification of the ICC (USMC IOC)	Mod Only		X			
ECP 0263R1C1	CR-024031(C1)	TI-0000-2551	L-Band Power Amplifier Update for LINK-16 Mod (USMC IOC)	Mod Only		X			
ECP 0264	CR-024114	TI-0000-1709	Carrier Variant Marker Beacon Antenna Retrofit	Mod Only		X			
ECP 0267	CR-024153		Modification of the CV FS 503 Frame and IPP Shear Web	Mod Only		X			
ECP 0270	CR-024341,-	TI-0000-2641	Short Shank Condition Engine Access Panel	Mod Only		X			
ECP 0282C1	CR-025167A	TI-0000-2909	IPP Bay High Flow Air Duct Separation	Mod Only		X			

LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
ECP 0291R1	CR-023093C (C1)	TI-0000- 2786	ICP Hardware Part Number Rolls (USMC IOC and OT)	Mod Only		X	(b)(4)		
ECP 0292	CR-023901	TI-0000- 2450	Bleed Air Sense Line Fitting	Mod Only		X			
ECP 0293C1	CR-024982A	TI-0000- 0336	PCD DU & EU Retrofit (OT Change)	Mod Only	X				
ECP 0294R1C1	CR-021180A/C (C2)	TI-0000- 0631	CM Door Control Correction (OT Change)	Mod Only		X			
ECP 0298C4	CR-023982A	TI-0000- 0343 TI-0000- 0336 TI-0000- 1048	PCD DU & EU Retrofit (OT Change)	Mod Only	X				
ECP 0299C4	CR- 024794A(C2)	TI-0000- 2674	Cracking of Bifurcation Seam Treatment	Mod Only	X				
ECP 0333	CR- 024623B(C1)	TI-0000- 0191	270V BCCU Fill-In Firmware Update	Mod Only		x			
ECP-0342	CR-024355A	TI-0000- 2546	Weapon Bay Light Bracket Failure	Mod Only		X			
ECP 0351	CR- 024920C(C1)	TI-0000- 2690 TI-0000- 2493 TI-0000- 2567	F-35 AME: BRU and LAU Vent Valve Retention Retrofit	Mod Only		x			
NCICP ECP 0382R1C2	CR- 025676A(C1)	TI-0000- 3013	Gun System Control Unit (GSCU) Vibration Isolator	Mod/Prod		X			
ECP 0384	CR-023654B	TI-0000- 1857	Time Delay Valve-Fully Qualified Part	Mod Only	X				
ECP 0411 C2	CR-025660C	TI-0000- 3075	OBIGGS M19 Flow Switch	Mod Only	X				
ECP 0415	CR-026716	TI-0000- 0495	STOVL Fuel Migration –IOC & OT Retrofit	Mod Only		X			
ECP 0448	CR-026731,B	Ti-0000- 0495	CTOL and STOVL Fuel Migration	Mod Only		X			
ECP 0540	CR-028005B	TI-0000- 0495	Siphon Tank Wash Tube Orifice Sizing	Mod Only		X			
Change Request									
CR- 023112,A	(ALL CTOL ONLY)	TI-0000- 1396	HTCA with End Gland Material Issue						
CR- 021915,A	(ALL CTOL ONLY)	TI-0000- 0998	CTOL and CV Refuel System Mod						



LRIP 4							Variant		
ECP	CR	TI	Description	Mod/ Prod	PECP	ECP	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
CR-013775,H	(ALL CTOL ONLY)		LEFAS Power Drive Unit (PDU)						
Authorized							(b)(4)		
Remaining									

**Table H-24b**  
**ECP Completion Criteria**

<b>LRIP 4</b> Final Minimum Deliverables Expected <b>P</b> = Production Break-in Only <b>T</b> = TCTD Only <b>K</b> = Kits Only <b>TK</b> = TCTD and Kits <b>D</b> = Depot Level Modification/Retrofit			Variant and CLIN		
ECP	CR	Maximum Number and Type of Withhold Release Request	CLIN 1001 (CTOL)	CLIN 2001 (STOVL)	CLIN 3001 (CV)
ECP 0053	CR-019339,B	One (1) Withhold Release Request via Contract Letter to DCMA (P)	(b)(4)		
ECP 0055R1	CR-019683,D	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0056	CR-018522,B	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0062	CR-019981,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0063	CR-016814,D	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0064	CR-019954,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0065	CR-019425,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0068	CR-020082,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0069	CR-019609,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0071	CR-020189,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0072	CR-020206,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0077	CR-020708,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0078	CR-020861,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0083	CR-020675,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			

<b>LRIP 4</b> Final Minimum Deliverables Expected <b>P</b> = Production Break-in Only <b>T</b> = TCTD Only <b>K</b> = Kits Only <b>TK</b> = TCTD and Kits <b>D</b> = Depot Level Modification/Retrofit			<b>Variant and CLIN</b>		
<b>ECP</b>	<b>CR</b>	<b>Maximum Number and Type of Withhold Release Request</b>	<b>CLIN 1001 (CTOL)</b>	<b>CLIN 2001 (STOVL)</b>	<b>CLIN 3001 (CV)</b>
ECP 0085	CR-020066,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)	(b)(4)		
ECP 0087	CR-020574,A	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0088C1	CR-020097,A	One (1) Withhold Release Request via Contract Letter to DCMA (K)			
ECP 0089C2	CR-020003,A	One (1) Withhold Release Request via Contract Letter to DCMA (K)			
ECP 0091	CR-020907,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0092	CR-018679,A	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0093	CR-020912,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0094	CR-021562,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0095	CR-021169,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0099	CR-020351,B	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0101	CR-021217,-	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0102	CR-020447,A	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0105C2	CR-021694,-	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0106	CR-020918,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0107	CR-017534,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0108	CR-021584,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0109	CR-020216,C	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0111	CR-021619,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0112	CR-018564,-	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0113	CR-021320,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0114	CR-021053,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0115	CR-021621,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			

<b>LRIP 4</b> Final Minimum Deliverables Expected <b>P</b> = Production Break-in Only <b>T</b> = TCTD Only <b>K</b> = Kits Only <b>TK</b> = TCTD and Kits <b>D</b> = Depot Level Modification/Retrofit			<b>Variant and CLIN</b>		
<b>ECP</b>	<b>CR</b>	<b>Maximum Number and Type of Withhold Release Request</b>	<b>CLIN 1001 (CTOL)</b>	<b>CLIN 2001 (STOVL)</b>	<b>CLIN 3001 (CV)</b>
ECP 0116	CR-021684,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)	(b)(4)		
ECP 0120C1	CR-021434,-	Two (2) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0122	CR-021568,A	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0123	CR-019993,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0124C2	CR-021259,-	One (1) Withhold Release Request via JPO Approved NOR (D)			
ECP 0127	CR-020743,B	One (1) Withhold Release Request via Contract Letter to DCMA (TK)			
ECP 0128	CR-014289,C	Two (2) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0129	CR-021107,B	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0130C2	CR-019291,B	One (1) Withhold Release Request via Contract Letter to GOV (T)			
ECP 0133C2	CR-019979,A	Two (2) Withhold Release Requests via Contract Letter to DCMA (K)			
ECP 0135	CR-020726,A	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0136	CR-022310,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0139	CR-017913,B	One (1) Withhold Release Request via JPO Approved NOR (D)			
ECP 0140	CR-022121,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0141	CR-020793,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0142	CR-021168,A	Two (2) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0143	CR-021519,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0147C1	CR-022138,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0148	CR-020226,A	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0151C3	CR-020289,A	Two (2) Withhold Release Requests via Contract Letter to DCMA (TK)			
ECP 0152	CR-021759,-	One (1) Withhold Release Request via Contract Letter to DCMA (P)			



<b>LRIP 4</b> Final Minimum Deliverables Expected <b>P</b> = Production Break-in Only <b>T</b> = TCTD Only <b>K</b> = Kits Only <b>TK</b> = TCTD and Kits <b>D</b> = Depot Level Modification/Retrofit			<b>Variant and CLIN</b>		
<b>ECP</b>	<b>CR</b>	<b>Maximum Number and Type of Withhold Release Request</b>	<b>CLIN 1001 (CTOL)</b>	<b>CLIN 2001 (STOVL)</b>	<b>CLIN 3001 (CV)</b>
ECP 0153C1	CR-020680,B	One (1) Withhold Release Request via Contract Letter to DCMA (K)	(b)(4)		
ECP 0155	CR-020912,A	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0156	CR-022497,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0158	CR-020593,A	One (1) Withhold Release Request via Contract Letter to DCMA (P)			
ECP 0159C1	CR-022515,A	One (1) Withhold Release Request via Contract Letter to DCMA (K)			
ECP 0163C1	CR-020678,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0166	CR-022666,-	One (1) Withhold Release Request via JPO Approved NOR (D)			
ECP 0169	CR-021557,A	One (1) Withhold Release Request via Contract Letter to GOV (TK)			
ECP 0170	CR-022647,A	Two (2) Withhold Release Requests via Contract Letter to GOV (TK)			
ECP 0173	CR-022873,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0182R1	CR-023084,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0191	CR-023399,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0192	CR-022899,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0195	CR-023047,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0199	CR-023211,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0201	CR-023040,A	One (1) Withhold Release Request via Contract Letter to GOV (TK)			
ECP 0203	CR-021388,A	One (1) Withhold Release Request via Contract Letter to GOV (TK)			
ECP 0204	CR-023282,-	Two (2) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0208R1	CR-023598,-	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0209	CR-023599,-	One (1) Withhold Release Request via JPO Approved NOR (D)			
ECP 0210	CR-016633,E	Two (2) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0217C2	CR-23490,- (C2)	One (1) Withhold Release Request via Contract Letter to GOV (TK)			

<b>LRIP 4</b> Final Minimum Deliverables Expected <b>P</b> = Production Break-in Only <b>T</b> = TCTD Only <b>K</b> = Kits Only <b>TK</b> = TCTD and Kits <b>D</b> = Depot Level Modification/Retrofit			<b>Variant and CLIN</b>		
<b>ECP</b>	<b>CR</b>	<b>Maximum Number and Type of Withhold Release Request</b>	<b>CLIN 1001 (CTOL)</b>	<b>CLIN 2001 (STOVL)</b>	<b>CLIN 3001 (CV)</b>
ECP 0221	CR-022105 E&F (C1)	Three (3) Withhold Release Requests via JPO Approved NOR (D)	(b)(4)		
ECP-0222	CR-023300,C	One (1) Withhold Release Request via Contract Letter to GOV (TK)			
ECP-0224	CR-023802,A	Two (2) Withhold Release Requests via JPO Approved NOR (D)			
ECP-0232	CR-022841,B	One (1) Withhold Release Request via Contract Letter to GOV (TK)			
ECP-0235	CR-023838,-	One (1) Withhold Release Request via JPO Approved NOR			
ECP 0230R1 (CTOL Only)	CR-023874B (C1)	Two (2) Withhold Release Requests via Contract Letter to DCMA (T)			
ECP 0238R1	CR-022737A (C1)	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0241	CR-023379,A	Two (2) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0246R1 (All CTOL Only)	CR-023121 B/D (C1)	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP-0247	CR-023250,A	One (1) Withhold Release Request via Contract Letter (P)			
ECP 0248C1 (All CTOL Only)	CR-023133,A (R1)(C1)	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0251R2 (All CTOL Only)	CR-024068 (C2)	Two (2) Withhold Release Requests via Contract Letter to DCMA (T)			
ECP 0252 R1C1	CR-023355B (R1)(C2)	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0253 R1	CR-022481B (C1)	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0262 R1	CR-023384A (C1)	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0263 R1C1	CR-024031 (C1)	Two (2) Withhold Release Requests via Contract Letter to DCMA (TK)			
ECP 0270R1	CR-024341,-	One (1) Withhold Release Request via JPO Approved NOR			
ECP 0291 R1	CR-023093C (C1)	One (1) Withhold Release Request via Contract Letter to DCMA (K)			
ECP 0294 R1C1	CR-021180 A/C (C2)	Three (3) Withhold Release Requests via JPO Approved NOR (D)			
ECP 0333	CR-024623B (C1)	One (1) Withhold Release Request via Contract Letter to DCMA (T)			

<b>LRIP 4</b> Final Minimum Deliverables Expected <b>P</b> = Production Break-in Only <b>T</b> = TCTD Only <b>K</b> = Kits Only <b>TK</b> = TCTD and Kits <b>D</b> = Depot Level Modification/Retrofit			<b>Variant and CLIN</b>		
<b>ECP</b>	<b>CR</b>	<b>Maximum Number and Type of Withhold Release Request</b>	<b>CLIN 1001 (CTOL)</b>	<b>CLIN 2001 (STOVL)</b>	<b>CLIN 3001 (CV)</b>
ECP 0351 R1C1	CR-024920C (C1)	Three (3) Withhold Release Requests via Contract Letter to DCMA (T)	(b)(4)		

†ECP 0127: The current ordnance latch assembly redesign (ECP-127) does correct the safety deficiency described in MVR-000346 but induces an interference issue with a cold air duct when the latch assembly is in the fully open position for the latch assembly in the left side weapons bay on STOVL aircraft. The proposed LM JTD procedures to mitigate the interference issue are not considered sufficient mitigation for this issue by the JPO. The JPO does not consider the current design sufficient and hereby requests an alternate design solution be developed for the ordnance latch assembly in the left side weapons bay on STOVL aircraft.

The authorized PECPs/ECPs listed in the above table are incorporated by reference into this contract.

**Fixed Price Incentive Proposal Schedule:**

- i. Proposal for the LRIP 4 portion of PECP 0055 shall be submitted to the JSFPO no later than 75 days after the PECP/Concurrency Change plan is authorized. This proposal shall include the changes set forth by the JCCB as documented in PCOL AIR-2.6/11-264-225064 dated 02 June 2011.
- ii. A combined proposal shall be submitted to the JSFPO that includes the following ECPs; 0053, 0056, 0062, 0063 and 0064. This proposal shall incorporate the changes set forth by the JCCB as documented in PCOL AIR-2.6/11-264-225171 dated 06 June 2011. The proposal due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- iii. A combined proposal shall be submitted to the JSFPO for ECPs 0065 and 0068. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- iv. A combined proposal shall be submitted to the JSFPO for ECPs 0071 and 0072. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- v. A combined proposal shall be submitted to the JSFPO for ECPs 0069 and 0074. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- vi. A combined proposal shall be submitted to the JSFPO for ECPs 0077 and 0083. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- vii. A combined proposal shall be submitted to the JSFPO for ECPs 0085, 0091 and 0092. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- viii. A proposal shall be submitted to the JSFPO for ECP 0099. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- ix. A proposal shall be submitted to the JSFPO for ECP 0095. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- x. A combined proposal shall be submitted to the JSFPO for ECPs 0088 and 0093. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.



- xi. A combined proposal shall be submitted to the JSFPO for ECPs 0078, 0107, 0108, and 0115. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xii. A proposal shall be submitted to the JSFPO for ECP 0094. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xiii. A combined proposal shall be submitted to the JSFPO for ECPs 0087 and 0102. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xiv. A combined proposal shall be submitted to the JSFPO for ECPs 0106, 0111, 0113 and 0116. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xv. A proposal shall be submitted to the JSFPO for ECP 0122. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xvi. A combined proposal shall be submitted to the JSFPO for ECPs 0089 & 0112. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xvii. A proposal shall be submitted to the JSFPO for ECP 0114. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xviii. A proposal shall be submitted to the JSFPO for ECP 0109. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xix. Proposals shall be submitted to the JSFPO for ECPs 0105, 0119, 0123, 0127, and 0129. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xx. A proposal shall be submitted to the JSFPO for ECP 0124. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxi. A proposal shall be submitted to the JSFPO for ECP 0128 and 0133. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxii. A proposal shall be submitted to the JSFPO for ECP 0131. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxiii. ECP 0136 shall include the updated Safety Chart for CR-022310 dated 12 June 2012 per JCCB authorization. A proposal shall be submitted to the JSFPO for ECP 0135 and 0136. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxiv. A proposal shall be submitted to the JSFPO for ECP 0101. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxv. A proposal shall be submitted to the JSFPO for ECP 0120. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxvi. A proposal shall be submitted to the JSFPO for ECP 0140, 0130, and 0139. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxvii. A proposal shall be submitted to the JSFPO for ECP 0142 and 0143. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxviii. A proposal shall be submitted to the JSFPO for ECP 0147. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxix. A proposal shall be submitted to the JSFPO for ECP 0151, 0141, 0145, 0148 and 0152. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxx. A proposal shall be submitted to the JSFPO for ECP 0100. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxxi. A proposal shall be submitted to the JSFPO for ECP 0153 and 0158. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxxii. A proposal shall be submitted to the JSFPO for ECP 0155, 0156 and 0159. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxxiii. A proposal shall be submitted to the JSFPO for ECP 0163 and 0166. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized.
- xxxiv. A proposal shall be submitted to the JSFPO for ECP 0164, 0167, 0169, and 0171. The proposal is due 75 days after the Preliminary ECP/Concurrency Change plan is authorized. PECP 0164 shall contain 1 TCTD that covers both unit and depot level action. Shall be updated when ECP 0164 is submitted.
- xxxv. A firm proposal shall be submitted to the JSFPO for ECP 0191 by 3 June 2013.
- xxxvi. A firm proposal shall be submitted to the JSFPO for ECP 0168, 0170, 0172, 0173 and 0174 by 5 June 2013.
- xxxvii. A firm proposal shall be submitted to the JSFPO for ECP 0195 by 1 July 2013.
- xxxviii. A firm proposal shall be submitted to the JSFPO for ECP 0180 by 29 July 2013
- xxxix. A firm proposal shall be submitted to the JSFPO for ECP 0201 by 31 Aug 2013
- xl. A firm proposal shall be submitted to the JSFPO for ECP 0205 by 23 September 2013
- xli. A firm proposal shall be submitted to the JSFPO for ECPs 0199, 0197, 0182 and 0176 by 06 October 2013
- xlii. A firm proposal shall be submitted to the JSFPO for ECPs 0165, 0208, and 0209 by 29 October 2013

- xlili. A firm proposal shall be submitted to the JSFPO for ECPs 0192, 0203, 0204, 0210, 0213 and 0215 by 31 December 2013
- xliv. A firm proposal shall be submitted to the JSFPO for ECPs 0192, 0203, 0204, 0210, 0213 and 0215 by 31 December 2013
- xliv. ECPs shall be submitted to the JSFPO for Change Requests 021180A, 023384A, 024000, 016270C, 024031, 023982, and 022972 not later than 15 March 2014.
- xlvi. ECPs shall be submitted to the JSFPO for the following Change Requests not later than 31 March 2014: 023901; 023112,A; 021915,A,B; 023540; 013775,H; 023133,A 923490; 023300C; 023874; 023093,B; 023874; 023093,B; 023121,B; 023355,B; 024068; 022481,B; 022737; 019340,C; and 024623.
- xlvi. ECPs shall be submitted to the JSFPO for Change Requests 023901, 023112,A, 021915,A,B, 023540, 013775,H, 023133,A, 023490,-, 023300,B, 023874,B-, 023093,A, 023874,-, 023121,B, 023982,-, 023355,A, 024068, 022481,A, 022737,-, 019340,C, 023040,A not later than 30 April 2014.
- xlvi. A firm proposal shall be submitted to the JSFPO for ECPs 0217C1, 0222C1, 0224, 0235, 0237, 0241C1, 0247C1, and 0249 by 18 Aug 2014
- xlvi. A firm proposal shall be submitted to the JSFPO for ECPs 0230R1, 0238R1, 0253R1, 0262R1, 0263R1, 0291R1, and 0294R1 by 15 January 2014
- li. A firm proposal shall be submitted to the JSFPO for ECPs 0264, 0270, 0282C1, 0293C1, and 0298C4 by 18 March 2015.
- li. A firm proposal shall be submitted to the JSFPO for ECPs 0252 by 26 May 2015
- lii. A firm proposal shall be submitted to the JSFPO for ECP 0242 by 26 May 2015
- liii. A firm proposal shall be submitted to the JSFPO for ECP 0061 by 5 August 2015.
- liv. A firm proposal shall be submitted to the JSFPO for ECP 0415 by 5 August 2015.
- lv. A firm proposal shall be submitted to the JSFPO for ECP 0411C2 by 1 September 2015.
- lvi. A firm proposal shall be submitted to the JSFPO for ECP 0384 by 2 December 2015.
- lvii. A firm proposal shall be submitted to the JSFPO for ECPs 0240, 0292, and 0342 by 11 January 2015.
- lviii. A firm proposal shall be submitted to the JSFP for ECP 0540 by 18 August 2016.

(g) The Contractor shall ensure Engineering Change Proposals are releasable to the applicable Joint Strike Fighter (JSF) Production, Sustainment, and Follow-On Development (PSFD) Memorandum of Understanding (MOU) Participants, to include applicable cost or pricing data.

(h) The Contractor shall demonstrate the completion criteria identified in the Table H-24b. Upon successful completion of the criteria identified in Table H-24b as determined by the Government, the Government may incrementally release the withhold amount up to the value established for that completion criteria event.



**Table H-24b**  
**ECP Completion Criteria**

## **H-25 Propulsion System Integration**

The Parties agree that the following Propulsion System Integration clause shall apply until revised by the Contracting Officer to reflect the same language incorporated into the LRIP 5 definitized contract.

The following clause is included in the Air System Contractor (ASC) and Propulsion System Contractor (PSC) contracts to establish the roles and responsibilities for all parties concerning integration of the propulsion system into the JSF Air System and management of JSF Propulsion System processes as they relate to the JSF Air System. Any Associate Contractor Agreement to which the Contractor is a party shall be consistent with facilitating the Contractor's obligations under this clause.

(a) The ASC shall:

- (1) ensure successful JSF Propulsion System Integration and installation of the propulsion system with the Air System;
- (2) ensure successful integration of the JSF Propulsion System and propulsion sustainment systems into the Autonomic Logistics Information System,
- (3) align logistics support system resources to support JSF Propulsion System requirements,
- (4) ensure necessary JSF Propulsion System Autonomic Logistics Data Flows and Air Vehicle and Autonomic Logistics Information System Functionality,
- (5) works with the PSC to meet the overall performance of the JSF GFE propulsion system and propulsion sustainment systems meet all requirements defined in this contract and to integrate and install JSF Propulsion Systems and propulsion sustainment systems into the production Air System, including support of the logistics support system requirements allocation process,
- (6) prepare and coordinate Major Variance Requests (MVRs) and Engineering Change Proposals (ECPs) with the PSC and JPO,
- (7) review MVRs and ECPs provided by the PSC and identify and notify the PSC and JPO of any impacts to the JSF Air system, and
- (8) update the documents identified in paragraph (c)(4) as appropriate.

(b) The PSC shall (but the ASC is not responsible for):

- (1) coordinate and cooperate with the ASC concerning JSF Propulsion System Integration and installation of the propulsion system with the Air System,
- (2) coordinate and cooperate with ASC concerning successful integration of the JSF Propulsion System and propulsion sustainment systems into the Autonomic Logistics Information System,
- (3) coordinate and cooperate with ASC concerning alignment of logistics support system resources to support JSF Propulsion System requirements,
- (4) coordinate and cooperate with ASC to ensure development of systems that ensure necessary JSF Propulsion System Autonomic Logistics Data Flows, and Air Vehicle and Autonomic Logistics Information System Functionality, including delivery of necessary JSF Propulsion System sustainment and configuration management data in proper formats necessary for ALIS functionality
- (5) coordinate and cooperate with the ASC to ensure the overall performance of the JSF Propulsion System and propulsion sustainment systems meet all requirements defined in this contract and work with the ASC to integrate and install JSF Propulsion System and propulsion sustainment systems into the production Air System, including support of the logistics support system requirements allocation process,



(6) prepare and coordinate Major Variance Requests (MVRs) and Engineering Change Proposals (ECPs) with the ASC and JPO,

(7) review MVRs and ECPs provided by the ASC and identify and notify the ASC and JPO of any impacts to the JSF Propulsion System, and

(8) support ASC efforts to update the documents identified in paragraph(c)(4).

(c) The ASC and PSC shall:

(1) participate on the JSF Propulsion IPT to cooperatively identify, manage, and resolve air system and propulsion system anomalies associated with development, production, installation, operation, and sustainment of the JSF Propulsion Systems in the JSF Air System,

(2) participate in Program reviews, IPT reviews, and working groups between the ASC and PSC. Provide timely notification and recommendation to the JPO to mitigate production and sustainment risks resulting from schedule, technical, logistics or resource complications identified during these meetings,

(3) coordinate between the ASC, PSC, and the JPO to generate annual ASC LRIP Groundrules and Assumptions (GR&As) that specify JSF Propulsion System DD250 and JSF Air System delivery dates, as well as other JSF Propulsion System Integration requirements for development, production, installment, operational , and sustainment activities.

(4) comply with the following documents describing management policies, issue resolution procedures, and integration and contract responsibilities:

(i) Propulsion System Management Plan (PSMP), 2YPA00001-0001 dated 27 Feb 2002,

(ii) Propulsion System Integration Associate Contractor Agreement (ACA) for the F-35 Joint Strike Fighter Low Rate Initial Production, dated 5 Oct 2005, and

(iii) Sustainment Performance Management (SPM) Plan, Attachment (15) dated July 2011.

## **H-26 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (5252.227-9505) (NAVAIR) (AUG 1987)**

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

## **H-27 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)( 5252.227-9507) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

## **H-28 Delivery and Acceptance of JSF F-35 US-16E Escape System Berry Amendment Non-Compliant Fabric Items in the Ejection Seat and Parachute System**

In accordance with paragraph (c)(1) of DFARS 252.225-7012, "Preference for Certain Domestic Commodities (JAN 2007)," the Government has determined that a satisfactory quality and a sufficient quantity of the items

listed below in Table H-28a, JSF F-35 US-16E Escape System Non-Compliant Fabric Items, Ejection Seat, and Table H-28b, JSF F-35 US-16E Escape System Non-Compliant Fabric Items, Parachute System, cannot be acquired as and when needed at U.S. market prices. Therefore, the items listed below in Tables H-28a and H-28b may be delivered by the Contractor and accepted by the Government even though they have not been grown, reprocessed, reused, or produced in the United States.

**Table H-28a: JSF F-35 US-16E Escape System Non-Compliant Fabric Items, Ejection Seat**

#	Supplier's Detail Part Number	Ejection Seat Non-Compliant Part Description
1	P22562	Balallava Melaklow Black
2	P29004	CORD F 132/CA102 UNDYED
3	P29022	MBFD 42 ISS6 WHITE
4	P32250	VYNIDE BLACK NON-PERF
5	P32263	GQMS158 13MM WH POLYESTER
6	P32295	MBFD56 ISS6 A/BLUE
7	P32299	BS2F129/653 O/DRAB
8	P32311	MBFD34 ISS10 WHITE
9	P33458	MILC10799 AL COT
10	P33529	Gloves (wet/cold)
11	P34557	ELASTIC 25MM GQMS 238 BK
12	P34586	BASE 8976 ISS 2 NATO/GR
13	P34791	MBFD66 ISS2 25MM O/DRAB
14	P34989	MBFD78 ISSUE 2 NATO/GR
15	P35734	MILC3953 CL2 OLIVE DRAB
16	P36639	ELASTIC 25MM GQMS328 BK
17	P36649	FABRIC ARAMID MBFD80 ISS 2 BLACK
18	P37136	MBFD 71 ISS3 BLACK
19	P37138	FABRIC IAC/S-1338 ISS5
20	P37864	IGQ MS 0252 ISS 1, G/YELLOW
21	P38073	ETHYLENE LD45FR 12MM
22	P38650	FABRIC TOUGHTTEK TTR6001PB
23	P38672	FABRIC SPACER 6.5MM BLACK
24	P38696	DUAL LOK 1" BLACK 3550/51/52
25	P38726	TAPE SOCKET T109-SKFLTH0120PH60 BLACK580
26	P38727	TAPE STUD T109P-SDFLTH0120PH60 BLACK580
27	P38814	FAST ZIP CNFC56DA HD TO HD 37 BLK
28	P38816	CORD FLAT BRAIDED IGQ MS3029 ISS 1
29	P39191	WEBBING MBFD 81 ISS 2 BLACK
30	P39208	NYLON PU COATED FABRIC M0310969
31	P39209	NYLON SILICONE COATED FABRIC FB00535
32	P29009	MBFD21 ISS9 25MM O/D
33	P29011	MBFD24 ISS7 BLUE
34	P29023	MBFD44 25MM OD NY
35	P29027	MBFD 46 ISS18 O/DRAB
36	P29032	MBFD50 ISS15/1 BLUE
37	P30056	MBFD21 ISS9 25MM RED
38	P32287	MBFD21 ISS9 25MM YELLOW
39	P33920	MILW4088K CL1 TYXIII YW
40	P34186	MBFD21 ISS9 19MM WHITE
41	P34685	MILW4088K CL1 TYVIII BK
42	P36499	MBFD65 ISS 4 BLACK
43	P36644	MBFD 46 ISS18 BLACK
44	P36645	MBFD66 ISS2 25MM BLACK FABRIC
45	P36647	MBFD13 ISS9 BLACK
46	P36648	MBFD28 ISS9/1 BLACK
47	P36650	MBFD78 ISSUE 2 BLACK
48	P37173	MBFD2/ISS12 BLACK
49	P37281	MBFD53 19MM RED POLY TAPE
50	P37593	VELCRO 20MM HOOK BLK F/R

#	Supplier's Detail Part Number	Ejection Seat Non-Compliant Part Description
51	P37594	VELCRO 20MM LOOP BLK F/R
52	P37595	VELCRO 30MM HOOK BLK F/R
53	P37598	VELCRO 50MM LOOP BLK F/R
54	P38695	WEBBING MBFD74 BLACK ISSUE 2
55	P39357	WEBBING PARA ARAMID MBFD 82 ISS 1 BLACK
56	P39363	TEAR WEBBING MBFD77 ISS 3 BLK
57	MBEU215664	LIFE RAFT

**Table H-28b: JSF F-35 US-16E Escape System Non-Compliant Fabric Items, Parachute System**

#	Supplier's Detail Part Number	Parachute System Non-Compliant Part Description
1	IGQMS 0330	Fabric, Nylon
2	GQMS 0344	Cord, polyester
3	IGQMS 0821	Cord, Nylon , Braided (coreless)
4	GQMS 0954	Cord, Para-aramid, Braided (coreless)
5	IGQMS 1529	Webbing, Nylon 25MM
6	IGQMS 1706	Webbing, Para-aramid, 13MM
7	GQMS 1710	Webbing, Para-aramid, 25MM
8	IGQMS 1712	Webbing, Para-aramid, 25MM
9	GQMS 1800	Netting, Polyester
10	IGQMS 1884	Thread, Nylon
11	GQMS 1902	Fabric, Nylon
12	IGQMS 1906	Fabric, Nylon
13	GQMS 2000	Cloth, Nylon, Ripstop
14	IGQMS 0564	Labels
15	GQMS 0572	Tape Pressure Sensitive Adhesive
16	GQMS 0806	Cord, Nylon, Braided, 14MM
17	GQMS 1876	Thread, Linen (Flax)
18	GQMS 1920	Fabric, Nylon
19	IGQMS 1435	Webbing, Nylon, 25MM
20	IGQMS 1517	Webbing, Nylon, Tubular, 14MM
21	IGQMS 1886	Thread, Nylon
22	IGQMS 0571	Tape, Pressure Sensitive With Filament Reinforcing
23	GQMS 0802	Cord, Nylon, Braided, (coreless)
24	IGQMS 1525	Webbing, Nylon, 16MM
25	IGQMS 1534	Webbing, Nylon, 25MM
26	IGQMS 1549	Webbing, Nylon, 32MM
27	IGQMS 1572	Webbing, Nylon, 51MM
28	IGQMS 1580	Webbing, Nylon, 51MM
29	IGQMS 1604	Webbing, Polyester, 6MM Tubular
30	GQMS 2040	Fabric, Para-Aramid
31	IGQMS 1515	Tape, Nylon 12.5 MM
32	IGQMS 1581	Tape, Nylon, 51MM
33	IACS 0101	Para-Aramid Ribbon

#### **H-29 Unallowable Costs Associated with Contractor Compliance Objectives for Non-U.S. Fabric Items in the JSF F-35 US-16E Escape System Ejection Seat and Parachute System**

The parties to this contract expressly agree that the Contractor shall undertake the objectives set forth in the Attachment (19) letter submitted to the JSFPO on 24 February 2010 entitled "Berry Amendment (Fabric) Compliance for JSF F-35 Programme, Supplementary Information - 15<sup>th</sup> January 2010 – Issue 2," prepared by Martin Baker Aircraft Company Ltd (MBA), to make the US-16E Escape System compliant with the Berry Amendment for the LRIP 5 contract and beyond without cost to the Government. The parties expressly agree that the costs, as delineated in this Special Contract Requirement H-29, of performing the compliance program outlined in Attachment (19), commencing with the MBA/Airborne Systems Limited (ASL) agreement in



December 2009 described in Attachment (19), shall be unallowable in accordance with FAR 31.201-6, "Accounting for unallowable costs." The unallowable costs provided for by this Special Contract Requirement H-29 include, and only include, those efforts specifically set forth in Attachment (19), without regard to the identity of the entity performing the efforts, and therefore do not extend to costs of the Contractor and its first tier subcontractor for the oversight, management, or integration of those efforts. The costs of the compliance program set forth in Attachment (19) shall be identified and excluded from any billing, claim, or proposal applicable to a Government contract, and the Contractor shall earn no fee on the unallowable efforts undertaken pursuant to this Special Contract Requirement H-29.

### **H -30 LRIP 4 Sustainment Incentive Fee Related to Performance**

#### **(a) Introduction**

This clause describes the criteria and procedures the JSFPO will use to make an objective assessment of the Contractor's performance. The total available incentive fee related to performance is identified in the table below.

The incentive criteria are independent from one another such that the ability or failure to earn fee for one criterion does not affect the potential to earn fee for another criterion by the Required Achievement Date. To earn the full performance incentive fee associated with each of the incentive criteria described below, the Contractor must achieve the requirements by the Required Achievement Date or within a specified number of days after the Required Achievement Date. Failure to meet the identified requirements on the specified Required Achievement Date will result in the Contractor earning less than (b)(4) fee for the criterion. The Contractor shall not be adversely affected by events due to Government-caused delays, problems with Government-furnished material, or other delays arising from causes beyond the control and without fault or negligence of the Contractor. The Contractor shall identify any of these delays via written notification to the Contracting Officer within 14 business days from when the perceived delay occurred.

For purposes of this clause, business days shall be in accordance with the Federal workday schedule.

#### **(b) Total Available Performance Incentive Fee**

	Description	Total Incentive Fee via P00078 & P00XXX	Earned to Date	Unearned to Date	Total Remaining
CLIN 0019	FY10 Incentive Fee Funding	(b)(4)			
SLIN 001901	USAF Funding				
SLIN 001902	USMC Funding				

SLIN 001903	UK Funding	(b)(4)
SLIN 001904	Navy Funding	
SLIN 001905	NL funding	
SLIN 001906	CSR Funding	

	Description	Total Incentive Fee via P00078 & P00XXX	Earned to Date	Unearned to Date	Total Remaining
CLIN 0020	FY11 Incentive Fee Funding	(b)(4)			
SLIN 002001	USAF Funding				
SLIN 002002	USMC Funding				
SLIN 002003	Navy Funding				

**(c) Performance Incentive Fee Funding Profile**

Performance Incentive Fee Event	Total Available Incentive Fee	Funding SLIN	Available Amount	Country/Service
Kadena Site Survey	(b)(4)	001902	(b)(4)	USMC
MCAS Miramar Site Survey		001902		USMC
MCAS Miramar SSAP		001902		USMC
Eglin Delta SRR Execution Plan		001903		UK
		001905		NL
		002001		USAF
		002002		USMC

		002003	(b)(4)	DON
Eglin SRR	(b)(4)	001901		USAF
		002001		USAF
		001902		USMC
		002002		USMC
		001903		UK
		001904		DON
		002003		DON
		001905		NL
Edwards SRR	(b)(4)	001903		UK
		001904		DON
Nellis SRR	(b)(4)	001901		USAF
Yuma Execution Plan	(b)(4)	001902		USMC
Yuma SRR	(b)(4)	001902		USMC
Airframe Depot Standup (a) (DP&C)	(b)(4)	001901		USAF
		001902		USMC
Airframe Depot Standup (b) (Radome)	(b)(4)	001901		USAF
		001902		USMC
Vehicle Systems Processing Standup	(b)(4)	001901		USAF
		001902		USMC
Tactical Systems Standup	(b)(4)	001901		USAF



		001902	(b)(4)	USMC
Utilities & Subsystems Standup	(b)(4)	001901		USAF
		001902		USMC
Modification Facility Activation (a)	(b)(4)	002001		USAF
		002002		USMC
		002003		DON
Modification Facility Activation (b)	(b)(4)	002001		USAF
		002002		USMC
		002003		DON
Source data for 433 SFR Unique Parts	(b)(4)	002001		USAF
		002002		USMC
		002003		DON
		001906		CSR
Source data for 184 Depot/SFR Common Parts	(b)(4)	002001		USAF
		002002		USMC
		002003		DON
		001906		CSR
MTA for 433 SFR Parts	(b)(4)	002001		USAF
		002002		USMC
		002003		DON
		001906		CSR
MTA for 184 Depot/SFR Common Parts	(b)(4)	002001		USAF

		002002	(b)(4)	USMC
		002003	(b)(4)	DON
		001906	(b)(4)	CSR
			(b)(4)	
JTD for 41 SFR Common Parts	(b)(4)	002001	(b)(4)	USAF
		002002	(b)(4)	USMC
		002003	(b)(4)	DON
		001906	(b)(4)	CSR

**(d) Incentive Fee Related to Performance Elements**

(d)

The performance elements that shall be evaluated, and method of evaluation, are described below.

(d)

**(d) a. Site Activation -**

(d)

Performance Incentive Evaluation Criteria	Required Evidence (RE)	Required Achievement Dates (RAD)	Performance Incentive Fee
<b>1. Site Survey Completion:</b> Complete all Site Surveys (SS) as identified in the Contractor Statement of Work, Section F of the Contract, and Site Activation Plan Reference Number 2PKP00028 a. Marine Wing Liaison Kadena	<ul style="list-style-type: none"> <li>Site Surveys completed on time IAW Section F Delivery Dates</li> <li>Completion includes site survey approval at GS or Field Services TCM and posted to JDL</li> <li>Government Approval of CDRL C008, Site Survey Report</li> </ul>	IAW Section F of the Contract	Available Performance Incentive Fee a. <b>Marine Wing Liaison Kadena</b> Fee – Site Surveys will be completed (as defined by the RE), within 10 business days after the RAD Fee scale – Fee reduction for each day the individual Site Survey is not completed IAW the RE, starting on the 11 <sup>th</sup> business day after the RAD Fee – If Site Survey is not completed IAW the RE by 110 business days after the RAD Incentive fee shall be earned by site; however, incentive fee payout for all sites shall be paid out after the last site survey is completed.
<b>2. Site Specific Activation Plan (SSAP) Completion:</b> Complete all Site Specific Activation Plans (SSAP) as identified in the Contractor Statement of Work and Section F of the Contract,	<ul style="list-style-type: none"> <li>Site Specific Activation Plans completed on time IAW Section F Delivery Dates</li> </ul>	IAW Section F of the Contract	Available Performance Incentive Fee a. <b>Marine Wing Liaison Kadena</b>

<p>and Site Activation Plan Reference Number 2PKP00028</p> <p>a. Marine Wing Liaison Kedena</p>	<ul style="list-style-type: none"> <li>Completion includes SSAP approval at GS or Field Services TCM and posted to JDL</li> <li>Government Approval of CDRL C009, Site Specific Activation Plan</li> </ul>	<p>(b)(4) Fee – SSAPs will completed (as defined by the RE), within 10 business days after the RAD (b)(4)</p> <p>Fee scale – (b)(4) fee reduction for each day the individual SSAP is not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p> <p>(b)(4) Fee – If SSAP is not completed IAW the RE by 110 business days after the RAD</p> <p>Incentive fee shall be earned by site; however, incentive fee payout for all sites shall be paid out after the last SSAP is completed.</p>
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**GR&A (Including Caveats, Dependencies)**

(A) Site Survey – N/A

(B) Site Specific Activation Plans – N/A

**b. Sustainment Readiness Review (SRR) –**

Performance Incentive Evaluation Criteria (EC)	Required Evidence (RE)	Required Achievement Date (RAD)	Performance Incentive Fee
<p><b>1a. Eglin Delta SRR:</b> Successful Delta Eglin Sustainment Readiness Review - SRR Execution Plan</p>	<p>Final Delta Eglin SRR Execution Plan delivered and approved by the JSFPO (at the ALGS TCM) – the plan must detail Success Criteria (SC) that are specific, measureable, attainable, and traceable along with completion date, in excel format.</p>	<p>29 Feb 2012</p>	<p>Available Performance Incentive Fee \$(b)(4)</p> <p>(b)(4) Fee – Final Delta Eglin SRR Execution Plan will completed (as defined by the RE), no later than the RAD (b)(4)</p> <p>Fee scale – (b)(4) fee reduction for the first business day after the RAD the Final Delta Eglin SRR Execution Plan is not completed IAW the RE, and (b)(4) fee reduction for each calendar day that the Final SRR Execution Plan is not complete after the RAD</p> <p>(b)(4) Fee – If the Final Delta Eglin SRR Execution Plan is not completed IAW the RE by 47 calendar days after the RAD</p>



<b>1b. Eglin Delta SRR:</b> Successful Delta Eglin Sustainment Readiness Review	Joint Success Criteria complete before capability need date/activity, including approved workarounds in accordance with the Final Delta Eglin SRR Execution Plan, and all Critical Requests for Action (CRFA) are closed and completed or approved workarounds are in place until CRFA closure.	30 September 2012	Available Performance Incentive Fee (b)(4) (b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete before Required Achievement Date (RAD), and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place by the RAD. (b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 15 calendar days after RAD. (b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 30 calendar days after RAD. (b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 45 calendar days after RAD. (b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 60 calendar days after RAD. (b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 75 calendar days after RAD.
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			<p>(b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 90 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 105 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 120 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 135 calendar days after RAD.</p> <p>(b)(4) Fee is Any Joint Success Criteria approved under the Final Delta Eglin SRR Execution Plan submitted in (1a) scored Red and/or CRFA still open without an agreed closure plan and/or an approved work around procedure within 136 calendar days after RAD.</p>
<b>2a Edwards OPS SRR: Successful Edwards Sustainment Readiness Review</b>	Joint Success Criteria complete before capability need date/activity, including approved workarounds in accordance with the SRR Execution Plan, and all Critical Requests for Action (CRFA) are closed and completed or approved workarounds are in place until CRFA closure.	28 July 2012	<p>Available Performance Incentive Fee</p> <p>(b)(4)</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place by the RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved</p>

			<p>workarounds are in place within 15 calendar days after RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 30 calendar days after RAD.</p> <p>(b)(4) Fee is all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 45 calendar days after RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 60 calendar days after RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 75 calendar days after RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 90 calendar days after RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 105 calendar days after RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 120 calendar days after RAD.</p> <p>(b)(4) Fee all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 135 calendar days after RAD.</p> <p>(b)(4) Fee is Any Joint Success Criteria approved under the SRR Execution Plan scored Red and/or CRFA still open without an agreed closure plan and/or an approved work around procedure within 136 calendar days after RAD.</p>
<b>3a. Nellis SRR:</b> Successful Nellis AFB SRR	Joint Success Criteria complete before capability need date/activity, including approved workarounds in accordance with the SRR Execution Plan, and all Critical Requests for Action (CRFA) are closed and completed	31 Aug 2012	<p>Available Performance Incentive Fee</p> <p>(b)(4)</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete before Required Achievement Date (RAD), and all Critical Requests For Action</p>



	<p>or approved workarounds are in place until CRFA closure.</p>	<p>(CRFA) are closed or approved workarounds are in place by the RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 15 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 30 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 45 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 60 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 75 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 90 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds</p>
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			<p>are in place within 105 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 120 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 135 calendar days after RAD.</p> <p>(b)(4) Fee is Any Joint Success Criteria approved under the SRR Execution Plan submitted in (3a) scored Red and/or CRFA still open without an agreed closure plan and/or an approved work around procedure 136 calendar days after RAD.</p>
<p><b>4a. Yuma SRR:</b> Successful Yuma MCAS SRR – SRR Execution Plan</p>	<p>Yuma SRR Execution Plan delivered and approved by the JSFPO – the plan must detail Success Criteria (SC) that are specific, measureable, attainable, and traceable along with completion date, in excel format.</p>	<p>31 Jan 2012</p>	<p>Available Performance Incentive Fee</p> <p>(b)(4)</p> <p>(b)(4) Fee – Yuma SRR Execution Plan will be completed (as defined by the RE), no later than the RAD</p> <p>Fee scale (b)(4) fee reduction for the first business day after the RAD the Yuma SRR Execution Plan is not completed IAW the RE, and (b)(4) fee reduction for each calendar day that the SRR Execution Plan is not completed after the RAD..</p> <p>(b)(4) Fee – If Yuma SRR Execution Plan is not completed IAW the RE by 47 calendar days after the RAD</p>
<p><b>4b. Yuma SRR:</b> Successful Yuma MCAS SRR</p>	<p>Joint Success Criteria complete before capability need date/activity, including approved workarounds in accordance with the SRR Execution Plan and all Critical Requests for Action</p>	<p>30 Sept 2012</p>	<p>Available Performance Incentive Fee</p> <p>(b)(4)</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete before</p>

	<p>(CRFA) are closed and completed or approved workarounds are in place until CRFA closure.</p>	<p>Required Achievement Date (RAD), and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place by the RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 15 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 30 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 45 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 60 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 75 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 90 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA)</p>
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		<p>are closed or approved workarounds are in place within 105 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 120 calendar days after RAD.</p> <p>(b)(4) Fee is All Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) complete and all Critical Requests For Action (CRFA) are closed or approved workarounds are in place within 135 calendar days after RAD.</p> <p>(b)(4) Fee is Any Joint Success Criteria approved under the SRR Execution Plan submitted in (4a) scored Red and/or CRFA still open without an agreed closure plan and/or an approved work around procedure within 136 calendar days after RAD.</p>
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GR&A (Including Caveats, Dependencies):

- a. SRR success criteria will be established for each site, approved at GS TCM.
- b. Any changes to the success criteria for a particular site SRR will be jointly agreed upon, approved at GS TCM and may require changes to the Events or Criteria used in this Performance Fee area.
- c. Workarounds for Critical Requests for Action (CRFAs) shall be approved by the CRFA Initiator and the Chairperson of the SRR.
- d. Required Achievement Date (RAD) for SRR events (1.b., 3.a., & 4.b.) is based upon First Aircraft Arrival date; the SRR to be held in advance per CSOW paragraphs 3.4.1.1.4, and 3.4.1.3.5. If the CSOW does not specify the SRR timeframe it is defined to be 45-60 calendar days for Delta SRR and 90-120 calendar days for Initial SRR prior to First Aircraft Arrival date.
- e. The Edwards OPS SRR event (2.a) is to be held 30 days prior to the Required Achievement Date (RAD) per CSOW paragraph 3.4.1.2.2.4.

**c. Depot Standup (Air Frame, Vehicle Systems, Tactical Systems, Utilities & Subsystems) and Modification Facility Activation**

Performance Incentive Evaluation Criteria	Required Evidence	Required Achievement date	Performance Incentive Fee
<b>Depot Standup:</b> Activation of the following airframe system depots:			
<b>1a.a Air Frame</b> <ul style="list-style-type: none"> <li>Doors, Panels, Covers</li> </ul>	<ul style="list-style-type: none"> <li>In accordance with the Depot Maintenance Plan</li> </ul>	<ul style="list-style-type: none"> <li>Doors, Panels, Covers 30 May 2013</li> </ul>	Available Performance Incentive Fee (b)(4)

	<p>(Document #2PPP00037, Rev. A) paragraphs 5.1.2 and 5.1.2.8)</p> <ul style="list-style-type: none"> <li>• <b>Site Standup initial capability met as defined in the Depot Maintenance Activation Plan (DMAP)</b></li> </ul>	<p>(b)(4) Fee – Activation of the airframe system depots (as defined by the RE), within 10 business days after the RAD</p> <p>Fee scale – (b)(4) fee reduction for each business day the activation of the airframe system depots is not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p> <p>(b)(4) Fee – If airframe system depots is not completed IAW the RE by 110 Business days after the RAD</p>
<p><b>1a.b. Air Frame</b></p> <ul style="list-style-type: none"> <li>• <b>Radome</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>In accordance with the Depot Maintenance Plan (Document #2PPP00037, Rev. A) paragraphs 5.1.2 and 5.1.2.8)</b> <b>Site Standup initial capability met as defined in the Depot Maintenance Activation Plan (DMAP)</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Radome 30 June 2014</b></li> </ul> <p><b>Available Performance Incentive Fee :</b> (b)(4)</p> <p>(b)(4) Fee – Activation of the airframe system depots (as defined by the RE), within 10 business days after the RAD</p> <p>Fee scale – (b)(4) fee reduction for each business day the activation of the airframe system depots is not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p> <p>(b)(4) Fee – If airframe system depots is not completed IAW the RE by 110 Business days after the RAD</p>
<p><b>1b. Vehicle Systems Processing</b></p> <ul style="list-style-type: none"> <li>• RIO</li> <li>• VMC</li> </ul>	<ul style="list-style-type: none"> <li>• <b>In accordance with the Depot Maintenance Plan (Document #2PPP00037, Rev. A) paragraphs 5.1.2 and 5.1.2.8)</b></li> <li>• <b>Site Standup initial capability met as defined in the Depot Maintenance Activation Plan (DMAP)</b></li> </ul>	<ul style="list-style-type: none"> <li>• RIO 31 December 2013</li> <li>• VMC 31 December 2013</li> </ul> <p><b>Available Performance Incentive Fee:</b> (b)(4)</p> <p>(b)(4) Fee – Activation of the RIO and VMC system depots (as defined by the RE), within 10 business days after the RAD</p> <p>Fee scale – (b)(4) fee reduction for each business day the activation of the RIO and VMC system depots is not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p> <p>(b)(4) Fee – If RIO and VMC system depots is not completed IAW the RE by 110 business days after the RAD</p>



<p><b>1c. -Tactical Systems</b></p> <ul style="list-style-type: none"> <li>GPS</li> </ul>	<ul style="list-style-type: none"> <li>In accordance with the Depot Maintenance Plan (Document #2PPP00037, Rev. A) paragraphs 5.1.2 and 5.1.2.8)</li> <li><b>Site Standup initial capability met as defined in the Depot Maintenance Activation Plan (DMAP)</b></li> </ul>	<ul style="list-style-type: none"> <li>GPS 30 September 2014</li> </ul> <p>Available Performance Incentive Fee: (b)(4)</p> <p>(b)(4) Fee – Activation of the GPS depot (as defined by the RE), within 10 business days after the RAD</p> <p>Fee scale (b)(4) fee reduction for each business day the activation of the GPS depot is not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p> <p>(b)(4) Fee – If GPS depot is not completed IAW the RE by 110 business days after the RAD</p>
<p><b>1d. Utilities &amp; Subsystems</b></p> <ul style="list-style-type: none"> <li>Landing Gear System</li> </ul>	<ul style="list-style-type: none"> <li>In accordance with the Depot Maintenance Plan (Document #2PPP00037, Rev. A) paragraphs 5.1.2 and 5.1.2.8)</li> <li><b>Site Standup initial capability met as defined in the Depot Maintenance Activation Plan (DMAP)</b></li> </ul>	<ul style="list-style-type: none"> <li>Landing Gear 31 May 2014</li> </ul> <p>Available Performance Incentive Fee: (b)(4)</p> <p>(b)(4) Fee – Activation of the Landing Gear System Depot (as defined by the RE), within 10 business days after the RAD</p> <p>Fee scale (b)(4) fee reduction for each business day the activation of the Landing Gear System Depot is not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p> <p>(b)(4) Fee – If Landing Gear System depot is not completed IAW the RE by 110 business days after the RAD</p>
<p><b>2. Modification Facility Activation</b></p>	<ul style="list-style-type: none"> <li>Successful Site Readiness Review which documents OO-ALC (Ogden) capability to launch, recover, service, troubleshoot, perform maintenance operational checks, and requisition replacement of consumables and Line Replaceable Components.</li> </ul>	<ul style="list-style-type: none"> <li>15 August 2013</li> </ul> <p>Available Performance Incentive Fee: (b)(4)</p> <p>(b)(4) Fee – Successful Site Readiness Review OO-ALC Ogden (as defined by the RE), within 10 business days after the RAD</p> <p>Fee scale (b)(4) fee reduction for each business day the Successful Site Readiness Review OO-ALC Ogden is not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p>



			(b)(4) Fee – If Successful Site Readiness Review OO-ALC Ogden is not completed IAW the RE by 110 business days after the RAD
<b>2b. Modification Facility Activation</b>	<ul style="list-style-type: none"> <li>Complete OO-ALC (Ogden) Site Survey, Gap Analysis, Depot Maintenance Activation Plan; Deliver Support Equipment to OO-ALC (Ogden) Direct Sales Implementation Agreement</li> </ul>	<ul style="list-style-type: none"> <li>31 Dec 2012</li> </ul>	<p>Available Performance Incentive Fee: (b)(4)</p> <p>(b)(4) Fee – Successful Site Activation Planning Activities, (as defined by the RE), within 10 business days after the RAD</p> <p>Fee scale (b)(4) fee reduction for each business day the Successful Site Activation Planning Activities are not completed IAW the RE, starting on the 11<sup>th</sup> business day after the RAD</p> <p>(b)(4) Fee – If Successful Site Activation Activities are not completed IAW the RE by 110 business days after the RAD</p>

Depot GR&A (Including Caveats, Dependencies):

- Government non-milcon facilities modifications/upgrades funded and completed to support each depot activation schedule
- No military construction required for depot activations
- Contractor (ASC and suppliers) personnel provided access to government facilities and personnel
- Government personnel will comply with depot activation roles and responsibilities as defined in Appendix D of the Depot Maintenance Development Plan (Document #2PPP00037, Rev. A) and in accordance with each depot activation schedule

**d. Depot and Structural Field Repair**

Performance Incentive Evaluation Criteria	Required Evidence	Required Achievement date	Performance Incentive Fee
<b>1. Develop Source Data for 433 SFR Unique Parts</b>	Completion of Source Data for 433 +/-15 SFR Unique Parts, released and vaulted in Product Data Manager (PDM)	31 July 2012	Available Performance Incentive Fee (b)(4)

			<p>(b)(4) Fee – All Source Data for the SFR Unique Parts (433 +/- 15 parts) delivered by 31 July 2012.</p> <p>For each business day past 31 July 2012 that <b>all</b> data are not delivered, fee shall be decremented an additional (b)(4) from the total fee</p>
<b>2. Develop Source Data for 184 Depot/SFR Common Parts</b>	Completion of Source Data for 184 +/-5 Depot/SFR Common Parts, released and vaulted in PDM	31 July 2012	<p>Available Performance Incentive Fee (b)(4)</p> <p>(b)(4) Fee – All Source Data for the Depot/SFR Common Parts (184 +/- 5 parts) delivered by 31 July 2012.</p> <p>For each business day past 31 July 2012 that <b>all</b> data are not delivered, fee shall be decremented an additional (b)(4) from the total fee.</p>
<b>3. Maintenance Task Analysis: Develop MTA for 433 SFR</b>	Completion of 433 +/-15 SFR MTAs and available for use by consumers per MTA Guide as evidenced using the MTA Status Utility tool. (Reference GR&A a.)	31 December 2012	<p>Available Performance Incentive Fee (b)(4)</p> <p>(b)(4) Fee – All MTA Data for the SFR Parts (433 +/- 15 parts) delivered by 31 December 2012.</p> <p>For each business day past 31 December 2012 that <b>all</b> data are not delivered, fee shall be decremented an additional (b)(4) from the total fee.</p>
<b>4. Maintenance Task Analysis: Develop MTA for 184 Depot/SFR Common Parts</b>	Completion of 184 +/-5 Depot/SFR Common Parts MTAs and available for use by consumers per MTA Guide as evidenced using the MTA Status Utility tool. (Reference GR&A a.)	31 December 2012	<p>Available Performance Incentive Fee (b)(4)</p> <p>(b)(4) Fee – All MTA Data for the SFR Parts (184 +/- 5 parts) delivered by 31 December 2012.</p> <p>For each business day past 31 December 2012 that <b>all</b> data are not delivered, fee shall be decremented an additional (b)(4) from the total fee.</p>



<b>5. JTD Development:</b> Development of JTD for 41 SFR common parts	Completion of authoring of JTD modules for 41 +/-2 SFR Common Parts and delivery into ALIS awaiting verification	30 June 2012	Available Performance Incentive Fee (b)(4)  JTD delivered (41 +/- 2 parts) delivered by 30 June 2012.  For each business day past 31 June 2012 that <b>all</b> data are not delivered, fee shall be decremented an additional (b)(4) from the total fee.
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**GR&A (Including Caveats, Dependencies):**

- a. completed MTA is defined as one that has been processed through the MTA working group and, as defined in Annex 5 of the System Supportability Analysis Plan, all producers (subtask 002) and consumers (subtask 003) of the data for a specific variant MTA have signed and dated the variant sign-off template for that variant. This signifies the data for that MTA variant is approved by the producers of the data and is ready for review and subsequent consumption by consumers (users) of the MTA data.
- b. Source Data for the 433 SFR Unique Parts and 184 Depot/SFR Common Parts consists of Structural Repair Analysis (SRA), Damage Evaluation Tables (DET), and Zone Drawings which all get vaulted in PDM.

**(e) Incentive Fee Payment and Administration**

The Contractor shall provide evidence in writing, as required above, utilizing contractor-maintained performance data collection and reporting tools to the Procuring Contracting Officer (PCO), certifying achievement of the Incentive Fee Criteria no later than 10 business days after event completion. Within 60 business days after receiving the Contractor's evidence, the PCO will make a unilateral verification and incentive fee determination in writing, stating whether the event has been successfully achieved, and will award a modification to the subject contract, placing the earned incentive fee on contract under CLINs 0019 or 0020, as appropriate. Upon receipt of the modification, the Contractor may submit an invoice for payment of the incentive fee.

If the PCO determines that the performance event was not successfully achieved, the Contractor may request that the PCO reconsider whether the Contractor's performance has been correctly assessed by submitting a written request for reconsideration to the PCO within 14 business days of receipt of the PCO's incentive fee determination. If a request for reconsideration is submitted, the PCO will review the Contractor's submission, and respond in writing within 14 business days, at which time the decision of the PCO is final.

No unearned incentive fee shall "roll over" to any other criterion.

**H-34 AUTHORIZATION TO MODIFY LIST OF SPARES DELIVERABLE UNDER CONTRACT LINE ITEM NUMBERS (CLINs) 0007, 1003, 2003, 3003 WITHIN CLIN NEGOTIATED COST**

**SPARES**

Subject to the following, Lockheed Martin may add or delete spares required to be delivered under CLINs 0007, 1003, 2003, 3003, as listed in Attachment (21), as necessary to meet the requirements referenced in Section C. Lockheed Martin shall submit proposed changes to the spares list for Government approval in accordance with CDRL C008. In no event will the proposed changes result in an increase to the estimated cost or fixed fee for CLINs 0007, 1003, 2003, and 3003.



Six (6) months prior to the delivery date for CLINs 0007, 1003, 2003, and 3003 as specified in Section F, LM shall provide a cost plus fixed fee “credit/debit” proposal for all affected CLINs for those items that have been changed on the list, pursuant to FAR 15.403-4(a)(1)(iii). LM shall not include impact of “below threshold” Concurrency Changes (as defined in H-36, Concurrency Management) in its proposal. In no event will the proposed or negotiated value of the subject CLIN changes exceed the estimated cost/fixed fee established for the affected CLINs. The parties will negotiate adjustments to the cost and fee for the Attachment (21) list upon receipt of Lockheed Martin’s “credit/debit” proposal. If the Parties do not reach agreement on a definitive cost and fee adjustment within 90 days of proposal submission, the Contracting Officer may determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Cost clause. Any additional changes to the Spares list post submission of the credit/debit proposal shall be handled via equitable adjustment.

**H-36 CONCURRENCY MANAGEMENT (APPLICABLE TO SUSTAINMENT CLINS 000501, 000502, 000503, 000505, 000508, AND 0007)**

(a) The Contractor is to deliver LRIP 4 Air System production and sustainment elements as defined in Section C of this contract. A tenet of the F-35 program acquisition strategy is for all LRIP Air Systems to ultimately meet the JSF Air System Contract Specification (JCS) in the JSF System Development and Demonstration (SDD) Contract N00019-02-C-3002. The parties understand that the JSF production and sustainment efforts in LRIP 4 are occurring at the same time as, or concurrently with, the SDD program. Due to this concurrency, the LRIP 4 configuration may evolve or change as the design matures and systems are tested and qualified against the JCS during SDD testing. The purpose of this clause is to define the Contractor’s responsibility to incorporate Concurrency Changes into the sustainment elements of the LRIP 4 Air Systems. The production elements of the LRIP 4 Air Systems are addressed in H-24. For administrative purposes, Concurrency Changes affecting the production and sustainment elements of the LRIP 4 Air System may be combined into a singular Concurrency Change Plan; however, it is recognized that a Concurrency Change affecting the production elements may or may not drive a Concurrency Change affecting the sustainment elements or vice versa. Within each Concurrency Change Plan, the cost elements (i.e., cost per CLIN) are to be segregated.

**(b) Definitions:**

(1) Variance – For purposes of this clause, “Variance” means a Concurrency Change that the Contractor has not incorporated into an LRIP 4 Support Equipment or Spare item delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 at the time of provisional acceptance (DD250).

(2) Record Variance – For purposes of this clause, “Record Variance” means the documentation indicating the Government’s decision to forego the Contractor’s incorporation of a Concurrency Change into an LRIP 4 Support Equipment or Spare item delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 and to use an LRIP 4 Support Equipment and Spare item in an “as is” condition.

(3) Concurrency Change – For purposes of this clause, “Concurrency Change” means a change to the configuration baseline of LRIP 4 Air System hardware (including sustainment hardware) resulting from the SDD design maturation process or the SDD systems testing and qualification process that is necessary to provide the capabilities described in the Configuration and Capabilities Description Document, Attachment (2) of Section J, or achieve the requirements stated in the JSF Air System Contract Specification (JCS), Attachment (2) of JSF SDD Contract N00019-02-C-3002. Concurrency Changes do not include the correction of deficiencies in material or workmanship. Concurrency Changes also do not include the impact of Propulsion System-driven changes.

(4) Concurrency Change Plan – For purposes of this clause, “Concurrency Change Plan” means the Contractor’s proposed plan documenting the actions required to incorporate a Concurrency Change into the LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 and an approach for implementing the Concurrency Change. The Concurrency Change Plan shall include a Rough Order of Magnitude for the recurring cost estimate, exclusive of fee and proposal preparation costs, to incorporate each Concurrency Change into the LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007. Non-recurring costs are borne under the SDD contract pursuant to the terms of that contract.

(5) Configuration Baseline – For purposes of this clause, the “Configuration Baseline” for LRIP 4 Support Equipment listed in Attachment (22), Support Equipment List, Rev. M dated 23 August 2011, and LRIP 4 Spares listed in Attachment (21), Spares List, Rev. 9a dated 24 May 2011, means the latest configuration in effect at definitization of CLINs 000501, 000502, 000503, 000505, 000508, and 0007 (see Block 16C of the SF30 of this modification).

(6) Pre-Acceptance Concurrency Action – For purposes of this clause, “Pre-Acceptance Concurrency Action” means a Concurrency Change that the Contractor incorporates in an LRIP 4 Support Equipment and Spare item delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 prior to provisional acceptance of the LRIP 4 Support Equipment and Spare item (via DD250).

(7) Post-Acceptance Concurrency Action – For purposes of this clause, “Post-Acceptance Concurrency Action” means a Concurrency Change that the Contractor incorporates in an LRIP 4 Support Equipment and Spare item delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 after provisional acceptance of the LRIP 4 Support Equipment and Spare item (via DD250) via a Contractor-supplied post-acceptance installation kit.

(8) Concurrency Threshold – For purposes of this clause, “Concurrency Threshold” means the recurring cost, exclusive of fee and proposal preparation costs, to incorporate a Concurrency Change into an LRIP 4 Support Equipment and Spare item delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007. The Concurrency Threshold is (b)(4) (debit or credit) per Concurrency Change for each LRIP 4 Support Equipment and Spare item delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007. The target cost of CLINs 000501, 000502, 000503, 000505, and 000508, and the estimated cost of CLIN 0007 include all Concurrency Changes up to the Concurrency Threshold. There is no limit on the number of Concurrency Changes up to the Concurrency Threshold.

(9) Point of Discovery – For purposes of this clause, “Point of Discovery” means the date on which a meeting is convened by the Contractor’s Chief Engineer to discuss the resolution of a reported deficiency in the Configuration Baseline, which, if left unresolved, may result in the Contractor’s failure to provide the capabilities described in the Configuration and Capabilities Description Document, Attachment (2) of Section J, or achieve the requirements stated in the JSF Air System Contract Specification (JCS), Attachment (2) of JSF SDD Contract N00019-02-C-3002. The Contractor’s Chief Engineer shall convene a meeting of cognizant Contractor and Government personnel as soon as practical, but not later than 60 days after the deficiency is reported. Deficiencies may be reported by either Government or Contractor personnel.

(10) Point of Discovery Cut-Off Date – For purposes of this clause, “Point of Discovery Cut-Off Date” means the date appearing in Block 21A of the DD250 for the last LRIP 4 Air System delivered under CLIN 1001, 2001, or 3001. The Contractor is not obligated to incorporate Concurrency Changes discovered after the Point of Discovery Cut-Off Date.

## (c) Processing of Concurrency Changes

(1) Concurrency Changes: For any Concurrency Change that is discovered up to and including the Point of Discovery Cut-Off Date, the Contractor shall submit a Concurrency Change Plan within 45 calendar days of the Point of Discovery. Upon receipt of this Concurrency Change Plan, the Government shall decide, within 30 calendar days, appropriate action as follows:

(i) If the ROM estimate for recurring costs for a Concurrency Change is less than or equal to the Concurrency Threshold, the Government may:

- a. Authorize a Pre-Acceptance Concurrency Action to incorporate the Concurrency Change for LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 at no increase in target cost/target fee and/or estimated cost/fixed fee.
- b. Authorize a Post-Acceptance Concurrency Action to incorporate the Concurrency Change for LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 at no change in target cost/target fee and/or estimated cost/fixed fee. A withhold of fee against the DD250 will be taken pending closure of the Variance.
- c. Issue a Record Variance for the LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007.

If no decision is provided within 30 calendar days, the Contractor shall incorporate the Concurrency Change in the LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 per paragraph I(1)(i)(a) or (c)(1)(i)(b) above.

(ii) If the ROM estimate for recurring costs for a Concurrency Change exceeds the Concurrency Threshold, the Government may:

- a. Pursue an Engineering Change Proposal to incorporate the Concurrency Change into LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007. If the negotiated target cost or estimated cost (as applicable) for the Concurrency Change described in the ECP associated with the LRIP 4 Support Equipment and/or Spares items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007, exclusive of fee and proposal preparation, is less than or equal to the Concurrency Threshold, the Government's rights shall be those described in paragraph I(1)(i) above. Proposal preparation costs incurred for ECPs with a negotiated target cost or estimated cost (as applicable) less than or equal to the Concurrency Threshold shall be chargeable to the applicable LRIP 4 CLIN but shall result in no change to the target cost/target fee or estimated cost/fixed fee (as applicable).
- b. Issue a Record Variance.

(d) This clause does not obligate the Government to accept LRIP 4 Support Equipment and Spare items delivered under CLINs 000501, 000502, 000503, 000505, 000508, and 0007 with deficiencies. The Government reserves its right to reject non-conforming LRIP 4 Air System deliverables and retains all other remedies afforded it under FAR 52.246-3, Inspection of Supplies—Cost-Reimbursement (MAY 2001).



**H-37                RESERVED**

**H-38                RESERVED**

### **H-39 CONTRACT DEFINITIZATION OF CHANGES TO SUPPORT EQUIPMENT LIST**

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer to modify the target cost and fee of contract line items impacted by the changes to the Support Equipment List (Attachment (22)). LM shall provide a cost plus fixed fee credit proposal to reduce the price of all affected CLINs (CLINs 00501, 00502, and 0016) to reflect the reduction of 6 RVRs that have been removed from the Support Equipment List, pursuant to FAR 15.403-4(a)(1)(iii).

(b) The schedule for definitizing this contract action is as follows:

<b>Subject</b>	<b>Submission of Proposal</b>	<b>Beginning of Negotiations</b>	<b>Definitization</b>
<b>Support Equipment Changes</b>	30 January 2012	15 February 2012	29 February 2012

(c) If the Parties do not reach agreement on a definitive cost and fee adjustment within 90 days of proposal submission, the Contracting Officer may determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Cost clause.

(d) In no event will the proposed changes result in an increase to the estimated cost or target fee for CLINs impacted by the change to the Support Equipment List (CLINs 00501, 00502, and 0016)

### **H-40 AUTHORIZATION TO DELIVER AIRCRAFT WITH REPACKAGED PARACHUTES**

Notwithstanding the provisions of FAR 52.211-5, Material Requirements (AUG 2000), the Contractor may install repackaged parachutes and parachute container aerosurface & harness assemblies that are pulled from F-35 SDD aircraft or provisionally accepted (DD 250'ed) F-35 LRIP aircraft and install the parachutes and parachute container aerosurface & harness assemblies into F-35 aircraft that are to be delivered or otherwise furnished under this contract; *provided, however*, that

- (1) the Contractor has performed all necessary maintenance procedures on the pulled parachute and parachute container aerosurface & harness assembly;
- (2) the Contractor shall supply the parachutes and parachute container aerosurface & harness assemblies per the quantities and requirements in the original contract; and
- (3) parachutes and parachute container aerosurface & harness assemblies that have been removed from any aircraft shall be replaced with parachutes and parachute container aerosurface & harness assemblies that comply with all requirements of the contract under which that aircraft was delivered, furnished, or provisionally accepted.

**In consideration of the foregoing, the Contractor agrees to install the contractually required, re-packaged or new, parachutes and parachute container aerosurface & harness assemblies on all LRIP 4 aircraft that have been delivered, furnished, or accepted as of 13 February 2012.**

### **H-41 EXERCISE OF OPTIONS**

The Government may unilaterally exercise, if at all, option(s) for delivery set forth in the DMS Exercise Option Chart below, which defines the CLIN, Exhibit, quantity of parts, dollar value and option expiration date. Delivery of

Options, if exercised, shall be made in accordance with the delivery schedule set forth in on the defined exhibit of this contract. The option may be exercised, if at all, by a unilateral modification signed by the Contracting Officer on or before the date defined within the DMS Exercise Option Chart.

DMS Exercise Option Chart					
Option #	US Service/Partner/FMS	Exhibit	Quantity of parts	Dollar Value	Expiration Date
4501	CAN – DMS Option – Exhibit H0001	H0001	48	(b)(4)	12/31/2012

#### **H-42 5252.231-9500 PRECONTRACT COSTS (NAVAIR) (OCT 2005)**

The allowable cost of said Preliminary Engineering Change Proposal (ECP) #, in “Pre-Contract Cost Table” below, is authorized under this modification, shall include all costs which have been incurred by the contractor on and after the date specified in the Pre-Contract Cost table provided in anticipation of the authorization of Preliminary ECP # and pursuant to negotiation, but prior to the effective date of this contract modification. Such costs shall be allowable only if they could have been considered as items of allowable cost if incurred after the effective date of the contract. Such anticipatory costs shall not exceed the amount present in the “Pre-Contract Cost Table.”

Pre-Contract Cost Table			
Preliminary ECP	On or after Date	Not to Exceed (NTE)	Contract P000#
0105	1 Apr 2012	(b)(4)	P00061
0126	1 May 2012		TBD
0147	1 Feb 2012		P00087

**H-43 5252.217-9500 ORDERING - PROVISIONED ITEMS (FIXED-PRICE) (NAVAIR) (OCT 2005)**

(a) Contract Modification - Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The contractor shall furnish supplies or other requirements under the Item(s) set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the contractor under any Item set forth herein until a contract modification is issued by the Government.

(b) Contractor Qualifying Proposal - Requirements Being Ordered. When required by the PCO the contractor shall submit a qualifying proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403 and DFARS 215.403 unless such requirement has been waived for orders under the contract pursuant to FAR 15.403. Certification of the cost or pricing data shall be made upon agreement on price.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for supplies or other requirements may be issued during the period covered by this contract at any time prior to the delivery date of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured. Contract modifications issued in accordance with this clause shall provide that deliveries or performance shall be completed not later than fourteen (14) months after the delivery of the last article under the applicable Item called for in Section B hereof, for which the supplies or other requirements are being procured.

(d) Ordering. For the purposes of this contract, the PCO is the ordering activity. The PCO will issue contract modifications for supplies or other requirements to be furnished by the contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (q) below. Each contract modification issued in accordance with paragraph (e) or (f) below shall -

- (1) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
- (2) be numbered as a modification to this contract in accordance with DFARS 204.7106;
- (3) state that the contract modification is issued in accordance with this clause;
- (4) identify the Item number set forth in Section B of the Schedule under which the supplies or other requirements are being procured (new contract line item number(s) shall not be assigned in any contract modification issued by the ACO.

- (5) set forth in full detail the supplies or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (m) below));

- (6) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;

- (7) set forth packing and marking requirements for supplies being procured (see FAR 47.305-10 and DFARS 247.305-10);

- (8) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (see FAR 47.305-10 and DFARS 247.305-10);

- (9) set forth the negotiated delivery or performance dates;

- (10) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;

- (11) obligate funds to cover priced orders issued under paragraph (e) below or ceiling priced orders issued under paragraph (f) below;

- (12) set forth the applicable accounting and appropriation data (to be provided to the Cognizant Contracting Officer by the cognizant provisioning or requiring activity (see paragraph (q) below)); and

- (13) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (i) the contractor; (ii) the contract administration office; (iii) the cognizant provisioning or requiring activity; (iv) the paying office, and (v) the accounting office.

(e) Issuance of Contract Modifications Covering Priced Orders. For each order placed pursuant to this clause, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a priced order when supplies or other requirements are to be furnished by the contractor unless otherwise provided for under



paragraph (f) below. The supplies or other requirements being procured shall be clearly defined in the supplemental agreement. Such supplemental agreement shall be priced and otherwise definitive at the time of issuance and shall be signed by the contractor and the Cognizant Contracting Officer.

(f) Issuance of Contract Modifications Covering Ceiling Priced Orders. In those cases where it is not possible to price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety-of-flight or readiness impact, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a ceiling priced order. A ceiling priced order shall not be used to obtain contractor support services. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and shall specify the total ceiling price for the DFARS Clause 252.217-7027, "Contract Definitization". The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (h) below. Provisioned Items Orders shall comply with the applicable requirements set forth in DFARS 217.7602-2. Each supplemental agreement covering a ceiling priced order shall be signed by the contractor and the Cognizant Contracting Officer. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The firm price of each ceiling priced order shall not exceed the ceiling price as established in accordance with paragraph (h). The ceiling price shall be the maximum amount for which the Government shall be liable if the ceiling priced order is terminated before the firm price is established. If at any time the contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified therefore, the contractor shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity. The Cognizant Contracting Officer will, based upon such notification, decrease the ceiling price of the ceiling priced order concerned. A decrease in the ceiling price of any ceiling priced order shall be set forth in a supplemental agreement to this contract and shall be signed by the contractor and the Cognizant Contracting Officer.

(h) Establishment of Firm Prices of Ceiling Priced Orders. The contractor shall submit to the Cognizant Contracting Officer not later than 30 days after the issuance of each ceiling priced order a qualifying proposal for the supplies or other requirements ordered by the Government that shall include:

- (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced order together with sufficient data to support the accuracy and reliability of such estimate and
- (2) supporting cost or pricing data (see paragraph (o) below), except that if a qualifying proposal including supporting cost or pricing data was submitted to the Cognizant Contracting Officer before the issuance of the ceiling priced order concerned, only revisions to such qualifying proposal and the supporting cost or pricing data are required to be submitted to the Cognizant Contracting Officer.

Upon submission of the contractor's qualifying proposal, or revisions thereto, the contractor and the Cognizant Contracting Officer shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced order concerned. The firm price for the supplies or other requirements, as agreed upon by the contractor and the Cognizant Contracting Officer, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable ceiling priced order shall be set forth in such supplemental agreement. Except for ceiling priced orders issued against contract line items for initial spares identified in Section B, the firm price of each ceiling priced order shall be established within one hundred eighty (180) days after the issuance of the ceiling priced order, or the date on which the funds expended by the Government equal (b)(4) percent of the ceiling price, whichever occurs earlier. The definitization schedule may be extended, but not exceed, one hundred eighty (180) days after submission of the contractor's qualifying proposal. The firm price of each ceiling priced order for initial spares shall be established at most within one hundred eighty (180) days after the issuance of the ceiling priced order. If agreement on a definitive supplemental agreement to establish the firm price of any ceiling priced order is not reached within the period specified above, the Cognizant Contracting Officer may unilaterally



determine a reasonable price for the ceiling priced order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the contractor as provided in the "Disputes" clause of this contract.

(i) Identification of Costs of Ceiling Priced Orders. The contractor shall identify by order all incurred costs (less allocable credits) for work allocable to each ceiling priced order issued pursuant to paragraph (f) above. The requirement for the contractor to segregate the costs of each ceiling priced order shall continue until the firm price is established by a supplemental agreement to this contract.

(j) Progress Payments - Withholding or Suspension - Ceiling Priced Orders. Submission by the contractor of a qualifying proposal for each ceiling priced order issued hereunder is a material requirement of this contracting order that complete definitization will occur within the period specified in paragraph (h) above. Therefore, if the contractor fails to submit a qualifying proposal for any ceiling priced order, progress payments may be reduced or suspended for the order concerned as provided in paragraph (c)(1) of the Progress Payments clause of this contract unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. Cognizant Contracting Officer will notify the contractor, in writing, as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(k) Expenditure Limitation for Ceiling Priced Orders. (This paragraph (k) shall not apply to ceiling priced orders issued against contract line items for initial spares identified in Section B or orders under (b)(4) Pending the establishment of firm prices, progress payments, as well as total expenditures by the Government in the case of acceptance, shall be (b)(4) percent of the ceiling price of each ceiling priced order for which the contractor has not submitted to the Cognizant Contracting Officer a qualifying proposal for definitization, or (b)(4) percent of the ceiling price of each ceiling priced order for which a qualifying proposal has been submitted to the Cognizant Contracting Officer. The contractor shall identify in an attachment to Standard Form 1443, Contractor Request for Progress Payment, for each ceiling priced order, the progress payment amount requested for each ceiling priced order, and shall state the maximum expenditure limitation specified by this paragraph (k) for the ceiling priced order. In the event of acceptance, the Government shall identify any expenditure limitations specified in this paragraph (k).

(l) Qualifying Proposals for Priced Orders and Ceiling Priced Orders. The term "qualifying proposal", as used herein, means, at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information contained in the proposal and of any other information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any ceiling priced order issued under paragraph (f) above, as determined by the Cognizant Contracting Officer.

(m) Contract Exhibits Covering Priced Orders and Ceiling Priced Orders. The contractor shall prepare a contract exhibit in accordance with DFARS 204.7105 covering the deliverable requirements (other than data), being procured under a priced order issued under paragraph (e) above or a ceiling priced order issued under paragraph (f) above. Each contract exhibit shall use the appropriate exhibit identifier assigned in Section B of the Schedule for the contract line item number under which deliverable requirements (other than data) are being procured. Each contract exhibit shall apply only to the contract line item number designated in Section B (or shall apply to one alpha suffix subline item number only if established within the designated contract line item number when the order is issued). The applicable contract line item number (or the applicable alpha suffice subline item number, if established) and the applicable exhibit identifier shall be cited on each contract exhibit. If all available exhibit line item numbers are used within each exhibit (identifier) assigned in Section B for the particular contract line item number(s), the contractor shall notify the Procuring Contracting Officer (PCO), in writing, and request that additional exhibit identifier(s) be assigned for the contract line item number(s) concerned. Any additional exhibit identifier(s) assigned for any contract line item number will be set forth in a unilateral modification to this contract signed by the PCO. This paragraph (m) does not apply to any contract line item number set forth in Section B that calls for data.

(n) Modifications to Priced Orders or Ceiling Priced Orders. Modifications to priced orders or to ceiling priced orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this clause. Modifications to ceiling priced orders issued pursuant to paragraph (f) above shall not include additional requirements or quantities. Any claim for charges resulting from a decrease in the supplies or other requirements ordered in any priced order or in any ceiling priced order shall be processed in accordance with the termination procedures of this contract. Items of supplies or other requirements set forth in modifications to



priced orders and contract exhibits attached thereto shall be numbered in accordance with the applicable procedure set forth in DFARS 204.7106, except that new contract line item numbers shall not be assigned in contract modifications issued by the ACO. The applicable contract line item numbers (or alpha suffix subline item numbers, if any) or exhibit line item numbers cited in priced orders or in ceiling priced orders issued pursuant to this clause shall be cited in appropriate modifications to such orders.

(o) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(p) Provisioning Document, Specifications, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

Provisioning Document,  
Specification or

Item	Provisioning document, Specification or Description of Work
4007AA through 4007AL	When ordered in writing by the PCO, the Contractor shall deliver in accordance with the SOW and Exhibit in Section J to be provided with the order

(q) Provisioning or Requiring Activity. The cognizant provisioning or requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in ceiling priced orders issued pursuant to paragraph (f) above. If the cognizant provisioning or requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the Cognizant Contracting Officer before the issuance of any ceiling priced order for requirements specified by such activity.

Item	Required Activity
4007AA through 4007AL	PEO (JSF)

#### **H-44 CHARGE POLICY FOR DEFENSE CONTRACTORS AT MAJOR RANGE TEST FACILITY BASE (MRTFB) INSTALLATIONS**

In order for Lockheed Martin to be eligible for the Department of Defense (DoD) rate for testing services at an MRTFB, the Government hereby agrees to make available to the Contractor and its Subcontractors the following Major Range Test Facility Base (MRTFB) Installations to provide testing services to support this contract: -USAF, Arnold Engineering Development Complex (AEDC), Arnold Air Force Base, Tennessee Testing shall be provided in accordance with each facility's terms and conditions and standard operating procedures. All facility specified costs associated with the use of the test facility shall be borne by the Contractor.

#### **H-44 CONTRACT DEBIT/CREDIT PROPOSAL FOR CHANGES TO THE SUPPORT EQUIPMENT LIST**

- (a) The Contractor shall provide a cost-plus-incentive-fee credit/debit proposal for all contract line items (CLINs) affected by the changes from Support Equipment List Rev M to Support Equipment List Rev P, pursuant to FAR 15.403-4(a)(1)(iii). The Contractor agrees to begin promptly negotiating with the Contracting Officer to modify the target cost and target fee of CLINs impacted by the changes to the Support Equipment List incorporated in Rev P (Attachment (22)).
- (b) The schedule for submitting and concluding negotiations on the credit/debit proposal submitted as a result of changes to the Support Equipment List from the Support Equipment List Rev M to Support Equipment List Rev P, Attachment (22) is as follows:



Subject	Submission of Proposal	Beginning of Negotiations	Definitization
Support Equipment Changes	06 June 2013	28 June 2013	05 August 2013

- (e) If the Parties are unable to reach agreement on a definitive cost and fee adjustment within 90 days of proposal submission, the Contracting Officer may determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Cost clause.
- (f) In no event shall the proposed changes result in an increase to the target cost or target fee for CLINs impacted by the changes to the Support Equipment List reflected in Attachment (22).

#### **H-44 OVER-TARGET COSTS UNDER CLIN 0004**

(a) Funds totaling (b)(4) are obligated on CLIN 0004 to fully fund the Total Cost of (b)(4) specified in Section B plus the adjusted fee of (b)(4) resulting from the over-target costs.

(b) In addition to any notice required by FAR 52.232-20, Limitation of Cost (APR 1984), the Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the Total Cost for the performance of CLIN 0004, exclusive of any fee, will be greater than (b)(4)

#### **H-45 OVER-TARGET COSTS UNDER CLIN 0005 - USAF Requirements/Funding (SLINs 000501 and 000510)**

(a) Funds totaling (b)(4) are obligated on CLIN 0005 (SLINs 000501 and 000510) to fully fund the Total Cost of (b)(4) specified in Section B plus the adjusted fee of (b)(4) resulting from the over-target costs.

(b) In addition to any notice required by FAR 52.232-20, Limitation of Cost (APR 1984), the Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the Total Cost for the performance of CLIN 0005 (SLINs 000501 and 000510), exclusive of any fee, will be greater than (b)(4)

#### **H-46 OVER-TARGET COSTS UNDER CLIN 0005 - DoN (USMC) Requirements/Funding (SLINs 000502 and 000511)**

(a) Funds totaling (b)(4) are obligated on CLIN 0005 (SLINs 000502 and 000511) to fully fund the Total Cost of (b)(4) specified in Section B plus the adjusted fee of (b)(4) resulting from the over-target costs.

(b) In addition to any notice required by FAR 52.232-20, Limitation of Cost (APR 1984), the Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the Total Cost for the performance of CLIN 0005 (SLINs 000502 and 000511), exclusive of any fee, will be greater than (b)(4)

#### **H-47 OVER-TARGET COSTS UNDER CLIN 0005 - DoN (USN) Requirements/Funding (SLINs 000512 and 000513)**

(a) Funds totaling (b)(4) are obligated on CLIN 0005 (SLINs 000512 and 000513) to fully fund the Total Cost of (b)(4) specified in Section B plus the adjusted fee of (b)(4) resulting from the over-target costs.

(b) In addition to any notice required by FAR 52.232-20, Limitation of Cost (APR 1984), the Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the Total Cost for the performance of CLIN 0005 (SLINs 000512 and 000513), exclusive of any fee, will be greater than (b)(4)

#### **H-48 Block Load Retroactive Adjustment**

Modification P00104 to Contract N00019-09-C-0010 incorporates Attachment 26, Settlement Agreement, to resolve the alleged Cost Accounting Standards (CAS) noncompliance relative to Northrop Grumman Aerospace System's (NGAS's) use of the block load method.

#### **H-49 UNALLOWABILITY OF COSTS PERTAINING TO THE HONEYWELL POWER AND THERMAL MANAGEMENT SYSTEM CONTROLLER (Applicable to CLINs 1001, 2001, and 3001)**

DFARS 252.225-7007, Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006), prohibits the acquisition of supplies or services covered by the United States Munitions List (USML) (22 CFR part 121), through a contract or subcontract at any tier, from any Communist Chinese military company. This clause defines a Communist Chinese military company as any entity that is: (1) A part of the commercial or defense industrial base of the People's Republic of China; or (2)

Owned or controlled by, or affiliated with, an element of the Government or armed forces of the People's Republic of China.

The Government received a 24 August 2012 letter from the Contractor that three sensors (part numbers 1096677, 1096769, and 1096770) for the Honeywell Power and Thermal Management System (PTMS) controller were being manufactured in Nanjing, China and were thus in noncompliance with DFARS 252.225-



7007. Although the facility in Nanjing, China is a wholly-owned subsidiary of Honeywell, it is considered a "Communist Chinese military company" as it is a "part of the commercial or defense industrial base of the People's Republic of China." Further, the Department of State commodity jurisdiction process (22 CFR subpart 120.4), dated 20 November 2012, determined that the three sensors were on the USML.

As consideration for inserting a deviation to DFARS 252.225-7007 into this contract as well as Contracts N00019-10-C-0002 and N00019-11-C-0083, the parties mutually and expressly agree that all costs pertaining to the correction of this noncompliance are unallowable in accordance with FAR 31.201-6, "Accounting for unallowable costs." These costs include, but are not limited to, the transition of the manufacture of the three sensors from the Honeywell-owned Nanjing, China facility to a Honeywell-owned facility located in the United States and all retrofits by attrition of Chinese-made sensors with United States-made sensors. As such, these costs shall be identified and excluded from any billing, claim, or proposal applicable to a Government contract, and the Contractor will earn no fee pertaining to this effort.

#### **H-50 NON-COMPLIANT SPECIALTY METALS IN AN/APG-81 AESA RADARS AND TARGET ASSEMBLIES**

(a) AN/APG-81 AESA radars to be incorporated into LRIP Lot 4 F-35 aircraft delivered or to be delivered under this contract contain high performance magnets that the Department of Defense (DoD) has determined do not comply with the specialty metals restrictions contained in DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009). Pursuant to 10 U.S.C. § 2533b(k), the Under Secretary of Defense (Acquisition, Technology, and Logistics) (USD(AT&L)) approved on 14 November 2012 a national security waiver authorizing DoD, acting through the Naval Air Systems Command (NAVAIR) and the Defense Contract Management Agency (DCMA), to accept LRIP Lot 4 F-35 aircraft with AN/APG-81 AESA radars containing non-compliant specialty metals in the high performance magnets in the circulators. In an amendment to said national security waiver on 19 December 2012, the USD(AT&L) authorized DoD, acting through NAVAIR and DCMA, to accept LRIP Lot 4 F-35 aircraft with AN/APG-81 AESA radars containing non-compliant specialty metals in the high performance magnets in the radio frequency isolators. Further, on 19 April 2013, pursuant to 10 U.S.C. § 2533b(k), the USD(AT&L) approved another national security waiver authorizing DoD, acting through NAVAIR and DCMA, to accept LRIP Lot 4 F-35 aircraft and spares containing non-compliant specialty metals in target assemblies. For LRIP Lot 4 F-35 aircraft provisionally accepted prior to 19 April 2013, the waiver was retroactive to each such LRIP Lot 4 F-35 aircraft's provisional acceptance (DD Form 250) date.

(b) In consideration for having accepted and accepting LRIP Lot 4 F-35 aircraft and spares that do not comply with the specialty metals restrictions, the Contractor, for itself, its successors, assignees, JSF Team members, subcontractors, vendors, and suppliers, hereby waives and releases the Government, as well as all non-U.S. DoD Participants to the JSF Production, Sustainment, and Follow-on Development Memorandum of Understanding on whose behalf it contracts, from any claims or requests for equitable adjustment to target cost, target profit, target price, ceiling price, estimated cost, fixed fee, and/or delivery schedule under this contract due to deficiencies in Government-furnished F135 propulsion systems that impacted production operations or other performance on this contract prior to 19 April 2013.



## **H-51 DELIVERY AND ACCEPTANCE OF F-35 COLD WATER IMMERSION (CWI) GARMENT ZIPPER ASSEMBLIES**

In accordance with paragraph (c)(1) of DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013), the Secretary of the Navy has determined that a satisfactory quality and a sufficient quantity of the items identified in enclosure (1) of the Domestic Non-Availability Determination (DNAD) for F-35 CWI Garment Zipper Assemblies, Section J, Attachment 27, manufactured from or containing synthetic fabric or coated synthetic fabric cannot be procured as and when needed at United States market prices. Therefore, items listed in enclosure (1) to the DNAD for F-35 CWI Garment Zipper Assemblies, Section J, Attachment 27 may be delivered by the Contractor and accepted by the Government under this contract even though they have not been grown, reprocessed, reused, or produced in the United States.

## **H-52 MODIFICATION OF LIST OF SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (ST/STE) (APPLICABLE TO CLIN 0001)**

The Contractor may propose adding or deleting Special Tooling and Special Test Equipment (ST/STE) listed in Attachment (17), Special Tooling Special Test Equipment, pursuant to the procedures outlined in this clause. The Contractor shall submit proposed changes to Attachment (17) for Government approval in accordance with CDRL B007.

Attachment (17) contains three tabs as follows:

Tab 1 – Baseline list dated 4/03/2012

Tab 2 – Government Approved Changes to the Baseline List

Tab 3 – Final List of Special Tooling and Test Equipment Deliverables

The Contractor shall provide a cost-plus-fixed-fee "credit/debit" proposal not later than 31 **July** 2014 reflecting the ST/STE changes listed under Tab 2 as of **31 March 2014**. The Contractor shall submit certified cost or pricing data as required by FAR 15.403-4(a)(1)(iii). The parties will negotiate adjustments to the estimated cost and fixed fee for the proposed changes to Attachment (17) after receipt of the Contractor's "credit/debit" proposal for ST/STE; however, in no event shall the proposed changes to Attachment (17) result in an increase to the total estimated cost and fixed fee of CLIN 0001. If the parties do not reach agreement on an estimated cost and fixed fee adjustment within 90 days after proposal submission, the Contracting Officer may determine a reasonable estimated cost and fixed fee not to exceed the total estimated cost and fixed fee of CLIN 0001 in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall deliver the ST/STE approved by the Contracting Officer, subject only to the Limitation of Cost clause.

Changes to Attachment 17 occurring after 31 March 2014 shall be handled on an individual basis in accordance with the Changes Clause.

**UNALLOWABILITY OF COSTS PERTAINING TO F-35 PILOT FLIGHT EQUIPMENT (Applicable to Items 0501, 100201, 200201, 200202, 300202, and 1006 ONLY)**

10 U.S.C. § 2533a, commonly referred to as the Berry Amendment, as implemented by the Department of Defense (DoD), requires that, absent an exception, funds appropriated or otherwise available to DoD may not be used for the procurement of an article or item of clothing and the materials or components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing (and the materials and components thereof) or synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are used in such fabrics) that have not been grown, reprocessed, reused, or produced in the United States.

Lockheed Martin Aeronautics Company notified the Government in a letter dated 10 June 2013 that FZ335-US Sealed Sliding Fasteners and Sliding Fasteners used in flight suits manufactured by a subcontractor and to be

delivered as Pilot Flight Equipment under this contract cannot be made compliant with the requirements of DFARS 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) absent a Domestic Non-Availability Determination (DNAD). A request is currently being prepared for a DNAD. Therefore, pursuant to 10 U.S.C. § 2533a, funds appropriated or otherwise available to DoD may not be used to reimburse costs to the Contractor pertaining to said articles or items unless a DNAD is approved.

The parties mutually and expressly agree that the amounts in the table below, which reflect the prices to the Government for the non-compliant components, will be withheld and deemed to be unallowable in accordance with FAR 31.201-6, "Accounting for unallowable costs" unless a DNAD is approved. If a DNAD is approved, this clause will be deleted from the LRIP 4 contract and substitute language will be inserted to allow the acceptance of, and payment for, said articles and items.

Table H-51

CLIN	Part ID	Material Description	Unit Price	Qty	Extended Price
0501	PE400500A	FZ335-US Sealed Sliding Fastener	(b)(4)	3	(b)(4)
100201	PE400500A	FZ335-US Sealed Sliding Fastener		27	
200201	PE400500A	FZ335-US Sealed Sliding Fastener		42	
200202	PE400500A	FZ335-US Sealed Sliding Fastener		6	
300202	PE400500A	FZ335-US Sealed Sliding Fastener		0	
1006	PE400500A	FZ335-US Sealed Sliding Fastener		3	
0501	PE400500A	Sliding Fastener		3	
100201	PE400500A	Sliding Fastener		27	
200201	PE400500A	Sliding Fastener		42	
200202	PE400500A	Sliding Fastener		6	
300202	PE400500A	Sliding Fastener		0	
1006	PE400500A	Sliding Fastener		3	

**SECTION I - Contract Clauses****CLAUSES INCORPORATED BY REFERENCE FOR ALL CONTRACT LINE ITEMS**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	Definitions	Jul -04
52.203-3	Gratuities	Apr-84
52.203-5	Covenant Against Contingent Fees	Apr-84
52.203-6	Restrictions On Subcontractor Sales To The Government	Sep-06
52.203-7	Anti-Kickback Procedures	Jul-95
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan-97
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	Jan-97
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	Sep-07
52.203-13	Contractor Code of Business Ethics and Conduct	Apr-10
52.203-14	Display of Hotline Poster(s)	Dec-07
52.204-2	Security Requirements	Aug-96
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug-00
52.204-7	Central Contractor Registration (Full Text Below)	Apr-08
52.204-9	Personal Identity Verification of Contractor Personnel	Sep-07
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Sep-06
52.209-9 Alt I	Updates of Publicly Available Information Regarding Responsibility Matters Alt I	Jan-11
52.211-5	Material Requirements	Aug-00
52.211-15	Defense Priority And Allocation Requirements	Apr-08
52.215-2	Audit and Records--Negotiation	Mar-09
52.215-8	Order of Precedence--Uniform Contract Format	Oct-97
52.215-9	Changes or Additions to Make or - Buy Program	Oct -97
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct-97
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	Oct-97
52.215-12	Subcontractor Cost or Pricing Data	Oct-97
52.215-13	Subcontractor Cost or Pricing Data Modifications	Oct-97
52.215-14	Integrity of Unit Prices	Oct-97
52.215-15	Pension Adjustments and Asset Reversions	Oct-04
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	Jul-05
52.215-19	Notification of Ownership Changes	Oct-97
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	Oct-97
52.216-10	Incentive Fee Paragraph (e) insert TBD; TBD; TBD (See Full Text Below)	Mar-97
52.219-8	Utilization of Small Business Concerns	May-04
52.219-9	Small Business Subcontracting Plan	Jul-10
52.219-16	Liquidated Damages- Subcontracting Plan	Jan-99
52.222-1	Notice To The Government Of Labor Disputes	Feb-97
52.222-2	Payment for Overtime Premiums <i>Paragraph (a), insert: \$0</i>	Jul-90
52.222-3	Convict Labor	Jun-03
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	Jul-05
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Jul-10



52.222-20	Walsh-Healey Public Contracts Act	Dec-96
52.222-21	Prohibition Of Segregated Facilities	Feb-99
52.222-22	Previous Contracts And Compliance Reports	Feb-99
52.222-26	Equal Opportunity	Mar-07
52.222-29	Notification of Visa Denial	Jun-03
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sep-06
52.222-36	Affirmative Action For Workers With Disabilities	Jun-98
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	Sep-06
52.222-38	Compliance With Veterans' Employment Reporting Requirements	Dec-01
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	Dec-04
52.222-50	Combating Trafficking in Persons	Feb-09
52.222-54	Employment Eligibility Verification	Jan-09
52.223-3	Hazardous Material Identification and Material Safety Data	Jan-97
52.223-5	Pollution Prevention and Right-to-Know Information	Aug-03
52.223-6	Drug-Free Workplace	May-01
52.223-7	Notice Of Radioactive Materials Paragraph (a), insert: 180 days	Jan-97
52.223-10	Waste Reduction Program	May-11
52.223-11	Ozone-Depleting Substances	May-01
52.223-14	Toxic Chemical Release Reporting	Aug-03
52.225-13	Restrictions on Certain Foreign Purchases	Jun-08
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	Jun-00
52.227-1	Authorization and Consent	Dec-07
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	Dec-07
52.227-10	Filing Of Patent Applications--Classified Subject Matter	Dec-07
52.227-11 Alt I	Patent Rights--Ownership by the Contractor (Dec 2007) - Alternate I (Jun 1989) <i>Paragraph (d)(2), insert: JSF SDD and PSFD MOUs</i>	Dec-07
52.230-2	Cost Accounting Standards	Oct-08
52.230-6	Administration of Cost Accounting Standards	Jun-10
52.232-9	Limitation On Withholding Of Payments	Apr-84
52.232-17	Interest	Oct-08
52.232-23	Assignment Of Claims	Jan-86
52.232-25	Prompt Payment	Oct-08
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	Oct-03
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I (Dec 1991)	Jul-02
52.233-4	Applicable Law for Breach of Contract Claim	Oct-04
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	Dec-94
52.242-1	Notice of Intent to Disallow Costs	Apr-84
52.242-13	Bankruptcy	Jul-95
52.242-15	Stop-Work Order & Alternate I (Apr 1984)	Aug-89
52.243-7	Notification Of Changes <i>Paragraph (b), insert: 7</i> <i>Paragraph (d), insert: 30</i>	Apr-84
52.244-5	Competition In Subcontracting	Dec-96
52.244-6	Subcontracts for Commercial Items	Aug-09
52.244-6 Alt I	Subcontracts for Commercial Items	Jun-10

52.245-1	Government Property	Aug-10
52.245-9	Use and Charges	Aug-10
52.246-15	Certificate of Conformance	Aug-84
52.246-23	Limitation of Liability	Feb-97
52.246-24	Limitation of Liability—High Value Items (Applicable to Aircraft Delivered Under CLINs 1001, 2001, and 3001)	Feb-97
52.246-25	Limitation of Liability--- Services	Feb-97
52.247-1	Commercial Bill of Lading Notation (Full Text Below)	Feb-06
52.247-63	Preference for U.S. -Flag Air Carriers	Jun-03
52.247-64	Preference for Privately Owned U.S. -Flag Commercial Vessels	Feb-06
52.247-68	Report of Shipment (REPSHIP)	Feb-06
52.248-1	Value Engineering	Feb-00
52.251-1	Government Supply Sources	Aug-10
52.252-2	Clauses Incorporated by Reference <i>Insert: <a href="http://www.arnet.gov/far">http:// www.arnet.gov/far</a></i>	Feb-98
52.252-6	Authorized Deviations In Clauses <i>Paragraph (b), insert: <u>DFARS (48 CFR Chapter 2)</u></i>	Apr-84
52.253-1	Computer Generated Forms	Jan-91
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Jan-09
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Dec-08
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Jan-09
252.204-7000	Disclosure Of Information	Dec-91
252.204-7003	Control Of Government Personnel Work Product	Apr-92
252.204-7004	Alternate A, Central Contractor Registration	Sep-07
252.204-7005	Oral Attestation of Security Responsibilities	Nov-01
252.204-7008	Requirement for Contracts Involving Export Controlled Items	Apr-10
252.205-7000	Provision Of Information To Cooperative Agreement Holders	Dec-91
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	Dec-06
252.211-7000	Acquisition Streamlining	Dec-91
252.211-7003	Item Identification and Valuation	Aug-08
252.211-7005	Substitutions for Military or Federal Specifications and Standards	Nov-05
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	Nov-08
252.215-7000	Pricing Adjustments	Dec-91
252.215-7002	Cost Estimating System Requirements	Dec-06
252.215-7004	Excessive Pass-Through Charges	May-08
252.219-7003	Small Business Subcontracting Plan	Apr-07
252.219-7004	Small Business Subcontracting Plan (Test Program)	Aug-08
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	May-10
252.223-7001	Hazard Warning Labels	Dec-91
252.223-7002	Safety Precautions for Ammunition and Explosives	May-94
252.223-7003	Change in Place of Performance--Ammunition and Explosives	Dec-91
252.223-7004	Drug Free Work Force	Sep-88
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Apr-93
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	Sep-99
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	Jan-09



252.225-7001	Buy American Act And Balance Of Payments Program	Jan-09
252.225-7002	Qualifying Country Sources As Subcontractors	Apr-03
252.225-7003	Report of Intended Performance Outside the United States and Canada-- Submission with Offer	Dec-06
252.225-7004	Reporting of Contract Performance Outside the United States and Canada-- Submission after Award	May-07
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	May-07
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Jul-09
252.225-7012	Preference For Certain Domestic Commodities	Jun-10
252.225-7013	Duty-Free Entry	Dec-09
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	Mar-06
252.225-7028	Exclusionary Policies and Practices of Foreign Government	Apr-03
252.225-7030	Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate	Dec-06
252.225-7032	Waiver Of United Kingdom Levies--Evaluation of Offers	Apr-03
252.225-7033	Waiver of United Kingdom Levies	Apr-03
252.225-7042	Authorization to Perform	Apr-03
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	Mar-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Sep-04
252.227-7013	Rights in Technical Data--Noncommercial Items	Nov-95
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Jun-95
252.227-7015	Technical Data Commercial Items	Nov-95
252.227-7016	Rights in Bid or Proposal Information	Jun-95
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	Jun-95
252.227-7019	Validation of Asserted Restrictions--Computer Software	Jun-95
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	Jun-95
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	Apr-88
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun-95
252.227-7030	Technical Data--Withholding Of Payment-(Threshold revised to 5%)	Mar-00
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep-99
252.228-7001	Ground and Flight Risk	Jun-10
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	Dec-91
252.231-7000	Supplemental Cost Principles	Dec-91
252.232-7010	Levies on Contract Payments	Dec-06
252.234-7001	Notice of Earned Value Management System	Apr-08
252.234-7002	Earned Value management System	Apr-08
252.235-7003	Frequency Authorization	Dec-91
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Dec-91
252.242-7004	Material Management And Accounting System	Jul-09
252.243-7002	Requests for Equitable Adjustment	Mar-98
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	Aug-09
252.246-7003	Notification of Potential Safety Issues	Jan-07
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	Aug-92
252.247-7023	Transportation of Supplies by Sea	May-02



252.247-7024	Notification Of Transportation Of Supplies By Sea	Mar-00
252.249-7002	Notification Of Anticipated Contract Termination Or Reduction	Dec-06
252.251-7000	Ordering from Government Supply Sources	Nov-04
	(Contractor's Billing Address: TBD)	
	(Government Remittance Address:	
	DFAS-ATOCCD/CO (Stock Fund)	
	P.O. Box 182204, Columbus, OH 43218-2204)	
	Note: POC and telephone number will be on invoice sent to contractor	

CLAUSES INCORPORATED BY REFERENCE FOR FIXED PRICE CONTRACT LINE ITEMS ONLY

CLAUSE	TITLE	DATE
52.216-16	Incentive Price Revision-Firm Target	Oct-97
52.215-9 Alt I	Changes or Additions to Make or - Buy Program	Oct -97
52.228-5	Insurance-Work on a Government Installation	Jan-97
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	Apr-03
52.229-6	Taxes-Foreign Fixed-Price Contracts	Jun-03
52.232-1	Payments	Apr-84
52.232-8	Discounts for Prompt Payment	Feb-02
52.232-11	Extras	Apr-84
52.233-3	Protest After Award	Aug-96
52.242-17	Government Delay of Work	Apr-84
52.243-1	Changes-Fixed-Price	Aug-87
52.246-2 Alt I	Inspection of Supplies-Fixed Price	Jul-85
52.246-4	Inspection of Services-Fixed Price	Aug-96
52.246-16	Responsibilities for Supplies	Apr-84
52.247-30	F.O.B. Origin, Contractor's Facility	Feb-06
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property	Jun-03
52.247-65	F.O.B. Origin, Prepaid Freight-Small Package Shipments	Jan-91
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May-04
52.249-8	Default (Fixed-Price Supply and Service)	Apr-84
252.243-7001	Pricing of Contract Modifications	Dec-91

CLAUSES INCORPORATED BY REFERENCE FOR COST REIMBURSEMENT CONTRACT LINE ITEMS ONLY

CLAUSE	TITLE	DATE
52.215-9 Alt II	Changes or Additions to Make or - Buy Program	Oct -97
52.216-7	Allowable Cost And Payment	Dec-02

52.228-7	Insurance--Liability To Third Persons	Mar-96
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts Paragraph (a), insert: any country in which the contractor or any of its subcontractors performs work under this contract	Mar-90
52.232-20	Limitation Of Cost	Apr-84
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I (Jun 1985)	Aug-96
52.242-3	Penalties for Unallowable Costs	May-01
52.242-4	Certification of Final Indirect Costs	Jan-97
52.243-2 Alt II	Changes--Cost-Reimbursement (Aug 1987) – Alternate II (Apr 1984)	Aug-87
52.244-2 Alt I	Subcontracts (Jun 2007) - Alternate I (Jun 2007)	Jun-07
52.249-6	Termination (Cost Reimbursement)	May-04
52.249-14	Excusable Delays	Apr-84

CLAUSES INCORPORATED BY FULL TEXT: (UNLESS OTHERWISE STATED, THE CLAUSES ARE APPLICABLE TO BOTH COST REIMBURSEMENT AND FIXED PRICE LINE ITEMS)

**FAR 52.216-16 INCENTIVE PRICE REVISION—FIRM TARGET (OCT 1997)**

- (a) *General.* The supplies or services identified in the Schedule as Item 1001 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 1002 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 1004 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 1006 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 2001 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 2002 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 2004 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 2005 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 3001 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 3002 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 3004 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). The supplies or services identified in the Schedule as Item 4000 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of this item exceed the ceiling price of (b)(4). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to



price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

- (b) *Definition.* "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
- (c) *Data submission.*
- (1) Within 30 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree—
    - (i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;
    - (ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;
    - (iii) A list of all residual inventory and an estimate of its value; and
    - (iv) Any other relevant data that the Contracting Officer may reasonably require.
  - (2) If the Contractor fails to submit the data required by paragraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.
- (d) *Price revision.* Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:
- (1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.
  - (2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:
    - (i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.
    - (ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less    percent of the amount by which the total final negotiated cost exceeds the total target cost.
    - (iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus    percent of the amount by which the total final negotiated cost is less than the total target cost.
- (e) *Contract modification.* The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that—
- (1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and
  - (2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.
- (f) *Adjusting billing prices.*



(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under paragraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) *Quarterly limitation on payments statement.* This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing—

- (i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
- (ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
- (iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established—increased or decreased in accordance with paragraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and
- (iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date

the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

- (h) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
- (i) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.
- (j) *Termination*. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.
- (k) *Equitable adjustment under other clauses*. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.
- (l) *Exclusion from target price and total final price*. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.
- (m) *Separate reimbursement*. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.
- (n) *Taxes*. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.
- (o) *Provisioning and options*. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

#### **52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)**

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.



*"Data Universal Numbering System (DUNS) number"* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*"Data Universal Numbering System+4 (DUNS+4) number"* means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

*"Registered in the CCR database"* means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and



complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **52.216-7 ALLOWABLE COST AND PAYMENT (DEC. 2002) (APPLICABLE TO COST REIMBURSEMENT LINE ITEMS ONLY)**

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;

(B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor’s practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor’s indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor’s expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor’s actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor’s proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify



- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --



- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### 52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of (b)(4) percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed (b)(4) percent of the applicable fee or (b)(4) whichever is less. The Contracting Officer shall release (b)(4) percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to (b)(4) percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by (b)(4) cents for every dollar that the total allowable cost is less than the target cost or decreased by (b)(4) cents for every dollar that the total allowable cost exceeds the target cost up to (b)(4) cents for every dollar that the total allowable cost exceeds the target cost over (b)(4). In no event shall the fee be greater than (b)(4) percent or less than (b)(4) percent of the target cost.

#### Item 0004 – LRIP 4 Common Hardware and Sustainment Support

Target Cost

\*Target Fee Related to Cost

Minimum Fee Related to Cost

(b)(4)

Maximum Fee Related to Cost	(b)(4)
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 000501 – USAF Specific Sustainment Requirements</b>	
Target Cost	
*Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 000502 – DoN (USMC) Specific Sustainment Requirements</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 000503 – UK Specific Sustainment Requirements</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 000504 – IT Specific Sustainment Requirements</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 000505 – NL Specific Sustainment Requirements</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 000508 – DoN Specific Sustainment Requirements</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 0013 – USRL Hardware and Software</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	



Maximum Fee Related to Cost	(b)(4)
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 0015 – Training Hardware and Support</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 0016 – Modification Facility</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	
<b>Item 0017 – Non Annualized CSR Sustainment Engineering and Sustainment Activity</b>	
Target Cost	
Target Fee Related to Cost	
Minimum Fee Related to Cost	(b)(4)
Maximum Fee Related to Cost	
Target Fee Adjustment Formula Associated with Cost Incentive Fee	

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.



- (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

**52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Joint Strike Fighter Program Office and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Joint Strike Fighter Program Office and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N00019-09-C-0010. This may be confirmed by contacting Defense Contract Management Agency Lockheed Martin Fort Worth, P.O. Box 371, Ft. Worth, TX 76101-0371

## FIXED PRICE CLAUSES IN FULL TEXT

**52.232-16 PROGRESS PAYMENTS (AUG 2010)**

(APPLICABLE TO CLINS 1001, 1002, 1004, 2001, 2002, 2004, 2005, 3001, 3002, 3004, 4000 AND 4007)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) *Computation of amounts.*

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as (b)(4) percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete. (b)(4)

(6) The total amount of progress payments shall not exceed (b)(4) percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.



(b)(4)

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or [REDACTED] percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's --
  - (i) Failure to make progress; or
  - (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.*

- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
  - (i) Parts, materials, inventories, and work in process;
  - (ii) Special tooling and special test equipment to which the Government is to acquire title;
  - (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; *e.g.*, the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall
  - (i) exclude the allocable costs of the property from the costs of contract performance, and
  - (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
  - (i) Delivered to, and accepted by, the Government under this contract; or



(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(2) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to—

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

- (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
- (ii) Are in conformance with the requirements of FAR 32.504(g); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on unliquidated contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed  percent of costs incurred on work accomplished under unliquidated contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding

(b)(4)



and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at  percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed  percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) *Progress payments under indefinite-delivery contracts.* The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.



*APPLICABLE TO CLIN 4008 ONLY***DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of Israel, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

*APPLICABLE TO CLIN 4008 ONLY***DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)**

The Contractor and its subcontractors shall not take into account the exclusionary policies or practices of any foreign government in employing or assigning personnel if—

- (a) The personnel will perform functions required by this contract, either in the United States or abroad; and
- (b) The exclusionary policies or practices of the foreign government are based on race, religion, national origin, or sex.

## SECTION J – List of Attachments

### Documents, Exhibits, and Other Attachments

Attachment	Description
Attachment (1)	Performance Work Statement for Low Rate Initial production for the F-35 Strike Fighter (CSOW) and Annex B
1A	Revised Exhibits AA-LL, OO, PP & QQ
Attachment (2)	<a href="#">Capabilities and Configuration Description Document (CCDD)</a>
Attachment (3)	<a href="#">Acceptance Process</a>
Attachment (4)	<a href="#">AME List</a>
Attachment (5)	<a href="#">Master Government Furnished Equipment List</a>
Attachment (6)	<a href="#">Data to be Provided with Less than Unlimited Rights</a>
Attachment (7)	<a href="#">LRIP 4 CSDR Contract Plan</a>
Attachment (8)	<a href="#">DD254 (Contract Security Classification Specifications)</a>
Attachment (9)	Lockheed Martin Comprehensive Small Business, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan for Fiscal Year 2011
Attachment (10)	Manufacturing Support Equipment
Attachment (11)	JSF Yearly PBL Cost Report
Attachment (12)	<a href="#">Long Lead Material List</a>
Attachment (13)	<a href="#">LRIP 4 Unverified</a>
Attachment (14)	Contract Data Requirements List (CDRL)
Attachment (15)	Reserved
Attachment (16)	Critical Safety Items
Attachment (17)	Special Tooling Special Test Equipment
Attachment (18)	Aircraft External Markings
Attachment (19)	Berry Amendment Supplementary Information
Attachment (20)	Spares Baseline
Attachment (21)	Spares List, Rev 9b dated 31 January 2017
Attachment (22)	Support Equipment List Rev Q
Attachment (23)	PBL Metrics
Attachment (24)	Survival School Pilot Flight Equipment
Attachment (25)	Norway Risk Reduction SOW
Attachment (26)	Peculiar Support Equipment (PSE) for Subsystem Depot Activation
Attachment (27)	Domestic Non-Availability Determination (DNAD) for F-35 Cold Water Immersion (CWI) Garment Assembly

<b>Exhibit A - USAF</b>																											
A. CONTRACT LINE ITEM NO. 4007AA					NUMBER A0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter				C. CONTRACT/PR NO. N00019-09-C-0010		D. CONTRACTOR Lockheed Martin Aeronautics Company																					
E. TITLE OF ITEM USAF ORDERING EXHIBIT Production				F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR)																							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING				H. REQUIRING OFFICE JSF Program Office			I. ACCEPTANCE REQ'T See Remarks																				
J. DELIVERY DATE See Remarks								AMOUNT																			
1. Remarks:																											
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								2. TOTAL →																			
								(b)(4)																			



Exhibit B - USMC			
A. CONTRACT LINE ITEM NO. 4007AB		NUMBER B0001	ORDER TITLE: PCD AMLCD
B. SYSTEM/ITEM Joint Strike Fighter		C. CONTRACT/PR NO. N00019-09-C-0010	D. CONTRACTOR Lockheed Martin Aeronautics Company
E. TITLE OF ITEM USMC ORDERING EXHIBIT Production		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).	
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE JSF Program Office	I. ACCEPTANCE REQ'T See Remarks
J. DELIVERY DATE See Remarks			AMOUNT
The contractor shall provide:			

1. Remarks:

The Contractor shall provide the following PCD AMLCD Production units:

Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total
M2150 LCD Glass	9	13	16	22	30	37	46	173

**PACKAGING AND MARKING:**

Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.

**INSPECTION AND ACCEPTANCE:**

The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall be made in the subcontractor's plant or at such locations/plants designated by the PCO/ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA). Inspection and acceptance shall be evidenced by the execution of a Material Inspection and Receiving Report, DD Form 250.

**DELIVERIES AND PERFORMANCE:**

The supplies to be provided hereunder shall be delivered no later than 30 days post contract award date.

2. TOTAL  
→

(b)(4)

<b>Exhibit C - USN</b>																											
A. CONTRACT LINE ITEM NO. 4007AC					NUMBER C0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter				C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																				
E. TITLE OF ITEM USN ORDERING EXHIBIT Production				F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING				H. REQUIRING OFFICE JSF Program Office				I. ACCEPTANCE REQ'T See Remarks																			
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								2. Option TOTAL →																			
								(b)(4)																			



<b>Exhibit D - UK</b>																											
A. CONTRACT LINE ITEM NO. 4007AD					NUMBER D0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter				C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																				
E. TITLE OF ITEM UK ORDERING EXHIBIT				F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING				H. REQUIRING OFFICE JSF Program Office			I. ACCEPTANCE REQ'T See Remarks																				
J. DELIVERY DATE See Remarks								AMOUNT																			
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																			
M2150 LCD Glass	2	2	14	5	22	33	24	102																			
2. TOTAL →								(b)(4)																			

<b>Exhibit E - ITA</b>																											
A. CONTRACT LINE ITEM NO. 4007AE					NUMBER E0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter			C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																					
E. TITLE OF ITEM ITA ORDERING EXHIBIT			F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																								
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING			H. REQUIRING OFFICE JSF Program Office				I. ACCEPTANCE REQ'T See Remarks																				
J. DELIVERY DATE See Remarks								AMOUNT																			
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																			
M2150 LCD Glass	0	7	9	15	21	30	30	112																			
2. TOTAL →								(b)(4)																			

<b>Exhibit F - NLD</b>																											
A. CONTRACT LINE ITEM NO. 4007AF					NUMBER F0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter			C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																					
E. TITLE OF ITEM NLD ORDERING EXHIBIT			F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																								
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING			H. REQUIRING OFFICE JSF Program Office				I. ACCEPTANCE REQ'T See Remarks																				
J. DELIVERY DATE See Remarks								AMOUNT																			
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																			
M2150 LCD Glass	1	0	1	0	0	0	0	2																			
2. TOTAL →								(b)(4)																			



Exhibit G - TUR																											
A. CONTRACT LINE ITEM NO. 4007AG					NUMBER G0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter			C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																					
E. TITLE OF ITEM TUR ORDERING EXHIBIT			F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																								
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING			H. REQUIRING OFFICE JSF Program Office				I. ACCEPTANCE REQ'T See Remarks																				
J. DELIVERY DATE See Remarks																											
								AMOUNT																			
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																			
M2150 LCD Glass	0	0	12	14	23	27	27	103																			
								2. TOTAL →																			

(b)(4)

Exhibit H - CAN		
A. CONTRACT LINE ITEM NO.	NUMBER	ORDER TITLE:

Option 4501				H0001		PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter			C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																				
E. TITLE OF ITEM CAN ORDERING EXHIBIT			F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING			H. REQUIRING OFFICE JSF Program Office			I. ACCEPTANCE REQ'T See Remarks																				
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																		
M2150 LCD Glass – option quantity	0	0	0	2	6	16	24	48																		
							2. Option TOTAL →																			
							(b)(4)																			

<b>Exhibit J - AUS</b>																											
A. CONTRACT LINE ITEM NO. 4007AJ					NUMBER J0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter				C. CONTRACT/PR NO. N00019-09-C-0010		D. CONTRACTOR Lockheed Martin Aeronautics Company																					
E. TITLE OF ITEM AUS ORDERING EXHIBIT				F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING				H. REQUIRING OFFICE JSF Program Office			I. ACCEPTANCE REQ'T See Remarks																				
J. DELIVERY DATE See Remarks								AMOUNT																			
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																			
M2150 LCD Glass	0	5	2	8	15	30	32	92																			
2. TOTAL →								(b)(4)																			



<b>Exhibit K - DNK</b>																											
A. CONTRACT LINE ITEM NO. 4007AK					NUMBER K0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter				C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																				
E. TITLE OF ITEM DNK ORDERING EXHIBIT				F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING				H. REQUIRING OFFICE JSF Program Office				I. ACCEPTANCE REQ'T See Remarks																			
J. DELIVERY DATE See Remarks								AMOUNT																			
The contractor shall provide:																											
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																			
M2150 LCD Glass	0	0	0	0	0	6	17	23																			
								2. TOTAL →																			
								(b)(4)																			

Exhibit L - NOR																											
A. CONTRACT LINE ITEM NO. 4007AL					NUMBER L0001		ORDER TITLE: PCD AMLCD																				
B. SYSTEM/ITEM Joint Strike Fighter			C. CONTRACT/PR NO. N00019-09-C-0010			D. CONTRACTOR Lockheed Martin Aeronautics Company																					
E. TITLE OF ITEM NOR ORDERING EXHIBIT			F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).																								
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING			H. REQUIRING OFFICE JSF Program Office				I. ACCEPTANCE REQ'T See Remarks																				
J. DELIVERY DATE See Remarks																											
								AMOUNT																			
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Part Number	LRIP 5	LRIP 6	LRIP 7	LRIP 8	LRIP 9	LOT 10	LOT 11	Total																			
M2150 LCD Glass	0	0	0	15	23	25	27	90																			
								2. TOTAL →																			

(b)(4)

Exhibit M - ISR									

A. CONTRACT LINE ITEM NO. 4008AA		NUMBER M0001	ORDER TITLE: PCD AMLCD											
B. SYSTEM/ITEM Joint Strike Fighter		C. CONTRACT/PR NO. N00019-09-C-0010	D. CONTRACTOR Lockheed Martin Aeronautics Company											
E. TITLE OF ITEM ISRAEL ORDERING EXHIBIT		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR).												
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE JSF Program Office	I. ACCEPTANCE REQ'T See Remarks											
J. DELIVERY DATE See Remarks				AMOUNT										
1. Remarks:														
<p>The Contractor shall provide the following PCD AMLCD units:</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>LRIP 8</th> <th>LRIP 9</th> <th>LOT 10</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>M2150 LCD Glass</td> <td>12</td> <td>16</td> <td>22</td> <td>50</td> </tr> </tbody> </table> <p><b>PACKAGING AND MARKING:</b> Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.</p> <p><b>INSPECTION AND ACCEPTANCE:</b> The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall Be by Certificate of Conformance (CoC) that certifies the supplies and services provided hereunder conform in all respects to the contract requirements, in accordance with FAR 52.246-15. The Contractor shall document any variances in the Certificate of Conformance. Government inspection and acceptance of the units will be in accordance with FAR 52.246-2 and FAR 52.246-15 and shall be performed by the ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA).</p> <p><b>DELIVERIES AND PERFORMANCE:</b> The supplies to be provided hereunder shall be delivered no later than 30 days post contract award date.</p>					Part Number	LRIP 8	LRIP 9	LOT 10	Total	M2150 LCD Glass	12	16	22	50
Part Number	LRIP 8	LRIP 9	LOT 10	Total										
M2150 LCD Glass	12	16	22	50										
2. TOTAL →				(b)(4)										

**Exhibit A - USAF**

A. CONTRACT LINE ITEM NO. 4007AM		NUMBER M0001	ORDER TITLE: PCD AMLCD
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B. SYSTEM/ITEM Joint Strike Fighter		C. CONTRACT/PR NO. N00019-09-C-0010		D. CONTRACTOR Lockheed Martin Aeronautics Company					
E. TITLE OF ITEM USAF ORDERING EXHIBIT Production – O&M		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR)							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE <i>JSF Program Office</i>		I. ACCEPTANCE REQ'T See Remarks					
J. DELIVERY DATE See Remarks					AMOUNT				
1. Remarks:									
<p>The Contractor shall provide the following PCD AMLCD Operation and Maintenance (O&amp;M) units:</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>M2150 LCD Glass</td> <td>144</td> </tr> </tbody> </table> <p><b>PACKAGING AND MARKING:</b> Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.</p> <p><b>INSPECTION AND ACCEPTANCE:</b> The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall be made in the subcontractor's plant or at such locations/plants designated by the PCO/ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA). Inspection and acceptance shall be evidenced by the execution of a Material Inspection and Receiving Report, DD Form 250.</p> <p><b>DELIVERIES AND PERFORMANCE:</b> The supplies to be provided hereunder shall be delivered no later than 1 month post contract award if Option is executed.</p>						Part Number	Total	M2150 LCD Glass	144
Part Number	Total								
M2150 LCD Glass	144								
				2. Option TOTAL →	(b)(4)				

<b>Exhibit A - USAF</b>							
A. CONTRACT LINE ITEM NO. 4007AM		NUMBER M0002	ORDER TITLE: PCD AMLCD				
B. SYSTEM/ITEM Joint Strike Fighter		C. CONTRACT/PR NO. N00019-09-C-0010	D. CONTRACTOR Lockheed Martin Aeronautics Company				
E. TITLE OF ITEM USAF ORDERING EXHIBIT Production – Initial Spares		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR)					
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE <i>JSF Program Office</i>	I. ACCEPTANCE REQ'T See Remarks				
J. DELIVERY DATE See Remarks			AMOUNT				
<p>1. Remarks:</p> <p>The Contractor shall provide the following PCD AMLCD Initial Spares units:</p> <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Part Number</th> <th style="padding: 5px;">Total</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">M2150 LCD Glass</td> <td style="padding: 5px;">209</td> </tr> </tbody> </table> <p><b>PACKAGING AND MARKING:</b> Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.</p> <p><b>INSPECTION AND ACCEPTANCE:</b> The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall be made in the subcontractor's plant or at such locations/plants designated by the PCO/ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA). Inspection and acceptance shall be evidenced by the execution of a Material Inspection and Receiving Report, DD Form 250.</p> <p><b>DELIVERIES AND PERFORMANCE:</b> The supplies to be provided hereunder shall be delivered no later than 1 month post contract award if Option is executed.</p>				Part Number	Total	M2150 LCD Glass	209
Part Number	Total						
M2150 LCD Glass	209						
			2. Option TOTAL → (b)(4)				

Exhibit B - USMC									
A. CONTRACT LINE ITEM NO. 4007AN		NUMBER N0001	ORDER TITLE: PCD AMLCD						
B. SYSTEM/ITEM Joint Strike Fighter		C. CONTRACT/PR NO. N00019-09-C-0010	D. CONTRACTOR Lockheed Martin Aeronautics Company						
E. TITLE OF ITEM USMC ORDERING EXHIBIT Production – O&M		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR)							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE <i>JSF Program Office</i>	I. ACCEPTANCE REQ'T See Remarks						
J. DELIVERY DATE See Remarks					AMOUNT				
<p>1. Remarks:</p> <p>The Contractor shall provide the following PCD AMLCD Operation &amp; Maintenance (O&amp;M) units:</p> <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Part Number</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">M2150 LCD Glass</td> <td style="text-align: center;">69</td> </tr> </tbody> </table> <p><b>PACKAGING AND MARKING:</b> Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.</p> <p><b>INSPECTION AND ACCEPTANCE:</b> The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall be made in the subcontractor's plant or at such locations/plants designated by the PCO/ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA). Inspection and acceptance shall be evidenced by the execution of a Material Inspection and Receiving Report, DD Form 250.</p> <p><b>DELIVERIES AND PERFORMANCE:</b> The supplies to be provided hereunder shall be delivered no later than 1 month post contract award if Option is executed.</p>						Part Number	Total	M2150 LCD Glass	69
Part Number	Total								
M2150 LCD Glass	69								
				2. Option TOTAL →	(b)(4)				
Exhibit B - USMC									



A. CONTRACT LINE ITEM NO. 4007AN		NUMBER N0002	ORDER TITLE: PCD AMLCD				
B. SYSTEM/ITEM Joint Strike Fighter		C. CONTRACT/PR NO. N00019-09-C-0010	D. CONTRACTOR Lockheed Martin Aeronautics Company				
E. TITLE OF ITEM USMC ORDERING EXHIBIT Production – Initial Spares		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR)					
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE <i>JSF Program Office</i>	I. ACCEPTANCE REQ'T See Remarks				
J. DELIVERY DATE See Remarks			AMOUNT				
<p>1. Remarks:</p> <p>The Contractor shall provide the following PCD AMLCD Initial Spares units:</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>M2150 LCD Glass</td> <td>103</td> </tr> </tbody> </table> <p><b>PACKAGING AND MARKING:</b> Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.</p> <p><b>INSPECTION AND ACCEPTANCE:</b> The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall be made in the subcontractor's plant or at such locations/plants designated by the PCO/ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA). Inspection and acceptance shall be evidenced by the execution of a Material Inspection and Receiving Report, DD Form 250.</p> <p><b>DELIVERIES AND PERFORMANCE:</b> The supplies to be provided hereunder shall be delivered no later than 1 month post contract award if Option is executed.</p>				Part Number	Total	M2150 LCD Glass	103
Part Number	Total						
M2150 LCD Glass	103						
2. Option TOTAL →			(b)(4)				

<b>Exhibit C - USN</b>		
A. CONTRACT LINE ITEM NO.	NUMBER	ORDER TITLE:

4007AP		P0001	PCD AMLCD					
B. SYSTEM/ITEM Joint Strike Fighter		C. CONTRACT/PR NO. N00019-09-C-0010		D. CONTRACTOR Lockheed Martin Aeronautics Company				
E. TITLE OF ITEM USN ORDERING EXHIBIT Production – O&M		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR)						
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE JSF Program Office		I. ACCEPTANCE REQ'T See Remarks				
J. DELIVERY DATE See Remarks				AMOUNT				
<p>1. Remarks:</p> <p>The Contractor shall provide the following PCD AMLCD Operation &amp; Maintenance (O&amp;M) units:</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>M2150 LCD Glass</td> <td>60</td> </tr> </tbody> </table> <p><b>PACKAGING AND MARKING:</b> Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.</p> <p><b>INSPECTION AND ACCEPTANCE:</b> The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall be made in the subcontractor's plant or at such locations/plants designated by the PCO/ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA). Inspection and acceptance shall be evidenced by the execution of a Material Inspection and Receiving Report, DD Form 250.</p> <p><b>DELIVERIES AND PERFORMANCE:</b> The supplies to be provided hereunder shall be delivered no later than 1 month post contract award if Option is executed.</p>					Part Number	Total	M2150 LCD Glass	60
Part Number	Total							
M2150 LCD Glass	60							
				2. Option TOTAL → (b)(4)				

<b>Exhibit C - USN</b>		
A. CONTRACT LINE ITEM NO. 4007AP	NUMBER P0002	ORDER TITLE: PCD AMLCD
B. SYSTEM/ITEM	C. CONTRACT/PR NO.	D. CONTRACTOR

Joint Strike Fighter		N00019-09-C-0010		Lockheed Martin Aeronautics Company					
E. TITLE OF ITEM USN ORDERING EXHIBIT Production – Initial Spares		F. AUTHORITY: 5252.217-9500 ORDERING - (Fixed-Price) (OCT 2005) (NAVAIR)							
G. CONTRACT REFERENCE H-41 CLAUSE: ORDERING		H. REQUIRING OFFICE <i>JSF Program Office</i>		I. ACCEPTANCE REQ'T See Remarks					
J. DELIVERY DATE See Remarks					AMOUNT				
<p>I. Remarks:</p> <p>The Contractor shall provide the following PCD AMLCD Initial Spares units:</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>M2150 LCD Glass</td> <td>85</td> </tr> </tbody> </table> <p><b>PACKAGING AND MARKING:</b> Any supplies provided hereunder that require packaging shall be adequately packaged and packed IAW with the Contractor's best commercial practices to assure safe delivery at destination.</p> <p><b>INSPECTION AND ACCEPTANCE:</b> The Contractor's responsibility for risk of loss or damage under this contract for the supplies described shall extend from the initial acquisition of the supplies through delivery of the supplies for use under another F-35 production, retrofit, or sustainment contracts. Inspection and acceptance of the supplies to be furnished hereunder shall be made in the subcontractor's plant or at such locations/plants designated by the PCO/ACO/designated representative of the cognizant Defense Contract Management Agency (DCMA). Inspection and acceptance shall be evidenced by the execution of a Material Inspection and Receiving Report, DD Form 250.</p> <p><b>DELIVERIES AND PERFORMANCE:</b> The supplies to be provided hereunder shall be delivered no later than 1 month post contract award if Option is executed.</p>						Part Number	Total	M2150 LCD Glass	85
Part Number	Total								
M2150 LCD Glass	85								
				2. Option TOTAL →	(b)(4)				



## **SECTION J – Attachment 1**

### **Statement of Work**



Attachment 1-  
CSOW as of P00217.

### **Annex A**



CSOW Annex A  
Engine LRCs 8 Apr..

### **Annex B**



Annex B.xls

**SECTION J – Attachment 2**

**Configuration and Capability Description Document**



Attachment 2- CCDD  
as of P00136.pdf

## **SECTION J – Attachment 3**

### **Acceptance Process**



Attachment 3-  
Acceptance Process €



**SECTION J – Attachment 4  
Ancilliary Mission Equipment (AME)**

**Attachment 4A and 4B**

**AME - Weapons**



Attachment 4a and  
4b AME - Weapons

**Attachment 4C**

**AME – PFE**



Parts\_List\_4C -  
Request for Update

**Attachment 4D**

**AME – Red Gear**



000623-MULTIK-14 -  
Attachment 4D - AME

**SECTION J – Attachment 5**

**Master Government Furnished Equipment List**



Attachment 5- GFE  
List thru P00130.xls

**Section J, Attachment (6)**  
**F-35 Joint Strike Fighter**  
**LRIP 4**

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

The Noncommercial Technical Data and Noncommercial Computer Software and Noncommercial Computer Software Documentation to be furnished, the basis for assertions being represented, the rights being provided, and the identification of the persons making the representation are set forth in the following attachment entitled "Data Rights Cert – LRIP 4" for Contract N00019-09-C-0010 (LRIP IV)," file name "Data Rights Cert-LRIP 4.pdf," dated 27 September 2012.



Attachment 6 -  
Assertions List as of P



**SECTION J – Attachment 7****LRIP 4 CSDR Contract Plans**

The CSDR plans shall be submitted in accordance with the following schedule:

<b>Submission</b>	<b>Form(s)</b>	<b>Event</b>	<b>Date As of (YYMMDD)</b>	<b>Due Date (YYMMDD)</b>
<b>LRIP 4</b>				
1	CWBS Dictionary	Total Air System Contract Initial Submission	20101201	20110301
2	1921, 1921-1, 1921-2	Total Air System Contract Initial Report	20120430	20120831
3	1921, 1921-1, 1921-2	Total Air System Contract Annual Report	20140630	20140930
4	1921, 1921-1, 1921-2	Total Air System Contract Final Report	20141231	20150331

This supersedes the schedule contained on the CSDR attachments

**LRIP 4 CSDR Contract Plans**

Lockheed Martin F35 LRIP 4 CSDR Contract Plans approved by OSD on 5 January 2011

F-35 Joint Strike Fighter (JSF) Contract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5(R1)



20110105\_JS\_F\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S1(R1)



20110105\_JS\_F\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S2(R1)



20110105\_JS\_F\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S3(R1)



20110105\_JS\_F\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S4(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S5(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S6(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S7(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S8(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S9(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S10(R1)

- Removed -

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5-S11(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S12(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S13(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S14(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S15(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S16(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S16-S1



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S16-S2



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv

F-35 Joint Strike Fighter (JSF) Subcontract Cost and Software Data Reporting (CSDR) Plan, D-05-A-C5- S17(R1)



20110105\_JSF\_PLAN  
\_LRIP\_Signed Approv



**SECTION J - Attachment 8**

**Contract Security Classification Specification, DD Form 254**



Attachment 8-  
DD254 as of P00081.

**SECTION J - Attachment 9**

**Lockheed Martin Comprehensive Small Business, Small Disadvantaged and  
Woman-Owned Small Business Subcontracting Plan for Fiscal Year 2011**



Lockheed Martin  
FY11 CSP FINAL-sign

## **SECTION J – Attachments 10**

### **Manufacturing Support Equipment**



Attachment 10 - MSE  
as of P00204.xlsx



**SECTION J - Attachment 11**

**Yearly PBL Cost Report**

**RESERVED**

## **SECTION J - Attachment 12**

### **Long Lead Material List**

*Instructions to offeror: The Contractor shall indicate, in its offer, the supplier, part number, quantity, description and price of the long lead material necessary to meet the salient requirements of Section C.*

The Contractor is authorized to procure alternate or additional long lead items necessary to preserve the aircraft delivery schedule subject to H-2 clause entitled "Limitation of Government Liability."



Attachment 12- Long  
Lead Parts List as of I

## **SECTION J – Attachment 13**

### **LRIP 4 Unverified Specification Requirements**



(BAESMoDs)\_VTE\_JC  
S\_Status\_Details\_Pro

**SECTION J - Attachment 14**

**Contract Data Requirements List**

**(Contract Line Item 5000)**



Attachment 14-  
Contract Data Require



**SECTION J - Attachment 15**  
**Reserved**

## **SECTION J – Attachments 16**

### **CRITICAL SAFETY ITEMS**



Attachment\_16\_-\_Cr  
itical\_Safety\_Items\_L

### **Fracture Critical Traceable CSI List**



TABLE 1 - CSI Parts  
List Rev D - 8 May 09

### **Safety Critical Items CSI List:**



TABLE 1 - CSI Parts  
List Rev D - 8 May 09

### **Select Durability Critical CSI List**



TABLE 1 - CSI Parts  
List Rev D - 8 May 09

### **Selected Support Equipment CSI List**



TABLE 1 - CSI Parts  
List Rev D - 8 May 09

## **CRITICAL SAFETY ITEM PROCESS**



LRIP IV CSI  
\_Processes\_Attachmx

**Section J, Attachment 17**

**Special Tooling and Special Test Equipment**



LRIP\_4\_Attachment  
17 through P00212



**SECTION J – Attachment 18**  
**External Markings**



Attachment  
18-External Service M

**Attachment 19**  
**Berry Amendment Supplementary Information**



Attachment 19 -  
Berry Amendment Su

**Attachment 20**  
**Spares Baseline**



Attachment 20-  
Spares Baseline as th



SECTION J – Attachment 21

Spares List



P00229 Attachment  
21 Rev 9b.xlsx

SECTION J – Attachment 22

Support Equipment List



Attachment 22 -  
Support Equipment

## SECTION J – Attachment 23

### PBL Metrics



Attachment 23 - PBL  
Metrics.docx

### Annex A



Attachment 23 -  
Annex A.docx

### Annex B



Attachment 23 -  
Annex B.docx.doc

### Annex C



Attachment 23 -  
Annex C.docx.doc.xls



SECTION J – Attachment 24

Survival School Pilot Flight Equipment



Attachment 24 -  
Survival School Pilot F

Attachment (25)  
Norway Risk Reduction SOW



Attachment 25 -  
Norway Risk Reductic

Attachment (26)  
Settlement Agreement



Attachment 26  
Settlement Agreement



Attachment 26

Peculiar Support Equipment (PSE) for Subsystem Depot Activation



P00227 -  
Attachment 26.xlsx

Attachment 27

Domestic Non-Availability Determination (DNAD) for F-35 Cold Water Immersion (CWI) Garment Assembly



Attachment 27-  
DNAD F35 CWI

## Block 2a Capabilities



Block 2A  
Capabilities.xlsx

## SECTION K - Certification and Representations

*Instructions to offeror: The Contractor shall, in its offer, indicate its compliance and otherwise complete the certification and representation requirements below:*

PROVISION	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep-07
52.204-3	Taxpayer Identification	Oct-98
52.204-5	Woman-Owned Business	May-99
52.204-6	Data Universal Numbering System (DUNS) Number	Apr-08
52.204-7	Central Contractor Registration	Apr-08
52.204-8	Annual Representations and Certifications	Jan-06
52.209-5	Certification Regarding Responsibility Matters	Dec-08
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use	Apr-08
52.215-6	Place of Performance	Oct-07
52.215-16	Facilities Capital Cost of Money	Jun-03
52.216-1	Type of Contract <i>Insert in the blank: <u>Cost Plus Incentive Fee/Award Fee</u></i>	Apr-84
52.219-1	Small Business Program Representations <i>Paragraph (a)(1), insert: <u>336411 – Aircraft Manufacturing</u></i> <i>Paragraph (a)(2), insert: <u>1,500 employees</u></i>	May-04
52.219-19	Small Business Concern Representation for Small Business Competitiveness Demonstration Program	Oct-00
52.219-21	Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program	May-00
52.222-22	Previous Contracts and Compliance Reports	Feb-99
52.222-25	Affirmative Action Compliance	Apr-84
52.222-38	Compliance with Veteran's Employment Reporting Requirements	Dec-01
52.223-3	Hazardous Material Identification and Material Safety Data	Jan-97
52.223-4	Recovered Material Certification	May-08
52.223-13	Certification of Toxic Chemical Release Reporting	Aug-03
52.225-2	Buy American Act Certificate	Jun-03
52.226-2	Historically Black College or University and Minority Institution Representation	Oct-08
52.227-6	Royalty Information	Apr-84
52.227-7	Patents - Notice of Government License	Apr-84
52.227-14	Rights in Data – General (Dec 2007)	Dec-07
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	Dec-07
52.230-1	Cost Accounting Standards Notices and Certification	Oct-08
52.230-7	Proposal Disclosure - Cost Accounting Practice Changes	Apr-05



52.232-38	Submission of EFT Information with Offer	May-99
52.237-8	Restriction on Severance Payments to Foreign Nationals	Aug-03
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug-99
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	Jan-09
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Jun-05
252.215-7003	Excessive Pass-Through Charges – Identification of Subcontract Effort	May-08
252.225-7000	Buy American Act - Balance of Payments Program Certificate	Jan-09
252.225-7003	Report of Intended Performance Outside the United States and Canada - Submission with Offer	Dec-06
252.225-7031	Second Arab Boycott of Israel	Jun-05
252.225-7032	Waiver of United Kingdom Levies – Evaluation of Offers	Apr-03
252.225-7042	Authorization to Perform	Apr-03
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restriction	Jun-95
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun-95
252.247-7022	Representation of Extent of Transportation by Sea	Aug-92