



QM088  
JSF (F35) program

Revision: 02  
Date: 18 July 2014

page 1 of 23

**Federal Acquisition Regulation,**  
**Defense Federal Acquisition Regulation Supplement &**  
**Naval Air Systems Command**

**Revision status**

The latest revision of this document may be confirmed by viewing the Fokker Landing gear (FLG) website at: <http://www.fokker.com/Supplier-Management>

Questions regarding this document should be directed to the FLG Procurement department.

**Appendices**

- Appendix 1: Specific Defense Federal Acquisition Regulations Supplement (DFARS)
- Appendix 2: Specific Federal Acquisition Regulations (FAR)
- Appendix 3: Naval Air Systems Command (NAVAIR)

**Introduction**

This instruction has been designed for Suppliers to FLG in order to meet the requirements of the Federal Acquisition Regulation, the Defense Federal Acquisition Regulation Supplement and the Naval Air Systems Command, for all JSF programs within FLG. This instruction informs which FAR, DFARS and NAVAIR rules are of specific interest for the F35 program.

**1) General**

**1.1 Seller obligations:**

- a) Supplier **will** have processes in place to be and to remain compliant to the FAR, DFARS and NAVAIR requirements for all shipments to FLG.
- b) Supplier **will** also flow down the FAR, DFARS and NAVAIR provisions to his supply chain.

**1.2 Definition of Terms**

- a) **Will:**  
Denotes an intended mandatory and contractual requirement. A “**will**” is synonymous with shall but does not require formal submittal of metrics or verification evidence.

**1.3 Abbreviations**

JSF:	Joint Strike Fighter
FLG:	Fokker Landing Gear
DFARS:	Defense Federal Acquisition Regulations Supplement
FAR:	Federal Acquisition Regulations
NAVAIR:	Naval Air Systems Command



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 2 of 23**

**1.4 Special Note**

The DFARS , NAVAIR and FAR clauses mentioned herein are a U.S. Government directed down flow. Depending on, among other factors, the nature of specific programs and the country where participating companies are domiciled, certain regulations will prove to be self-deleting. The complete texts of the FAR and DFAR clauses can be downloaded from the following internet sites:

- <https://acquisition.gov/far/current/html/FARTOCP52.html> for the FAR clauses, and;
- <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/> for the DFARS clauses.



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

page 3 of 23

**Appendix 1, Specific Defense Federal Acquisition Regulations Supplement (DFARS)**

- DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applicable to US-based suppliers)
- DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (Applies when FAR 52.203-13 applies to this Contract.) (Applicable to US-based suppliers)
- DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011) (Applies in lieu of FAR 52.203-14.)
- DFARS 252.204-7008 EXPORT-CONTROLLED ITEMS
- DFARS 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) (Note 2 applies to paragraph (b)(1)(ii). Reports required under paragraph (d) shall be made through LOCKHEED MARTIN. Note 6 applies to paragraph (d)(5).
- DFARS 252.208-7000 Intent to Furnish Precious Metals as Government-furnished Material  
NOTE: Applicable to any Order and all lower-tier subcontracts unless it is known that the item being purchased contains no precious metals.
- DFARS 252.209-7004 – Subcontracting with Firms that are Owned and controlled by the Government of a Terrorist Country.
- DFARS 252.209-7010 Critical Safety Items. Aug. 2011 (Statements of Work and/or purchase orders will identify Aviation CSI parts, if any, based on upon agreement with the JSFPO.)
- DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010) (Applies if this Contract exceeds \$1.5M. Note 1 applies.)
- DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011) (Applies if this Contract requires the Work to contain unique item identification. In (c)(3)(i), (c)(4)(i), (d), (e), and (f) "Contractor" shall mean "Subcontractor;" all reports required to be submitted under this clause shall be submitted to LOCKHEED MARTIN at a location to be provided; delete paragraph (g) and insert the following in lieu thereof: "(g) Lower-Tier Subcontracts. SELLER shall include this clause, including this paragraph (g), in all lower tier subcontracts



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 4 of 23**

issued under this Subcontract for the acquisition of components identified herein as requiring UID.)

- DFARS 252.211-7005 Substitutions for Military or Federal Specifications and standards (Nov 2005) Applies if subcontractor Single Process Initiative block changes have been approved for use under a subcontract.
- DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011) Applies to subcontracts where the subcontractor will make direct shipments meeting the criteria at DFARS 211.275-2 (Radio Frequency Identification (RFID) shipments policy) to the Government of items covered by the clause.
- DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (Aug 2012)
- DFARS 252.211-7008 Use of Government- Assigned Serials Numbers (Sep 2010)
- DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) (Applies if FAR 52.215-12 or 52.215-13 applies to this Contract.)
- DFARS 252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (SEP 2013) (Does not apply to fixed price contracts)
- DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (SEP 2011) (Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g).)
- DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Jan 2011)
- DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to Seller's covered subcontractors.)
- DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)
- DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs g(1)(i) and e(1)(ii). Note 3 applies. Delete 'prime" in g(1)(ii) and add "and LOCKHEED MARTIN Procurement Representative." Delete in g(1)(ii) "substituting its name for references to the Government.") (Applicable to US-based suppliers)



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 5 of 23**

- DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)
- DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)
- DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)
- DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (MAY 2011) (Note 2 applies.)
- DFARS 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (OCT 2011) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.) (Applicable to US-based suppliers)
- DFARS 252.225-7002 Qualifying Country Sources – Subcontractors.
- DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010) (Applies if this Contract exceeds \$650,000. Paragraph (f) is deleted.) (Applicable to US-based suppliers)
- DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)(Applies if SELLER is supplying items on the U.S. Munitions list.)
- DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2011) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)
- DFARS 252.225-7012 Preference for Certain Domestic Commodities (Jun10) Applies if Seller is furnishing any of the items covered by this clause.
- DFARS 252.225-7013 DUTY-FREE ENTRY (DEC 2009) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact LOCKHEED MARTIN's Procurement Representative.)
- DFAR 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 6 of 23**

- DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)
- DFARS 252.225-7021 TRADE AGREEMENTS (OCT 2011)
- DFAR 252.225-7025 Restriction on Acquisition of Forgings
- DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. Apr. 2003 (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) shall be deemed to be completed with "any Government." Subparagraph (b)(2) of the clause is deleted.)
- DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.
- DFARS 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Carbon Steel Plate
- DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)
- DFAR 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program
- DFAR 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
- DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)
- DFARS 252.225-7047 - Exports By Approved Community Members In Performance Of The Contract
- DFARS 252.225-7048 Export-Controlled Items.
- DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
- DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (SEP 2011) (Applies in lieu of FAR 52.227-14.)



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 7 of 23**

- DFARS 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011) (Applies in lieu of FAR 52.227-14.)
- DFAR 252.227-7015 Technical Data – Commercial Items
- DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE
- DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
- DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
- DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
- DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)
- DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)
- DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
- DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)
- DAFRS 252.227-7039 Patents - Reporting of Subject Inventions
- DFARS 252.228-7001 Ground and Flight Risk
- 252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012) (Applies to subcontracts where work will be performed in Italy)



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 8 of 23**

- DFARS 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.) (Applicable to US-based suppliers)
- DFARS 252.229-7006 – Value Added Tax Exclusion (UK) (Dec 2011)
- DFARS 252.229-7003 TAX EXEMPTIONS (ITALY)
- DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (Applicable to US-based suppliers)
- DFARS 252.232-7002 - Progress Payments for Foreign Military Sales Acquisition (Dec 1991)
- DFARS 252.234-7002 Earned Value Management System (May 2011)
- DFARS 252.234-7004 Cost and Software Data Reporting System (Nov 2010) – Alternate I
- DFARS 252.235-7003 FREQUENCY AUTHORIZATION
- DFARS 252.239-7000 Protection Against Compromising Emanations
- DFARS 252.239-7001 - Information Assurance Contractor Training and Certification (Jan 2008)
- DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Dec 1991)
- DFARS 252.239-7018 SUPPLY CHAIN RISK (NOV 2013) (Applies if this Contract involves the development or delivery of any information technology, whether acquired as a service or as a supply. Note 4 applies.)
- DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012)
- DFARS 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts (Mar 2013) (The clause mandates flow down of the DFARS provisions identified in the clause.)
- DFARS 252.245-7001 Tagging, Labelling, and Marking of Government-Furnished Property (Apr 2012)
- DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)  
Applies if Government property is authorized for use in the performance of the subcontract.





**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 9 of 23**

- DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) Applies if direct shipments are made by the subcontractor to the Government.
- DFAR 252.246-7001 Warranty of Data (Applicable to US-based suppliers)
- DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES
- DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014)
- DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA
- DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply.)
- DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2010) (Applies if this Contract exceeds \$650,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 10 of 23**

## **Appendix 2, Specific Federal Acquisition Regulations (FAR)**

- FAR 52.203-3 Gratuities NOTE: As used in this clause, "Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any officer or employee of the Government"), "hearing" means opportunity to be heard, and "in any competent court", means "pursuant to the Disputes clause contained herein."
- FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
- FAR 52.203-7 Anti-Kickback Procedures NOTE: The substance of this clause, except subparagraph (c)(1), is applicable to any Order and all lower-tier subcontracts which exceed \$100,000. Seller shall immediately notify Buyer of any alleged violations involving any of Buyer's or Seller's employees.
- FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$150,000)
- FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applicable to US-based suppliers)
- FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007) (Applies if this Contract exceeds 5,000,000. Contact Lockheed Martin Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract.) (Applicable to US-based suppliers)
- FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (Applies if this Contract exceeds \$150,000.)
- FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)
- FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010) (Subparagraph (c)(1) does not apply. If SELLER meets the thresholds specified in paragraphs (c)(2) and (d) of the clause, SELLER shall report required executive compensation by posting the information to the Government's



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 11 of 23**

Central Contractor Registration (CCR) database at <http://www.ccr.gov>. All information posted will be available to the general public.)

- FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) (Applies if this Contract exceeds \$30,000. Copies of notices provided by SELLER to the Contracting Officer shall be provided to LOCKHEED MARTIN.)
- FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)
- FAR 52.211-15 Defense Priority and Allocation Requirements (Apr 2008) Subcontracts that are issued under a rated prime contract must carry the rating of the prime contract.
- FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
- FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)
- FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)
- FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)
- FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)
- FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 12 of 23**

- FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)
- FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)
- FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)
- FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(1) and (b).)
- FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) (Applies if the prime contract to which this Contract relates is with the Department of Defense. Applicable if this Contract exceeds \$700,000 except those that meet the criteria of 15.408(n)(2)(i)(B)(2). Notes 4 and 6 apply.)
- FAR 52.216-12 - Cost Sharing Contract - No Fee (Apr 1984)
- FAR 52.216-16 Incentive Price Revision- Firm Target (Oct 1997) Applicable to subcontracts with firm targets (i.e. Fixed Price Incentive Fee or Cost Plus Incentive Fee type contracts).
- FAR 52.216-17 INCENTIVE PRICE REVISION–SUCCESSIVE TARGETS (OCT 1997) (Applies to subcontracts with successive targets. Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)
- FAR 52.216-26 PAYMENT OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002) Applies to letter contracts. (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Applicable to US-based suppliers)
- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (Applies if this Contract exceeds \$650,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference.)
- FAR 52.222-1 Notice to the Government of Labor Disputes



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 13 of 23**

- FAR 52.222-2 Payment for Overtime Premiums (Jul 1990) Paragraph (a), insert: \$0 (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101) FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005) (Applies if the Contract may require or involve the employment of laborers and mechanics.) FAR 52.222-21 PROHIBITION OF EGREGATED FACILITIES (FEB 1999) FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Applicable to US-based suppliers)
- FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation. NOTE: Applicable to all subcontracts at any tier
- FAR 52.222-20 Walsh-Healey Public Contracts Act. NOTE: Applicable to any Order greater than \$15,000. (Applicable to US-based suppliers)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Applicable to US-based suppliers)
- FAR 52.222-22 Previous Contracts and Compliance Reports
- FAR 52.222-25 Affirmative Action Compliance
- FAR 52.222-26 EQUAL OPPORTUNITY (Applicable to US-based suppliers)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Applies if this Contract is for \$100,000 or more.) (Applicable to US-based suppliers)
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (Applies if this Contract exceeds \$15,000.) (Applicable to US-based suppliers)
- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (Applicable to US-based suppliers)
- FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applicable to US-based suppliers)
- FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) (Note 2 applies. In paragraph (e) Note 3 applies.)



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 14 of 23**

- FAR 52.222-54 Employment Eligibility Verification. NOTE: Applicable to any Order greater than \$3,000 with a period of performance of 120 days or greater. (Applicable to US-based suppliers)
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data
- FAR 52.223-7 Notice of Radioactive Materials
- FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (Applies if the Work was manufactured with or contains ozone depleting substances.)
- FAR 52.223-14 Toxic Chemical Release Reporting
- FAR 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
- FAR 52.224-2 Privacy Act
- FAR 52.225-1 Buy American Act – Supplies (Applicable to US-based suppliers)
- FAR 52.225-5 TRADE AGREEMENTS (NOV 2011) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)
- FAR 52.225-8 DUTY FREE ENTRY
- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- FAR 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (Applicable to US-based suppliers)
- FAR 52.227-1 AUTHORIZATION AND CONSENT
- FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- FAR 52.227-3 PATENT INDEMNITY (APR 1984) – ALTERNATE II (APR 1984)
- FAR 52.227-9 REFUND OF ROYALTIES
- FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER
- FAR 52.227-11 Patent Rights – Ownership by the Contractor



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 15 of 23**

- FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental or research work. Paragraph (g) is deleted. If not otherwise included in this Contract, the name and address of the contracting officer may be obtained from LOCKHEED MARTIN's authorized representative.)
- FAR 52.227-14 RIGHTS IN DATA - GENERAL (DEC 2007)
- FAR 52.228-3 - Workers Compensation Insurance (Defense Based) (Apr 1984)
- FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas. Apr. 1984 (Applies to the Seller if it will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq., unless Lockheed Martin specifies greater minimum insurance coverages than specified in this clause or Lockheed Martin has obtained a waiver that has been flowed down to the Seller elsewhere in the contract.)
- FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (Applies if this Contract involves Work on a Government installation.) (Applicable to US-based suppliers)
- FAR 52.229-8 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
- FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)
- FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)
- FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (JUL 2010) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)
- FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (MAY 2012) (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)
- FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2 or FAR 52.230-3 applies.)





**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 16 of 23**

- FAR 52.232-16 – Progress Payments (April 2012) (Applies to Suppliers paid by means of progress payments)
- FAR 52.232-17 Interest
- FAR 52.232-32 – Performance Based Payments (April 2012)
- FAR 52.232-39 Unenforceability of Unauthorized Obligations. June 2013 (Applicable to the Seller when the contract involves a supply or service subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Seller or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341).)
- FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if LOCKHEED MARTIN does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
- FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event LOCKHEED MARTIN's customer has directed LOCKHEED MARTIN to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, LOCKHEED MARTIN may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from LOCKHEED MARTIN".)
- FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Notes 1 and 2 apply.)
- FAR 52.236-13 Bankruptcy
- FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
- FAR 52.242-2 Production Progress Reports (Apt 1991) Applies if production progress reports are desired. "Contracting Officer" means "Lockheed Martin." (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)
- FAR 52.242-13 BANKRUPTCY
- FAR 52.242-15 STOP-WORK ORDER
- FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply.)





**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 17 of 23**

- FAR 52.243-2 Alt II Changes- Cost Reimbursement- Alternate II (Apr 1984)
- FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)
- FAR 52.243-7 Notification of Changes (Apr 1984) Paragraph (b), insert 7; Paragraph (d), insert 30 (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)
- FAR 52.244-5 Competition in Subcontracting
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
- FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) (ALT I)
- FAR 52.245-2 Government Property (Fixed Price Contracts)
- FAR 52.245-9 Use and Charges (April 2012)
- FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE
- FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE
- FAR 52.246-15 Certificate of Conformance (Aug 1984) Applies if shipping is direct to the Government.
- FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)
- FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
- FAR 52.247-67 Submission of Transportation Documents for Audit (FEB 2006)(Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101) – Include in Cost Reimbursement subcontracts
- FAR 52.247-68 Report of Shipment (RESHIP) (Feb 2006) Appropriate shipping instructions should be included in subcontracts, including where subcontractors will be shipping supplies directly to the Government.
- FAR 52.248-1 Value Engineering NOTE: Applicable to any Order of \$100,000 or more except as specified in FAR 48.201(a). NOTE: Substitute “Buyer” for “Contracting Officer” and “Government” throughout, except where used in the term “Government costs” and in paragraph (m) where “Government” shall mean “Government and/or Buyer”.



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 18 of 23**

- FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "LOCKHEED MARTIN and the Government". In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
- FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP 1996) (Applies in lieu of far 52.249-2 if this Contracts is for research and development work with an educational or nonprofit 8 CorpDoc 3A (2014) institution on a no-profit or no-fee basis. Seller is a educational or nonprofit institution. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
- FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.) (b) The following FAR clauses apply to this Contract, if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract:
- FAR 52.251-1 Government Supply Sources (APR 2012)
- FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998) Insert:  
<http://www.arnet.gov/far> (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)
- FAR 52.252-6 Authorized Deviations In Clauses (Apr 1984) Paragraph (b), insert: DFARS (48 CFR Chapter 2) (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

page 19 of 23

### Appendix 3, Specific Naval Air Systems Command

- NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007) (The clause is applicable to non-commercial item contracts only; however, the clause is not applicable to items that will be incorporated into higher level assemblies where the item is not separately purchasable (such as for spares) and where the item loses its individual identity in the higher level assembly. The clause is also not applicable to contracts where the item(s) purchased will not be delivered to the Government. "Contracting Officer" shall mean "Lockheed Martin.")
- NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) JUNE 1998 (Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin's authorization)
- NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) JULY 1998 (Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin's authorization. In subparagraph (b), "Contract Number" shall mean "Lockheed Martin's prime contract number and the number assigned to this contract.")
- NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) OCT. 2005 (Applicable to the Seller if it is shipping non-commercial items directly to U.S. Government, with Lockheed Martin's authorization.)
- NAVAIR 5252.204-9504 Disclosure of Contract Information (NAVAIR) (JAN 2007) Communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days.
- 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005) (The following clause applies only to contracts where Lockheed Martin is acquiring non-commercial items).
  - (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



QM088  
JSF (F35) program

Revision: 02  
Date: 18 July 2014

page 20 of 23

- 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.
- **CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (MAY 2011 – VARIATION)**
    - (a) In all situations where Seller personnel status is not obvious, Seller's personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the Seller's employee(s) shall:
      - (1) Not by word or deed give the impression or appearance of being a Government employee;
      - (2) Wear appropriate badges visible above the waist that identify them as Seller's employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
      - (3) Clearly identify themselves as Seller's employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
      - (4) Identify themselves by name, their company name, the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
      - (5) Be able to provide, when asked, the full number of the contract/order under which they are Performing.
    - (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer, through LOCKHEED MARTIN.
    - (c) The Contracting Officer, through LOCKHEED MARTIN will make final determination of compliance with regulations with regard to proper identification of contractor employees.
  - **5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) (VARIATION)**

(The clause is applicable in the event Seller's proprietary information may be required by a government support contractor, or an "ISC".)

    - (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
    - (b) The use of an ISC is solely for the convenience of the Government. Except as otherwise provided by separate agreement between the ISC and the prime contractor, the ISC has no obligation to the Seller or LOCKHEED MARTIN. The Seller is required to provide



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 21 of 23**

full cooperation, reasonable working facilities and access to the ISC for the purposes stated in paragraph (a) above.

- (c) Since the ISC is neither an employee nor agent of the Government or Lockheed Martin, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government or Lockheed Martin.
  - (d) The Seller acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information, which is proprietary to the Seller in addition to third party proprietary data that the prime contractor is authorized to disclose.
  - (e) To protect any such proprietary information from unauthorized disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the Seller agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the Seller sufficiently in advance of any work that may require facility access, cooperation from Seller, or access to proprietary information belonging to the Seller or to third parties who may have authorized the Seller to disclose such data to enable the Seller to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Government through Lockheed Martin.
- 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999 - VARIATION)  
(Applicable to non-commercial item contracts requiring work on a Government installation. Insurance coverage minimums specified elsewhere in the Contract documents that exceed those below shall govern in lieu of the following clause. The following types of insurance are required in accordance with the clause entitled FAR 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown below.)
    - (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 coverage of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.
  - 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAY 2012) (VARIATION)  
(The clause is applicable to cost-reimbursement contracts involving travel and other non-commercial item costs covered by this clause; otherwise the clause is inapplicable to the seller.)
    - (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



**QM088**  
JSF (F35) program

**Revision: 02**  
Date: 18 July 2014

**page 22 of 23**

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) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2.

Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

- (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 documented in the contractor's records 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) The contractor shall retain receipts or other evidence substantiating actual costs incurred for authorized travel as required by FAR Subpart 4.7, Contractor Records Retention,





QM088  
JSF (F35) program

Revision: 02  
Date: 18 July 2014

page 23 of 23

and FAR 52.215-2, Audit and Records – Negotiation (OCT 2010). In no event will such payments exceed the rates of common carriers.

- (d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.
- (e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.
- (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 seventy-five (75%) 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) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.
- (h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.