



## Worldwide Mission Support

### World Class Service

### **S&K Aerospace LLC.**

### **FIXED PRICE TERMS AND CONDITIONS**

### **Parts and Repair Ordering System V (PROS V)**

(Examples of CoC and DD-1348 attached)

#### **1) ACCEPTANCE/AGREEMENT**

These Terms and Conditions, including Purchase/Work Order instructions and any attachments hereto, contain the complete and final agreement between S&K Aerospace, LLC Prime Contractor for the US Air Force PROS V (Hereafter referred to as the BUYER) and Vendor (Hereafter referred to as the Seller) for supplies/services in support of PROS V contract FA8630-17-D-5030. This agreement contains all terms and conditions applicable to any resulting award under the PROS V Program and no term or condition at variance with any Order proposed by Seller in acknowledging or accepting any Order will be binding upon the BUYER unless specifically accepted in writing by BUYER. Seller shall not ship under reservation. Failure of BUYER to enforce any right hereunder shall not constitute a waiver of such right or any other rights hereunder. This Agreement entered into, pursuant to its acceptance by Seller, shall be governed and interpreted in accordance with the laws of the United States District Court (“Federal Court”). The Seller shall not assign any Order or any part hereof without the prior written consent from BUYER, which shall not be unreasonably withheld. These Terms and Conditions are NOT NEGOTIABLE, and Seller shall accept them as written without discussion or reservation.

#### **2) DPAS RATED ORDERS**

This is a rated order certified for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). (FAR 52.211-15) DPAS Rating DO-C9.

#### **3) SUBMISSION OF QUOTES/PROPOSALS**

All submitted quotes/proposals shall be submitted thru the PROS V Bid Portal. Absolutely no submissions shall be accepted via any other means of delivery. If so received other than thru the Bid Portal, it shall be rejected for non-compliance and not considered for award. In support of Section 10 – Fair and Reasonable Pricing, Seller shall be required to submit attached documents which support their pricing, at the time they submit their quote/proposal.

**For Supply/Spares** – Seller shall submit one or more of the following to support their pricing, in the priority listed:

- 1) Sales History of the exact item. This shall consist of documentation showing at a minimum, date, part number/NSN, quantity, description and pricing. Seller must advise if sale was FMS, USG or Commercial.
- 2) Quote from your supplier showing a minimum:
  - a) Authorized/certified source/OEM
  - b) Date
  - c) Part number/NSN

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## Worldwide Mission Support World Class Service

- d) Quantity
  - e) Description
  - f) Breakdown of pricing to include direct & indirect costs (i.e. material cost, labor, OH, packaging, shipping, profit)
- 3) Similar/Comparative item. Supporting documentation for this shall include:
- a) Part number/NSN
  - b) Complete description of asset
  - c) Cost
  - d) Where similar item was found (catalog, website, etc.) – provide clear screenshot
  - e) If applicable, minimum order quantity

**For Repair Submittals**, in conjunction with Section 17 - TTI work orders. Seller shall be required to submit their proposals as follows:

Seller shall be required to submit proof of repair capability and identify their source of repair when submitting any bid. Seller's bids are required and shall be submitted as tiered pricing for repair quotes using the Bid Portal and the following brackets:

- (A) Firm-Fixed Pricing for Test, Teardown and Inspection (TTI)
- (B) Proposed Price – No Fault Found – (If warranty provided recertification must be provided)
- (C) Proposed Price – Average Repair
- (D) Proposed Price – Over and Above Average Repair / Overhaul / Upgrade

Seller is hereby given notice that all proposed pricing, when considered for repair award, shall be issued as Firm Fixed Price. Seller is advised to give broad consideration when establishing proposed prices.

### **ALL BRACKETS MUST BE COMPLETED IN ORDER TO BE CONSIDERED FOR AWARD**

### **A proposal with a Firm Fixed Price for the 'complete repair' (TTI & Repair) shall not be accepted**

For any proposed TTI that exceeds \$5000, additional supporting documentation shall be required to include labor hours and categories or documentation showing that a similar TTI cost has been charged to other customers for the same or similar part.

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BUYER for both Supply and Repair, upon review, may request additional supporting documentation if what was provided was considered insufficient; or they may determine Seller's pricing is not fair and reasonable and disqualify the quote/proposal as such.

### **4) CONTRACT TYPE**

All awards made under the PROS V Program, unless otherwise stated in a solicitation, are issued as Firm-Fixed Price as defined in FAR Part 16.202. Alternate offers based on other types of contract types shall not be considered.



## Worldwide Mission Support

### World Class Service

#### **5) INSPECTION/ACCEPTANCE**

Seller shall only tender for acceptance those items that conform to the requirements of this agreement. BUYER reserves the right to inspect or test any supplies or services that have been tendered for acceptance. BUYER may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in price. BUYER must exercise its post-acceptance rights within the warranty period: (i) within a reasonable time after the defect was discovered, (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item at time of delivery of supplies or completion of services, Seller shall provide to BUYER an executed Certificate of Conformance (COC) from the OEM or authorized repair source in accordance with the format established in FAR 52.246-15. The COC shall bear confirmation of the minimum 12-month warranty period as required in these Terms and Conditions. This shall be accomplished by typing/stamping/markings such on the COC. Seller agrees to provide any other requested/required documentation by BUYER at any time to facilitate acceptance of asset and to ensure reliability, capability and compliance with applicable US Government/US Air Force requirements.

#### **Supporting Documentation & Photos**

In order to protect and provide support for all possible warranty claims/SDRs/latent defects, etc., Seller is required, responsible for, and agrees to maintain files for all assets submitted under this agreement. Files shall be maintained for a period of no less than six (6) years from the date of final payment. These files shall be made available upon request of the BUYER at any time during this period.

#### **For Supply:**

Supporting documentation and photographs of all items ready to ship;  
Supporting documentation and photographs of packaged asset(s) ready to ship showing compliance with Mil-Std 2073-1E.

#### **For Repair:**

Upon receipt of the unserviceable unit, vendor shall take a picture of the unserviceable asset's ID plate to show at a minimum, the part number and serial number and submit to BUYER as notification of receipt of asset. Once received, buyer will send Vendor notice to proceed.

- a) Supporting documentation and photographs of all unserviceable assets as received in package showing any damage to packaging;
- b) Supporting documentation and photographs of all unserviceable assets as received and removed from package;
- c) Supporting documentation and photographs of all unserviceable assets as received showing specific damage to and any missing parts from the asset;
- d) Supporting documentation and photographs of all serviceable assets prior to being packaged;
- e) Supporting documentation and photographs of all packaged serviceable assets ready to ship showing compliance with Mil-Std 2073-1E;

Any Seller that fails to comply with the above requirements shall be responsible and liable for all claims that may arise regarding such asset(s).



## Worldwide Mission Support

### World Class Service

S&K Aerospace LLC reserves the right to investigate or audit supplier via a third (3<sup>rd</sup>) party auditor at any time to assess compliance with the requirements specified in this agreement. Non-Compliance may result in Seller being removed from the PROS V Program.

BUYER requires all assets be procured from the OEM, a DLA managed source or from an authorized/licensed and approved OEM distributor. Any Seller issued a TTI and/or repair work order shall only use an approved source of repair. Any awarded Seller that falsely offers and/or supplies any assets that are not or cannot be directly sourced and traced to one of these sources and cannot provide supporting documents to that effect, shall accept full and complete liability for minimum 12-month warranty and accept all liability for costs incurred should asset be found to have any latent defect(s); accept all liability for any costs incurred as a result of asset not meeting the requirements as would the actual part from the OEM; accept all costs resulting from any damage caused by or directly related to the provided part; accept all costs for shipping the provided asset back to its source and all costs in accordance with a Termination for Default. If Supply Discrepancy Report (SDR) is submitted by country, Seller agrees to fully cooperate with requests made by PROS V Quality Team to provide any documents/photos and explain, correct and resolve such issues. The form DD-1348-1A (boxes 17-21) shall be completed with accurate dimensions and weights. Invoice Payments for any asset received with incorrect information on the form resulting in additional costs after corrected shall be subject to invoice adjustment of payment for such action.

#### **6) SELLER'S WARRANTY**

Seller warrants that all supplies or services furnished under all issued Orders:

- (i) Shall strictly conform to all specifications, drawings, samples, or other descriptions therein;
- (ii) Shall be of good quality and free from defects in materials and workmanship;
- (iii) Shall be fit and serviceable for the intended purpose, as agreed upon by both parties;
- (iv) Shall be new material, unless BUYER grants written approval allowing new surplus or reconditioned items;
- (v) Shall not infringe on any patent, copyright, mask work, trademark, trade secret, or other intellectual property, proprietary or contractual right of any third party; and
- (vi) Shall have good and marketable title to all items (including all components thereof) purchased hereunder, free of all liens and encumbrances, and that no licenses are required for BUYER to use the items.

Seller's warranty shall survive inspection and acceptance of, and payment for the supplies/services. Such warranty shall begin from the date item(s) are shipped from Seller's facility and shall remain valid for 12 months, during which time a claim may be filed.





## Worldwide Mission Support

### World Class Service

**Seller understands and agrees that should End User file a Supply Discrepancy Report (SDR) additional administrative time will be required for processing and justifying a claim. If an SDR is validated by the US Government, it will then be provided to S&K Aerospace LLC (BUYER) who will then notify Seller. Should this occur, Seller understands and agrees to extend the warranty period of notification an additional 15 days in order to facilitate the SDR process and will accept and act upon such notification as if received within the original 12-month warranty period. Sellers are advised to so notify their subcontractors/suppliers of the potential need for additional administrative time. Seller shall be liable to repair/replace asset after receipt, evaluation, and determination of claim in accordance with warranty procedures. BUYER will provide, upon request, notification that an SDR claim was filed within the warranty period.**

All Warranties>Returns/SDRs shall conform to the warranty terms and conditions contained herein and Seller shall agree to adhere to DLM 4000.25-M v.2, Ch17 and AFMAN 23-110 V9 Sec.8K. Any warranty less than 12 months shall be clearly stated/identified on your quote/proposal and must be approved before given consideration for award. Any deviation after award may be grounds for Termination for Default.

BUYER shall have the right to reject goods, materials and services because of Seller's breach of warranty, delay in performance, or nonconformity of delivery or performance and to revoke any acceptance if use of goods, materials, or services reveals defects not apparent upon receipt or inspection. If BUYER so rejects or revokes, BUYER may, at its option, exercise the following rights and remedies with respect to all or part of the goods, materials, or services:

- (i) Return the goods or materials to Seller, at Seller's risk and expense, for repair, replacement or credit, at BUYER's option;
- (ii) Withhold payment until Seller has performed the services in accordance with the Terms of the Agreement
- (iii) Withhold payment, return the defective goods to Seller at Seller's expense, and terminate the Agreement without further liability on the part of BUYER. Neither receipt of the goods nor payment therefor shall constitute a waiver of this provision.

### **7) DELIVERY/SHIPPING/QUANTITY**

On Time delivery is a performance indicator and is a material term of this Agreement. The date(s) given by Seller and accepted by BUYER for the goods, material, or work to be delivered and/or performed under any issued purchase or work order shall have the same importance as the price and quantity. Failure to deliver or perform by the date given/agreed to under an issued Purchase Order may be considered a breach of the Agreement and Seller agrees to pay to BUYER an amount equal to the amount of any penalties or damages imposed upon or incurred by BUYER due to Seller's failure to deliver goods or materials, or perform work in accordance with delivery schedules. No early or partial shipments or partial invoices are allowed without prior express written authorization by BUYER. Such action without authorization may result in rejection at discretion of PROS V Management.

Shipping instructions will be furnished by BUYER. All items must be suitably packaged, packed, and marked and shall comply with carrier regulations for the method of shipment specified. No charges for packaging, packing, or crating will be paid by BUYER unless otherwise stated in the Order. Seller's liability shall be limited to the value of the Order plus packaging requirements if not met.



## Worldwide Mission Support World Class Service

Seller is required to notify PROS at time of shipment and provide proof of shipment (tracking to destination). Notification is to be sent to: [shipping@pros5.com](mailto:shipping@pros5.com).

The controlling document for packaging is MIL-STD 2073-1E, Standard Practice for Military Packaging. Unless otherwise directed on the order, PROS V material shall be packaged for favorable warehouse conditions (in accordance with level A/B) and in accordance with best commercial practices as dictated by the mode of transportation utilized such as USPS, FEDEX, UPS, or other small package services. For hazardous materials, performance-oriented packaging shall be accomplished in accordance with AFJ124-210 and in accordance with FAR 52.223-03. Packaging is also dictated by mode of shipment. For commercial air, IATA applies; for ocean movement, IMDG applies. All containers shall be marked in accordance with MIL-STD 129.

**When applicable**, Standard items procured under the PROS V Program shall be marked per MIL-STD-130N, change 1 (or the current Standard, version and/or change as applicable). This revision implements Policy for Unique Identification (UID) of items. Item identification marking is required and the development of specific item marking requirements shall be based on criteria provided in this standard. The UID policy, with associated guidance is available at [http://www.acq.osd.mil/dpap/pdi/uid/docs/mil-std130N\\_ch1.pdf](http://www.acq.osd.mil/dpap/pdi/uid/docs/mil-std130N_ch1.pdf) (The UID requirement does not apply to repair awards).

In the event that goods or materials vary in quantity or quality from that which is stated on the face of the Order, or are not delivered in the manner specified within the scheduled delivery dates, BUYER reserves the right to refuse to accept such goods or materials or to accept such goods as may be conforming and return non-conforming goods to Seller at Seller's expense. In no event shall BUYER be liable for payment for or damage to such items.

\*All shipments sent direct to the freight forwarder shall require Seller to contact Freight Forwarder a minimum of Seven (7) days prior to shipping. Freight Forwarder will advise if NOA is required. If the NOA is not provided as required, the shipment is subject to be rejected and returned at the expense of the vendor.

### **DTS Shipments**

Requirements identified as DTS shipments are transported by the US Government and transportation and storage costs shall not be allowed or permitted. S&K Aerospace LLC has no control over the scheduling or actual pick up dates by the US Government. Sellers are hereby notified, understand and accept, that all identified DTS Requirements may not be picked up immediately after Seller notifies S&K Aerospace LLC the asset(s) are ready to ship and may need to be stored until such time that the US Government arrives to pick up the asset(s). This is typically less than 30 days from date of notice from Seller.

Notify S&K Aerospace only when material is ready to ship. **Specific DTS Notification instructions are provided with individual purchase/repair orders.** At the time of notification Sellers must provide the following information/documentation:

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## Worldwide Mission Support

### World Class Service

- 1) Manufacturer Certification/Certification of Conformance (verification purposes – documentation must match associated purchase/repair order)
- 2) Shipment Weight and Dimensions
- 3) HazMat Status with copy of applicable Safety Data Sheets

Failure to provide this information at the time of shipment notification may delay US Government shipment scheduling and pick up.

**HAZARDOUS MATERIALS (HazMat)** – Any Seller that supports hazardous materials requirements shall provide with their quotation; Seller’s hazmat certification, proof of licensing/bonding and all applicable MSDS/SDS documents. If Seller is using another source for acquiring, packaging and shipping, they must identify that source and provide their certificates and documents with their quote in order to be considered for award.

Documents must match with DD-1348. No Seller, after award, is authorized to ship HazMat unless and until they receive express authorization from PROS V. Method of shipment shall be determined by requesting country. Packaging shall be accomplished in accordance with AFJ124-210 and in accordance with FAR 52.223-03. Packaging is also dictated by mode of shipment. For commercial air, IATA applies; for ocean movement, IMDG applies. All containers shall be marked in accordance with MIL-STD 129.

Any Seller that does not comply with the above shall be subject to invoice adjustment of payment for all packaging, shipping and administrative expenses resulting from such non-compliance.

### **8) RISK OF LOSS**

Seller assumes the following:

- (i) All risks of loss or damage to products, work in process, materials or other until the delivery thereof as herein provided;
- (ii) All risks of loss or damage to third persons and their property until the delivery of all products as herein provided;
- (iii) All risks of loss or damage to any property received by Seller from BUYER, or held by Seller or its supplier for the account of BUYER;
- (iv) All risks of loss or damage to any of the goods or materials or portion thereof rejected by BUYER from the time Seller receives returned shipment until redelivery thereof to BUYER.

Seller may be required either prior to or after award to submit proof of liability insurance to cover asset(s) in the event of damage or loss. Seller shall have 30 days to submit proof, when requested, or order is subject to termination at no cost to BUYER.

### **9) EXCUSABLE DELAYS**

Seller shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Seller, without its fault or negligence, as represented in FAR 52.212-4(f) - Commercial Items and FAR 52.249-8 for non-commercial items and as determined by PROS V Management. Seller shall notify BUYER in writing as soon as reasonably possible after the commencement of any excusable delay. However, no less than 14 days prior to Expected Ship Date (ESD).



## Worldwide Mission Support

### World Class Service

#### **10) INVOICES**

Invoices for each Order must show the Order Number, Item Description, Quantity, Price, and should itemize applicable State, and/or local taxes separately. Seller shall include all applicable taxes in their original quote. No additional taxes or costs shall be allowed if added to invoice. If not so itemized, price will be deemed to include all such taxes and the price will not be changed as a result of Seller's failure to include therein any such applicable tax. Any verbiage deviating from or non-compliant with agreed upon T&Cs may result in rejected invoice. PROS V awards are exempt from Federal taxes pursuant to FAR 52.229-6.

Invoices for payment shall be supported by such documents in such form as BUYER may reasonably require and shall bear such certifications as may be required by this agreement and as may be expressly stated on any Order. Seller agrees to provide any other requested/required documentation by BUYER, at any time at no additional cost, to facilitate acceptance of asset and to ensure reliability, capability and compliance with any applicable US Government/US Air Force requirements. All payments are contingent upon acceptance by BUYER of the goods or materials supplied or the work performed hereunder and compliance with any requests for documentation.

Invoices shall be due and payable within Forty-Five (45) days after BUYER's receipt of complete Seller's Invoice Package (V.I.P.), so long as work or services performed conforms to the Order. Payment terms start when PROS V Finance office receives all required and correct documents. All payments are subject to adjustment for shortage, or rejection. Invoices received with anything other than requested/required information/documentation are subject to being held pending review and resubmission and/or rejected. V.I.P. shall consist of correct invoice, CoC, **Proof of Delivery**, Hazardous Material Declaration (if applicable) and completed DD-1348-1A (boxes 17-21). FMS and Purchase Order numbers, warranty period must be shown on all required/requested documentation.

V.I.P. Packages are due within 10 business days from the date of shipment. Failure to provide an approved V.I.P. within the required timeframe may result in Supplier Corrective Action Report (SCAR) up to removal from the PROS V Program. **NOTICE IS HEREBY GIVEN:** Failure to submit a correct V.I.P. package within 12 months from the date of shipment, after unsuccessful attempts have been made to contact vendor, shall result in the account being closed and vendor shall forego all payments.

#### **11) SUPPLY DEFICIENCY REPORTS (SDR)**

Seller shall provide timely and adequate support when issued an SDR from BUYER. Seller shall provide BUYER an initial response to the SDR notification within two (2) business days. Subsequent information and/or documentation requested by BUYER shall be provided within two (2) business days from the date of the request. Assets returned to the Seller for testing and evaluation shall be completed within 30 calendar days from the date the asset is received by the Seller. BUYER does not allow extensions to complete testing and evaluation without prior express written authorization. BUYER will not accept more than two (2) extension requests.

#### **Sellers Liability**

Any Seller (Vendor, Supplier, Source of Repair) that provides any spares, repairs, subcomponents or other part(s) that are derived from any source or subcontractor(s) who is/are unauthorized and/or





## Worldwide Mission Support

### World Class Service

uncertified and/or unqualified and/or is known to provide questionable products and/or is on the US Government's Excluded Parties List System (EPLS), agrees to be held fully liable for all costs, inclusive, but not limited to: return of part(s); replacement using authorized, certified OEM approved parts and subparts; and bearing all costs between the original order value and any difference of the property acquired and used if approved for replacement.

S&K Aerospace shall decide whether to allow for replacement or Terminate for Default within 30 days of discovery of unapproved parts/components. Seller shall also be responsible for a full reimbursement of total value of order and associated costs. If Termination for Default, Seller is subject to and liable for all costs in accordance with FAR 52.249-8.

#### **12) FAIR AND REASONABLE PRICING**

Whereas any order awarded under the PROS V Program is required to comply with US Federal Regulations, all submitted bids shall be subject to FAR 13.106-3. Furthermore, all Seller's shall accept and agree without reservation, when requested, to provide BUYER additional supporting documentation in order to further evaluate and make a determination. As such, quotes/proposals and supporting documents will be reviewed to determine if prices are fair and reasonable, which shall be made prior to a decision to award. If justification cannot be determined by BUYER, pricing may be determined to be NOT fair and reasonable and Seller's quote/proposal shall not be considered for award.

#### **13) TINA REQUIREMENTS – CERTIFIED COST AND PRICING DATA**

Any Supply/Repair work order issued, whereby the total sum is equal to or exceeds \$750,000, Seller shall be subject to the requirements under FAR 15.403-4, 10 U.S.C 2306a, 41 U.S.C. Chapter 35, and superseded by Memorandum (DARS Tracking Number 2018-O0015) from the Office of the Under Secretary of Defense). Seller shall be notified by PROS V BUYER if Cost and Pricing Data shall be required. Seller shall be given the option to submit Certified Cost and Pricing Data to PROS V Contracts Office or directly to AFSAC PROS Contracting Office for evaluation. Seller shall respond with their selection within 48-hours of notification. Once received, Seller shall be advised of specific e-mail address to send required documentation. Once notified of the instructions to submit, Seller shall have five (5) Business days to submit their documentation. Failure to provide this in the given time shall result in a determination of NOT Fair and Reasonable pricing and Seller's quote/proposal shall not be considered for award.

#### **14) CHANGES/TERMINATION**

BUYER may at any time, by written Change Order, suspend performance in whole or in part; make changes in drawings, designs, specifications for Seller's Non-COTS goods, the method of shipment or packaging/packing, time or place of delivery; or require additional or diminished work. If any such change causes an increase or decrease in the price or the time required for delivery or performance, any claim by Seller for such an equitable adjustment must be received by BUYER within thirty (30) days from the date of receipt by Seller of the Change Order. BUYER shall have the right to cancel this Order or any part thereof for its convenience at any time in accordance with FAR 52.249-2, Termination for Convenience and/or 52.249-8 Terminate for Default.

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## Worldwide Mission Support

### World Class Service

#### **15) DATA/PATENT INDEMNITY**

Seller shall defend and indemnify BUYER and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Order, provided Seller is reasonably notified of such claims and proceedings.

#### **16) APPLICABLE LAW AND DISPUTES**

##### **(a) Governing Law and Forum**

In the event of a dispute arising under or relating to this Order that cannot be informally resolved by mutual agreement between the Parties or through arbitration under Subsection (Informal Resolution and Arbitration Option) below, either Party may pursue any right or remedy it may have in equity or law by initiating a civil action. This Order and Agreement entered into pursuant to its acceptance by Seller shall be governed and interpreted in accordance with the laws of the United States District Court.

In this regard, the Parties hereby expressly agree that the Federal Court shall have exclusive jurisdiction over any disputes arising under or relating to this Order, and the Parties hereby expressly consent to the personal and subject matter jurisdiction of such courts. All Orders shall be governed by the laws applied by the Federal Court.

##### **(b) Informal Resolution and Arbitration Option**

The Parties shall make a good faith effort to amicably and informally settle by mutual agreement any dispute that may between them arise under or relates to this Order. Any claim, controversy or dispute not resolved by the respective parties' administrators shall be elevated to the parties' executive management or their designees. If not resolved within thirty (30) days thereafter, the dispute will then be settled under Subsection (Governing Law and Forum) immediately above; provided, however, by written agreement of the Parties at the time the informal resolution fails to resolve the dispute, the Parties may agree to decide the matter by binding arbitration as an alternative to court adjudication under Subsection (Governing Law and Forum) immediately above. If the parties agree at that time to submit the matter to binding arbitration, the arbitration shall be held in and interpreted in accordance with the laws of the United States District Court or at any other place selected by mutual agreement of the Parties, on such terms and conditions as set forth in a written Terms of Arbitration that the Parties agree so long as such arbitration terms are not in conflict with the terms of this Subsection (Informal Resolution and Arbitration Option) or this Order. The decision of the arbitrator(s) shall be final and conclusive upon both parties. Either party, before or during any arbitration, may apply for a temporary restraining order or preliminary injunction where such relief is necessary to the Federal Court to protect its interests pending completion of the arbitration proceedings. Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding the foregoing, the Prime Contractor (BUYER) may keep the Government fully apprised of the status of and disposition of any claims, disputes or controversies under this Section. Pending the final disposition of any arbitration proceeding instituted pursuant to this Section, Vendor (Seller) shall, if directed by the Prime Contractor (BUYER), proceed diligently with the performance of this Order. Notwithstanding anything to the contrary, a Party's liability under this Section shall not include exemplary, extraordinary, punitive, special, indirect or consequential damages.

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## Worldwide Mission Support

### World Class Service

#### **17) SYSTEM FOR AWARD MANAGEMENT**

Seller is responsible at time of award, during performance and through final payment of any Contract for the accuracy and completeness of the data within the SAM and to remain current and active within the same. Seller is required to review and update on an annual basis from the date of initial registration or subsequently update its information to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this Order and is not a substitute for a properly executed contractual document. If Seller has legally changed its business name, "doing business as" name, or division name (whichever is shown on the Order), 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 FAR Subpart 42.12, Seller shall provide the responsible BUYER's representative a minimum of one (1) business days' written notification of its intention in compliance of FAR 42.12. If Seller fails to comply with the requirements of this provision, and in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows Seller to be other than the Seller indicated in the Order will be considered incorrect information. SAM includes \* Central Contractor Registry (CCR), \* Federal Agency Registration (Fedreg), \* Online Representations and Certifications Application, and \* Excluded Parties List System (EPLS). Information about SAM can be obtained by going to their website [www.fsd.gov](http://www.fsd.gov) or by phone at 866-606-8220 8am-8pm Eastern Standard Time.

#### **18) ASSIGNMENT**

Seller shall not assign any of its rights or delegate its obligations under any issued award, in whole or in part, without the expressed written consent from S&K Aerospace, which will not be unreasonably withheld in its sole and absolute discretion. Any purported assignment or delegation made in contravention of this provision shall be voidable.

#### **19) TTI & REPAIR WORK ORDERS**

No Seller, when issued a Work Order for a TTI or Repair, shall initiate, incur or be authorized for any expense(s), except for an initial minimal and justified administrative expenses, until such time as the asset is physically received; notice is received by PROS V; and Seller receives a modified Work Order with a notice to proceed expressly for the TTI and/or the Repair.

At the time a TTI Work Order is issued, it is the responsibility of the Seller to provide, at the completion of the TTI, the specific tests conducted and the outcome of those tests; the extent of the teardown which shall not exceed industry standards and if any further or more extensive teardown is necessary, approval must be received by PROS V before such attempt is made; the Final Evaluation is presented with an overview of what was found, to include the identification of parts that need to be repaired and/or replaced; their costs and the final repair cost to a serviceable condition as specified on the Work Order. Upon the conclusion of any TTI where a repair is not authorized or a Termination for Convenience is requested by the procuring country, Seller shall reassemble asset and package in accordance with Section 4 of this document at no additional cost.

**BER – Beyond Economical Repair** – With reference to FAR Chapter 53: Air Force Materiel Command Supplement Part 5352: "Economically Repairable End Items" are defined as end items which can be restored to a serviceable condition, in accordance with applicable requirements. **BER** thresholds are

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## Worldwide Mission Support

### World Class Service

established by the procuring activity and any costs exceeding BER threshold or disposal of the BER equipment need to be coordinated/approved by the Buying activity. Therefore, when costs of repair exceed 75% of the Stock List Price for Factory New, the Seller shall promptly notify the BUYER in writing and shall not perform further services on any such items except at the expressed/written direction from the BUYER.

**BPR – Beyond Physical Repair** – Determination whereby a repair item cannot be returned to serviceable condition due to excessive damage, component obsolescence or lack of product reliability based on numerous testing failures.

Whereas, upon conclusion of the TTI, Seller has determined that the asset is either Beyond Economical Repair (BER) or Beyond Physical Repair (BPR), the Seller shall stop activity; incur no further costs and prepare and submit to BUYER the following documentation:

**If BER** – A detailed report containing the inspection findings and supporting documents detailing the nomenclature of component(s) failure or damage to any specific part(s) that require replacing, along with a current fair and reasonable price for said part(s); a revision of the total cost to repair the asset with a breakdown justifying new cost. Country may approve a BER repair expense, if the cost can be justified.

**If BPR** – A detailed report justifying the inability to repair with supporting documents which should include photos, test reports and detailed explanation of findings. This should also include a detailed and certified breakdown of the costs expended to date to include justifiable labor hours and title/category of worker.

In cases where Diminishing Manufacturing Source (DMS) or obsolete components are identified as reason(s) for BPR, the Seller shall provide documented proof from the manufacturer to substantiate claim.

Upon receipt of the above documents, BUYER will review and upon completion will provide expressed/written disposition to Seller.

### **20) SPECIAL REQUIREMENTS**

Any solicitation(s) whereby any documents, permits, permissions, deviations, or any other requirement is/are needed to fulfill, meet or obligate any order, shall be identified and submitted in the quote with an explanation, prior to award. Any of the above identified as being needed or required by a Seller after award may be requested from BUYER, who shall unilaterally decide:

- 1) Not obligated to provide such requirement, but may elect to assist in obtaining such requirement;
- 2) Advise the Seller they shall be solely responsible for obtaining/funding any such requirement without reimbursement;
- 3) If any requirement(s) is/are necessary to fulfil the order and cannot be provided by Seller, the BUYER may elect to Terminate the Award for Default.





## Worldwide Mission Support

### World Class Service

#### **21) INDEMNIFICATION**

If any price (including profit) negotiated in connection with the Prime Contract between the Government and BUYER or any cost that is reimbursable under said Contract is reduced because cost or pricing data furnished by Seller in connection with any proposal submitted by BUYER relating to said Contract or in connection with this Order was not accurate, complete, or current, Seller shall indemnify BUYER in the amount of said reduction.

The phrase “certified cost or pricing data” as used herein shall be deemed to include any data related to a lower-tier prospective or actual Order, at any level, which was submitted by Seller or which it procured by submission of or in connection with the aforesaid proposal or this Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, Seller shall be liable and shall pay BUYER at the time such overpayment is repaid: (i) simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to Seller to the date BUYER is repaid by Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 USC §6621(a)(2); and (ii) for DoD contracts only, a penalty equal to the amount of the overpayment, if Seller knowingly submitted cost or pricing data that were incomplete, inaccurate, or non-current.

#### **22) TITLE**

Unless specified elsewhere in any issued Order, title to items furnished under said Order shall pass to BUYER in accordance with FOB terms specified on the face of the order.

#### **23) EXPORT COMPLIANCE**

Requirements filled by BUYER, under the PROS V Program contract, are provided pursuant to properly authorized FMS program Letters of Offer and Acceptance (LOAs). Therefore, these shipments are exempt from export requirements per section 126.6(c) of the International Traffic in Arms Regulations (ITAR).

#### **24) COMMUNICATIONS WITH US GOVERNMENT**

In order to properly perform and/or execute this Order, Seller may require occasional interface with the US Government PROS Program Office. Vendor may neither take direction from nor discuss any terms and conditions of this Order and/or TOs under this Order with the US Government without the written consent of BUYER. Except to the extent that such discussion may not be prohibited by law, Seller shall not engage with the US Government in discussions related to any dispute between Seller and BUYER or any other matter that may adversely impact BUYER relationship with the US Government. Seller shall immediately notify BUYER in writing if it at any time believes the US Government is affecting a change to Sellers scope of work under this Order or otherwise directs Seller performance in any way. Seller understands that no **privity of contract** exists between Seller and the US Government and that Seller is not authorized to agree to any changes or assume obligations on behalf of BUYER.

#### **25) FIRST ARTICLE APPROVAL**

Pursuant to a PROS V Prime Contract modification from the US Air Force, FAR 52.209-03, First Article Approval – Contractor Testing, has been incorporated into the basic set of Contract Terms and Conditions. This First Article Approval Testing process will be entirely at Vendors own risk and expense.

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## Worldwide Mission Support

### World Class Service

Effective immediately, any vendor who submits a bid for an asset in which they are not the current authorized, recognized, and qualified OEM or licensed manufacturer, and who elects to gain qualification through the First Article process, shall submit to a qualified third party for verification of all requirements using approved detail drawings. Vendors shall comply with the procedures for First Article Approval in accordance with FAR 52.209-3, and with the directions as provided by S&K Aerospace LLC for such action.

#### **26) DIRECT CLAIMS TOWARDS THE US GOVERNMENT**

Except as may be expressly set forth in these Terms and Conditions, with the U.S. Government Contracting Officer's express consent, the Seller shall not acquire any direct claim or direct course of action against the U.S. Government. Seller shall include in each lower tier Order the appropriate flow down clauses as required by FAR and DFARS.

#### **27) RIGHTS IN DATA, TOOLING AND OTHER INFORMATION**

Nothing in these Terms and Conditions shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data, tooling and other information it owns or has a right to use, including the right to authorize the supplier's use of such data, tooling or other information in direct contracts between the supplier and the Government.

#### **28) DEBARMENT AND ANTI-LOBBYING**

Any representations and certifications submitted resulting in award of an Order are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Order with the same force and effect as if they were incorporated by full text. By signing this Order, the Seller hereby certifies that as of the time of award of this Order: (1) SELLER, its principals, any subcontractor, source of supply or repair, broker or intermediary acting on behalf of SELLER is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contract or this Order; and (3) no changes have occurred to any other representations and certifications made by the Seller resulting in award of this Order. The Seller agrees to promptly notify Buyer of any changes occurring at any time during performance of this Order to any representations and certifications submitted by the Seller. (Ref. FAR 52.209-6).

#### **29) COUNTERFEIT PARTS AVOIDANCE**

SELLER shall use established counterfeit prevention industry standards and processes (including inspection, testing, and authentication), such as the latest issuances of SAE AS5553 and SAE AS6174 and in accordance with DFARS 252.246-7007. Should the SELLER subsequently determine that counterfeit parts were provided and/or used in the repair, the SELLER shall immediately (within 24 hours) notify the BUYER of this incident. SELLER shall be required, at no additional expense to the BUYER, to recover the affected items, remove the counterfeit parts, and complete the repairs using factory new OEM parts (or OEM approved parts), at no additional cost to the BUYER.

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## Worldwide Mission Support World Class Service

### **ADDITIONAL FIXED PRICE TERMS AND CONDITIONS U.S. GOVERNMENT CONTRACT FLOW-DOWN CLAUSES**

The text of clauses identified in this document by Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), or Air Force Federal Acquisition Regulation Supplement (AFFARS) clause numbers are incorporated by reference, subject to the following additional definitions and modifications indicated:

- “Contract” means any Purchase Order awarded under the PROS V Program
- “Contractor” means “Seller” in the context of this Document”
- “Order” means any Purchase or Work Order issued under the PROS V Program
- “Prime Contract” refers to the U.S. Government contract awarded to S&K Aerospace LLC, to fulfill requirements under the PROS V Program and under which Contracts/Task Orders and/or Awards are issued by S&K Aerospace LLC to Vendors to fulfill this purpose
- “Prime Contractor” means S&K Aerospace, LLC
- “Vendor” means “Seller, Vendor, Subcontractor, Supplier, Repair facilities” in the context of this Document

The FAR/DFARS/AFFARS clauses incorporated by reference (as applicable) are the same as the dates of the corresponding clauses in PROS V contract FA8630-17-D-5030.

(Full text clauses are available at <http://farsite.hill.af.mil/>)

#### PROS V CONTRACT FLOW-DOWN CLAUSES

52.202-1 DEFINITIONS (NOV 2013)  
52.203-3 GRATUITIES (APR 1984)  
52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)  
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)  
52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)  
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)  
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)  
52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)  
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)  
52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)  
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)  
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KAPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)  
52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)  
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)  
52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT or SERVICES-REPRESENTATION (DEC 2019)  
52.209-03 FIRST ARTICLE APPROVAL – CONTRACTOR TESTING (SEP 1989)  
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)  
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

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## Worldwide Mission Support

### World Class Service

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008)  
52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)  
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2020)  
52.213-4 Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)(Aug 2020)  
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)  
52.215-2 AUDIT AND RECORDS --NEGOTIATION (OCT 2010)  
52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Acquisition > \$750,000)  
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Acquisition > \$750,000)  
52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)  
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)  
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)  
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (Acquisition > \$750,000)  
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) ALTERNATE IV (OCT 2010) Alt IV (Acquisition > \$750,000)  
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)  
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)  
52.222-3 CONVICT LABOR (JUN 2003)  
52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)  
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)  
52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)  
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)  
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JULY 2014)  
52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)  
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)  
52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)  
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Acquisition > \$3,500)  
52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)  
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)  
52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)  
52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)  
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)  
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY  
52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)  
52.230-2 COST ACCOUNTING STANDARDS (OCT 2015) (Acquisition >\$750,000)  
52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Acquisition >\$750,000)  
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)  
52.232-11 EXTRAS (APR 1984) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY  
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)  
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)  
52.233-1 DISPUTES (MAY 2014)  
52.233-1 DISPUTES ALTERNATE 1 (DEC 1991)  
52.233-3 PROTEST AFTER AWARD (AUG 1996) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY

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## Worldwide Mission Support World Class Service

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)  
52.242-13 BANKRUPTCY (JUL 1995)  
52.242.15 STOP-WORK ORDER (AUG 1989) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY.  
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) APPLIES TO FIRM FIX PRICE CLIN(S) ONLY.  
52.243-1 CHANGES – FIXED-PRICE (AUG 1987) APPLIES TO FIRM-FIXED PRICE CLIN(S) ONLY.  
52.243-1 CHANGES – FIXED-PRICE (AUG 1987) ALTERNATE II (APR 1984) APPLIES TO FIRM-FIXED PRICE CLIN(S) ONLY.  
52.244-2 SUBCONTRACTS (OCT 2010)  
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2020)  
52.245-1 GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY.  
52.246-2 INSPECTION OF SUPPLIES—FIXED PRICE (AUG 1996)  
52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (Acquisition > \$150,000)  
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)  
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) APPLIES TO FIRM-FIXED-PRICE CLIN(S) ONLY.  
52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)  
52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)  
52.246.20 WARRANTY OF SERVICES (MAY 2001)  
52.246-24 LIMITATION OF LIABILITY – HIGH VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984) (Acquisition > \$150,000)  
52.248-1 VALUE ENGINEERING (OCT 2010) (Acquisition > \$150,000)  
52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984) APPLIES TO FIRM-FIXED-PRICE CLIN(S) ONLY.  
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APRIL 2012) APPLIES TO FIRM-FIXED-PRICE CLIN(S) ONLY.  
52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984) FIXED PRICE SERVICES

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) APPLIES TO FIRM-FIXED-PRICE CLIN(S) ONLY  
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)  
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

### B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)  
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008)  
252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEPT 2013)  
252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)  
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)  
252.204-7004 ALT A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)  
252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)  
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)  
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)  
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)  
252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEPT 2010)  
252.215-7000 PRICING ADJUSTMENTS (DEC 2012)  
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)  
252.216-7006 ORDERING (MAY 2011)  
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) INVOLVES CLASSIFIED  
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM - BASIC (NOV 2014)  
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2016) Alt 1 (NOV 2014)  
252.225-7008 RESTRICTION ON ACQUISITION OF

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## Worldwide Mission Support World Class Service

### SPECIALTY METALS (MAR 2013)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)  
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)  
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)  
252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)  
252.227-7013 RIGHTS IN TECHNICAL DATA NONCOMMERCIAL ITEMS (FEB 2014)  
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)  
252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (FEB 2014)  
252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)  
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)  
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)  
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)  
252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS (MAY 2013)  
252.234-7004 COST AND SOFTWARE DATA REPORTING

### SYSTEM (NOV 2014)

252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)  
252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)  
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011) APPLIES TO FIRM-FIXED-PRICE CLIN(S) ONLY.  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUNE 2013)  
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)  
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APRIL 2012)  
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APRIL 2012)  
252.244-7001 CONTRACTOR PURCHASING System Admin (May 2014)  
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES JUNE 2013)  
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)  
252.247-7016 CONTRACTOR LIABILITY FOR LOSS OR DAMAGE (Dec 1991)  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)



## Worldwide Mission Support World Class Service

### **EFFECTIVITY OF THIS AGREEMENT / RIGHT TO TERMINATE AGREEMENT**

These Terms and Conditions, herein referred to as an Agreement, shall be valid and take full effect once a PROS V Program Purchase/Work order is issued and a valid acknowledgement is received from the Seller's authorized representative.

In addition, it is understood and accepted without question that the provisions (commitments and responsibilities) of this Agreement shall continue to apply to any *existing and effective* Purchase/Work Order(s) issued through the effective period of any such Order.

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In accordance with **Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for FY 2019 (Pub.L.115-232)** the following is required for all Vendors (Subcontractors) to identify compliance below before signing this document.

-----  
The Offeror represents that it  **will**,  **will not provide** covered telecommunications equipment or services in the performance of any contract, subcontract or other contractual instrument resulting from an award using or providing any such telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) and click on 'Search Records' for all entities excluded from receiving federal awards, especially for "covered telecommunications equipment or services".

*Representation.* The Offeror represents that it  **does**,  **does not** use covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

These Terms and Conditions shall constitute a binding agreement by and between S & K Aerospace LLC and any vetted Seller in good standing within the PROS V Program for all awards issued to them under the PROS V Program unless/until renegotiated at a later time and agreed to by authorized representatives from both parties. S&K Aerospace LLC reserves the right to modify these Terms and Conditions for future proposals and prospective contract awards at any time with 30-day posted notice on PROS V website and on the PROS V Bid Portal.



## Worldwide Mission Support World Class Service

By signing below, you acknowledge that you are legally authorized to represent and act on behalf of your company and commit to these Terms and Conditions. Furthermore, your signature acknowledges that you understand and agree to the obligations of these Terms and Conditions in whole and neither you or your company are authorized to make any changes, deviations or exceptions to these Terms and Conditions.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
CAGE Code

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company





## Worldwide Mission Support World Class Service

### CERTIFICATE OF CONFORMANCE

In accordance with FAR 52.246-15, the top copy of the Contractor's signed Certificate of Conformance (CoC) is required to be submitted to the Payment office, while another copy is required to accompany the shipment. Some Sellers may choose to incorporate the CoC on their Invoice, which is perfectly acceptable. Remember that the warranty period must be stated as 12 months, or whatever is reflected on your proposal and has been accepted at the time of award. Any deviation in verbiage or conflict with Purchase Order or Terms and Conditions is cause for delay and/or denial of processing your invoice. Specific verbiage needs to be contained on and within your CoC. The following is verbatim taken directly from the FAR.

-----  
Example:

Example 1 - Taken from FAR 52.246-15

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The certificate shall read as follows:

I certify that on \_\_\_\_\_ [*insert date*], the \_\_\_\_\_ [*insert Contractor's name*] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [*Carrier*] on \_\_\_\_\_ [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

DATE OF EXECUTION: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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# Worldwide Mission Support World Class Service

## Example of Invoice with included Certificate of Conformance

		Date: 05/25/2017	
		Invoice #	
		Terms: NET 45 DAYS	
*** ORIGINAL INVOICE ***			
Sold To:		Shipped to:	
S&K AEROSPACE LLC (PROS V)		S&K AEROSPACE LLC	
102 BYRD WAY		PROS V DIVISION	
WARNER ROBINS, GA 31088		138 Peachtree Parkway, Byron, GA 31008	

  

Item #	Description:	Quantity:	Unit Price:	Total:
01	NSN: PN: DESC:	# EA	\$ 0,000.00	\$0,000.00
				FREIGHT CHARGE \$ 0.00
PO# - Line#		REQ#	INVOICE TOTAL \$	0,000.00
XXXXXX		XXXXXXXXXX	-----	

  

Shipped Via: UPSTracking Number#	Invoice #
2 CTN/ S GROSS SHIPPING WEIGHT	

  

Add. Info: 12 Months Warranty

  

Certificate of Conformance:

I certify that on 05/25/2017, COMPANY NAME furnished the supplies or services called for by PO #XXXXXX, via UPS, Tracking Number #XXXXXXXXXX, in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification. PN- XXXXXX, and are in the quantity shown on this acceptance document

  

Date: 05/25/2017      Name \_\_\_\_\_ Title - \_\_\_\_\_



# Worldwide Mission Support

## World Class Service

### EXAMPLE OF A DD 1348-1A

DD1348-1A

You must complete boxes 17-21:

- 17 = Nomenclature
- 18 = Type of Container
- 19 = Number of Containers
- 20 = Total Weight
- 21 = Total Cube

1. TOTAL PRICE	2. SHIP FROM DEFENSE COL BY AIR MAIL NEW ORLEANS LA 70119		3. SHIP TO <b>WK4FV9</b>	
4. MARK FOR <b>WK4FV9</b>	5. DOC DATE <b>06138</b>			
6. INDC <b>999912</b>	7. FRY RATE	8. TYPE CARGO <b>U</b>	9. PR	10. QTY REC
11. UP	12. UWEI WEIGHT <b>0.04</b>	13. UWEI CUBE <b>0.008</b>	14. OTC	15. BL <b>0</b>
16. FREIGHT CLASSIFICATION NOMENCLATURE				
17. ITEM NOMENCLATURE <b>LOOP STRAP</b>				
18. TY COM1	19. NO COM1	20. TOTAL WEIGHT <b>0.00</b>	21. TOTAL CUBE <b>0.000</b>	
22. RECEIVED BY			23. DATE RECEIVED <b>/ /</b>	
DATE				
24. DOCUMENT NUMBER 3 SUFFIX (30-44) <b>W90GF882962058</b>	24. JIC (4-6) UI (23-24) QTY (25-29) COMD (71) COG (55-58) GP (74-80) <b>S9IEA00001A7V0502020</b>			
25. NATIONAL STOCK NUMBER (8-22) <b>5340013145957</b>	ULTIMATE CONSIGNEE/MARK FOR <b>223 SUPPLY SUPPORT ACTIVITY WAREHOUSE BUILDING 1054 CAMP LEJEUNE, NC 12345</b>			
27. ADDITIONAL DATA	PARTIAL UII UMO77991289S123TS001100223 CAGE 12345 P/N 9988771212SP LOT HGU12345 S/N 123TS001100223			

**NOTE: THIS IS A REVISION CONTROLLED PROPRIETARY DOCUMENT. THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN REMAINS AT ALL TIMES THE PROPERTY OF S&K AEROSPACE LLC.**