



TECHNICAL SERVICES FIXED PRICE TERMS AND CONDITIONS Parts and Repair Ordering System

1) ACCEPTANCE/AGREEMENT

This Agreement, including the Statement of Objectives (SOO) and any other attachments and requirements, shall constitute the complete and final agreement between S&K Aerospace, LLC (BUYER) and the Technical Services Supplier (SELLER or Vendor) for SERVICES in support of PROS V contract FA8630-17-D-5030. This agreement contains all of the 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 S&K Aerospace LLC authorized representative. This Agreement is 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.

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) INSPECTION/ACCEPTANCE

SELLER shall only tender for acceptance those services that conform to the requirements of this agreement. BUYER reserves the right to evaluate services that have been tendered for acceptance. BUYER may require re-performance of nonconforming services at no increase in price. BUYER must exercise its post-acceptance rights: (i) within a reasonable time after the defective service was known or should have been known; and (ii) before any substantial change occurs in conditions affecting service provision. At time of completion of services, SELLER shall provide to BUYER written notification of completion of services.

4) SELLER'S WARRANTY

SELLER warrants that all services furnished under this Order: (i) shall strictly conform to all requirements in the Statement of Objective (SOO), Statement of Work (SOW), Performance Work Statement, or other specifications, drawings, or other descriptions herein; (ii) services shall conform to generally accepted industry standards; (iii) shall be appropriate for the intended purpose, as agreed upon by both parties; (iv) shall not infringe on any patent, copyright, mask work, trademark, trade secret, or other intellectual property, proprietary or contractual right of any third party. This warranty shall survive inspection and acceptance of, and payment for the services. Such warranty shall begin after BUYER's final acceptance and remain valid for 12 months from time and date that services are concluded and all deliverables are submitted to the satisfaction of the Buyer.

BUYER shall have the right to reject 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 services reveals defects not apparent upon evaluation 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 services: (i) perform, or cause to be re-performed, the services at SELLER's expense; (ii) withhold payment until SELLER has performed the services in accordance with the Terms of the Agreement; or (iii) withhold payment and terminate the Agreement without further liability on the part of BUYER. Neither receipt of the services nor payment therefor shall constitute a waiver of this provision.

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 or services are completed and shall remain valid for 12 months, during which time a claim may be filed.

5) SERVICE PROVISION

Time is a critical element of this Agreement. The dates agreed upon for completion of work/services to be performed are critical and shall be successfully achieved by Seller. Failure to deliver or perform in a timely manner 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 perform work, in accordance with work schedules. Furthermore, SELLER shall continue to perform until completion of the contracted Services unless the reason for any delay is submitted for review by BUYER and BUYER retains the right to determine what course of action to take: a) SELLER shall continue with service at no additional cost to BUYER; b) SELLER's reason is accepted by BUYER and may request and if authorized, allow additional funds to complete service; c) BUYER determines to Terminate Contract for Default.



6) EXCUSABLE DELAYS

SELLER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of SELLER and without its fault or negligence, such as acts of God or the public enemy, acts of BUYER in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of common carriers or delay caused by the US Government. SELLER shall notify BUYER's representative in writing as soon as reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith; shall remedy such occurrence with all reasonable dispatch; and shall promptly give written notice to BUYER's representative of the cessation of such occurrence.

7) INVOICES/PAYMENT

Invoices for each Order must show the Order Number, Description of Services, Dates Provided, Final Price and should itemize applicable Federal, State, or local taxes separately. 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. Invoices for payment shall be supported by such documents in such form as BUYER may reasonably require and those documents required as stated in the SOO and any other document specifying required documents to be submitted and shall bear such certifications as may be required by this agreement and on any Order.

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 is 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 services and/or 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 proper invoice and required/requested documentation, so long as work or services performed conforms to the Subcontract. All payments are subject to adjustment for shortage or rejection.

Failure to provide an approved invoice 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 Invoice, within 12 months from the date service has been completed and after unsuccessful attempts have been made to contact Seller, shall result in the account being closed and Seller shall forego all payments.

8) CHANGES/TERMINATION

BUYER may at any time, by written Change Order, suspend performance in whole or in part; make changes in specifications, time or place of service provision; or require additional or diminished work. If any such change causes an increase or decrease in the price of or the time required for 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 or such period as mutually agreed upon.

BUYER shall have the right to cancel this Order or any part thereof for its convenience at any time. If performance of the services hereby ordered has not commenced, BUYER's liability, in the event of such cancellation, shall be limited to actual expenditures incurred by SELLER in furtherance of this Order. If production of the goods or materials or performance of the services has commenced, BUYER's liability shall be limited to acceptance and payment for services, the performance of which has been completed in accordance with this Order and to the payment for actual expenditures incurred by SELLER with respect to the balance of the Order. BUYER shall also have the right at any time to elect to have SELLER suspend work on performance of services ordered pending a determination of whether or not BUYER will cancel the Order. A 'STOP WORK' letter would be issued in accordance with **FAR 52.242-15**. If BUYER subsequently elects to cancel the Order, its liability to SELLER shall be determined as previously stated, but BUYER shall not be liable for cost or expenses in connection with this Order incurred by SELLER after the date of the 'Stop Work Order' had been issued. BUYER shall also have the right to cancel this Order without liability if SELLER's rights hereunder are assigned without the written consent of BUYER or in the event, that SELLER becomes bankrupt or insolvent or makes an assignment for the benefit of creditors. If BUYER elects to Cancel/Terminate the contract for any or all of the supplies/repairs or services, it would be conducted in accordance with **FAR 52.249-2 and for default, 52.249-8**.

9) DATA/PATENT INDEMNITY

No rights in any plans, drawings or other data furnished by BUYER or derived there from shall pass to SELLER in fulfillment of the Order or be released to third parties without the written consent of BUYER. 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 and not covered by FAR 52.227-01. BUYER may observe or, with SELLER's written agreement, participate in SELLER's defense; such voluntary actions shall be at the exclusive expense of BUYER.

10) 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.

11) 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.

12) 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. Seller 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 between Seller and the US Government and that Seller is not authorized to agree to any changes or assume obligations on behalf of BUYER.

13) 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. 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.

14) 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, or its principals, 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 any changes occurring at any time during performance of this Order to any representations and certifications submitted by the Seller.

15) APPLICABLE LAW AND DISPUTES

(a) Governing Law and Forum



In the event of a dispute arising under or relating to this Subcontract 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 Subcontract, and the Parties hereby expressly consent to the personal and subject matter jurisdiction of such courts. All subcontracts 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 that arises under or relates to this Subcontract. 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 Subcontract. 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 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, Subcontractor shall, if directed by the Buyer, proceed diligently with the performance of this Subcontract. Notwithstanding anything to the contrary, a Party's liability under this Section shall not include exemplary, extraordinary, punitive, special, indirect or consequential damages.

16) 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 day's 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 to be incorrect information. SAM includes * Central Contractor Registry (CCR) * Federal Agency Registration (Fedreg) * Online Representations and Certifications Application * Excluded Parties List System (EPLS).

Information about SAM can be obtained by going to their website www.fsd.gov or by phone at 866-606-8220 8am-8pm Eastern Standard Time. SELLER may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

17) ASSIGNMENT

This Subcontract is not assignable except with the prior written approval of the Buyer which may be withheld, in its sole and absolute discretion. The Buyer may assign this Subcontract to a corporation or company that is wholly owned by the Confederated Salish and Kootenai Tribes or by a wholly owned corporation of same. Any subcontracting by Subcontractor to a lower tier contractor shall require the prior written approval of the Buyer, which may be withheld in its sole and absolute discretion. Any approved lower-tier subcontractor shall likewise comply with the terms and conditions herein set forth, the PWS, and all applicable laws and regulations. Any unauthorized assignment or subcontract shall be void ab initio. SELLER



or its assignee may assign its rights to receive payment due as a result of performance of this Order to a bank, trust company, or other financial institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 USC §3727). However, when a third party makes payment (e.g. use of Government-wide commercial purchase card), SELLER may not assign its rights to receive payment under this Order.

18) 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 “cost or pricing data” as used herein shall be deemed to include any data related to a lower-tier prospective or actual subcontract, 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.

19) EXPORT COMPLIANCE

SELLER shall comply with the Arms Export Control Act (22 USC §2778), the International Traffic in Arms Regulations (22 CFR Parts 120-130), the Export Administration Regulations (15 CFR Parts 730-774), the regulations issued by the Office of Foreign Assets Control (31 CFR Chapter V), and all other applicable laws, regulations, and orders that control the export of commercial, Government, and dual-use items, defense articles, defense services, and associated technology. SELLER shall notify BUYER immediately if SELLER is listed on the Denied Persons List, Entity List, or Specially Designated Nationals List or if SELLER’s export privileges are otherwise denied, suspended, or revoked in whole or in part by any United States Government entity or agency. In addition, SELLER shall: (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Cooperation and Development (OECD) “Convention on Combating Bribery of Foreign Public Officials in International Business Transactions” or other anti-corruption/anti-bribery convention; (ii) comply with the requirements of the Foreign Corrupt Practices Act (FCPA), as amended (15 USC §78dd-1), regardless of whether SELLER is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from BUYER to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

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 subcontract, 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;
- 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.



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:

- “Contractor” means “SELLER” in the context of this Order.
- “Subcontractor” means “SELLER’s vendors or suppliers” in the context of this Order.
- “Contract” means this “Order.”
- “Government” means “BUYER” in the context of this Order.
- “Prime Contract” refers to the U.S. Government contract under which this Order is issued.
- “Contracting Officer” means “PROS IV Buyer/Contract Administrator” acting as Contracting Officer’s authorized representative within the context of this Order.

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 <https://www.acquisition.gov/browse/index/far>)

PROS V TASK ORDER FLOW-DOWN CLAUSES	
52.202-01 DEFINITIONS (NOV 2013) (Acquisition > \$150,000)	52.223-02 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (Sept 2013)
52.203-03 GRATUITIES (APR 1984) (Acquisition > \$150,000)	52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
52.203-05 COVENANT AGAINST CONTINGENT FEES (May 2014) (Acquisition > \$150,000)	52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Acquisition > \$150,000)	52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.203-07 ANTI-KICKBACK PROCEDURES (May 2014)	52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (May 2014) (Acquisition > \$150,000)	52.227-01 AUTHORIZATION AND CONSENT (DEC 2007)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (May 20014) (Acquisition > \$150,000)	52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Acquisition > \$150,000)	52.228.07 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996) APPLIES TO COST CLIN(S) ONLY
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Acquisition > \$5,000,000)	52.229-03 FEDERAL, STATE, AND LOCAL TAXES (Feb 2013) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Acquisition > \$150,000)	52.229-06 TAXES – FOREIGN FIXED-PRICE CONTRACTS (Feb 2013)
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	52.230-02 COST ACCOUNTING STANDARDS (OCT 2015)
52.204-02 SECURITY REQUIREMENTS (AUG 1996) (Acquisition)	52.230-03 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)
52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)	52.232-01 PAYMENTS (APR 1984) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
52.204-15 Service Contract Reporting Requirements for Indefinite Delivery Contracts (JAN 2014)	52.232-11 EXTRAS (APR 1984) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	52.232-20 LIMITATION OF COST (APR 1984) APPLIES TO COST CLIN(S) ONLY



52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KAPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)	52.232-23 ASSIGNMENT OF CLAIMS (May 2014)
52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)	52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)	52.233-01 DISPUTES (MAY 2014)
52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT or SERVICES-REPRESENTATION (DEC 2019)	52.233-01 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)
52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Oct 2015) (Acquisition >\$30,000)	52.233-03 PROTEST AFTER AWARD (AUG 1996) – APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) (Acquisition > \$500,000)	52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
52.210-01 MARKET RESEARCH (APR 2011)	52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.215-02 AUDIT AND RECORDS --NEGOTIATION (OCT 2010)	52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)	52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Acquisition > \$150,000)	52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING	52.242.15 STOP-WORK ORDER (AUG 1989) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY.
52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) Acquisition	52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Acquisition > \$150,000)	52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 1984)
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES	52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) APPLIES TO CONST CLIN(S) ONLY.
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)	52.242-13 BANKRUPTCY (JUL 1995) (Acquisition > \$150,000)
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 > \$150,000)	52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE 1 (APR 1984) APPLIES TO COST CLIN(S) ONLY.
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) Applies to Cost CLIN(s) only. (Acquisition >\$150,000)	52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) APPLIES TO FIRM FIX PRICE CLIN(S) ONLY.
52.216-07 ALLOWABLE COST AND PAYMENT (NON-PROFIT) (JUN 2013)	52.243-01 CHANGES – FIXED-PRICE (AUG 1987) ALTERNATE II (APR 1984) APPLIES TO FIRM-FIXED PRICE CLIN(S) ONLY.
52.216-11 COST CONTRACT --NO FEE (APR 1984) Applies to Cost CLIN(s) only.	52.243-01 CHANGES – FIXED-PRICE (AUG 1987) APPLIES TO FIRM-FIXED PRICE CLIN(S) ONLY.
52.216-22 INDEFINITE QUANTITY (OCT 1995)	52.243-01 CHANGES-FIXED PRICE (AUG 1987) ALT. I (APR 1984) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)	52.243-02 CHANGES – COST REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984) APPLIES TO COST CLIN(S) ONLY.
52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	52.243-07 NOTIFICATION OF CHANGES (APR 1984) PARA (B), NUMBER OF CALENDAR DAYS IS (INSERT 30 FOR RDSS/C) '30' PARA (D), NUMBER OF CALENDAR DAYS IS (INSERT 30 FOR RDSS/C) '30'
52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (Oct 2014)	52.244-02 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007) Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: "TBD; only applicable to individual task orders' para (j), the following subcontracts which were evaluated during negotiations: 'none'" Applies to Cost CLIN(s) only.



52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)	52.244-02 SUBCONTRACTS (OCT 2010) (Acquisition > \$150,000)
52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE II (Oct 2001)	52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996) APPLIES TO COST CLIN(S) ONLY.
52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2015) – ALTERNATE III (Jul 2010)	52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
52.219-16 Liquidated Damages – Subcontracting Plan (Jan 1999)	52.245-01 GOVERNMENT PROPERTY (APR 2012)
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	52.245-09 USE AND CHARGES (APR 2012) APPLIES TO COST CLIN(S) ONLY.
52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	52.246.20 WARRANTY OF SERVICES (MAY 2001)
52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	52.246-03 INSPECTION OF SUPPLIES -COST-REIMBURSEMENT (MAY 2001)
52.222-17 Non-Displacement of Qualified Workers (May 2014)	52.246-04 INSPECTION OF SERVICES --FIXED-PRICE (AUG 2014)
52.222-19 CHILD LABOR--COOPERATION WITH	52.246-05 INSPECTION OF SERVICES --COST-REIMBURSEMENT (APR 1984)
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)	
52.222-26 EQUAL OPPORTUNITY (APR 2015) (Acquisition > \$10,000)	52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
52.222-29 NOTIFICATION OF VISA DENIAL (Apr 2015)	52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) Applies Fixed-Price CLIN(s) only.
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)	52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) Para (b), Period of time is 'subcontracts warranties will be obtained in accordance with the Paragraph 4.2 Warranty in the Performance Work Statement.' Para (c), Period of time is 'the parameters provided for in Paragraphs 4.2 Warranty and 4.3 SDR Processing and Resolution in the Performance Work Statement' Applies to Firm-Fixed-Price CLIN(s) only.
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)	52.246-24 LIMITATION OF LIABILITY – HIGH VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (Feb 2016)	52.246-25 LIMITATION OF LIABILITY --SERVICES (FEB 1997)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
52.222-41 SERVICE CONTRACT ACT OF 1965 (May 2014)	52.248-01 VALUE ENGINEERING (OCT 2010)
52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (May 2014)	52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Applies to Firm-to Firm-Fixed-Price CLIN(s) only.
52.222-49 SERVICE CONTRACT ACT --PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984) FIXED PRICE SERVICES
52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)	52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) APPLIES TO FIRM-FIXED-PRICE CLIN(S) ONLY
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Oct 2015)	52.249-14 EXCUSABLE DELAYS (APR 1984) Applies to Cost CLIN (s) only.
52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION) (JUN 2014)	52.253-01 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 (Aug 2013)
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)	252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)	252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) (Acquisition > \$100,000)
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)	252.211-7003 ITEM IDENTIFICATION AND VALUATION (Mar 2016)
252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) Applies to Cost CLIN(s) only.	252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)
252.215-7000 PRICING ADJUSTMENTS (DEC 2012)	252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (Dec 2012)
252.216-7006 ORDERING (MAY 2011)	252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN DOD CONTRACTS) (MAR 2016)
252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Mar 2016) ALTERNATE I (Mar 2016)	252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) INVOLVES CLASSIFIED (Acquisition > \$150,000)	252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Nov 2014)
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) ALTERNATE I (NOV 2014)	252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)
252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010)	252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Mar 2013) (Acquisition > \$150,000)
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 (JUN 1997)
252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)	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)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)	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)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)	252.228-7003 CAPTURE AND DETENTION (DEC 1991)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) (Acquisition > \$700,000)	252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS JUN 2012)
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)
252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (Jun 2013)	252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)
252.239-7018 SUPPLY CHAIN RISK (OCT 2015)	252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011) Applies to Firm-Fixed-Price CLIN(S) only.
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012) Applies to Cost CLIN(s) only.	252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Acquisition > \$150,000)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (Dec 2012)	252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014) Applies to Firm-Fixed-Price CLIN(S) only	252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Apr 2012)



252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (Apr 2012)	252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Apr 2012)
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)	252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Apr 2012)	
C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES	
5352.223-9003 ENHANCED SECURITY OF PRODUCTS (MAY 2003)	

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.

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) 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 provide** 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.

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