

FIXED PRICE TERMS AND CONDITIONS

ACCEPTANCE/AGREEMENT

This Contract/Order, including any attachments hereto, contains the complete and final agreement between S&K Logistics Services, LLC (BUYER) and Supplier (SELLER) for supplies/services in support of PROS IV contract FA8630-12-D-5018. This Order contains all the terms and conditions of this transaction and no term or condition at variance with this Order proposed by SELLER in acknowledging or accepting this 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 Order and Agreement entered into pursuant to its acceptance by SELLER shall be governed and interpreted in accordance with the laws applied by the Montana Federal District Court, Missoula Division (hereafter "Federal Court"), or in the event the Federal Court lacks jurisdiction, the laws of the Confederated Salish and Kootenai Tribes. The SELLER shall not assign this Order or any part hereof without the prior written consent of BUYER, which shall not be unreasonably withheld.

INSPECTION/ACCEPTANCE

SELLER shall only tender for acceptance those items that conform to the requirements of this Order. 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: (i) within a reasonable time after the defect was discovered or should have been discovered; and (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) in accordance with the format established in Federal Acquisition Regulation (FAR) Subpart 52.246-15.

SELLER'S WARRANTY

SELLER warrants that all supplies or services furnished under this Order: (i) shall strictly conform to all specifications, drawings, samples, or other descriptions herein; (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 refurbished 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. This warranty shall survive inspection and acceptance of, and payment for the supplies/services. **Such warranty shall begin after BUYER's final acceptance and remain valid for one (1) year.**

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) retain the goods or materials at SELLER's risk and expense, subject to SELLER's Order; (ii) return the goods or materials to SELLER, at SELLER's risk and expense, for repair, replacement or credit, at BUYER's option; (iii) retain the goods subject to SELLER's granting an equitable reduction in price; (iv) repair the goods at SELLER's expense; (v) perform, or cause to be performed, the services at SELLER's expense; (vi) withhold payment until SELLER has performed the services in accordance with the Terms of the Agreement; or (vii) withhold payment 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.

DELIVERY/SHIPPING/QUANTITY

Time is of the essence on this Agreement. The dates indicated by BUYER for the goods, material, or work to be delivered or performed under this Agreement shall have the same importance as the price and quantity. Failure to deliver or perform in a timely manner shall 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.

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.

The controlling document for packaging is MIL-STD 2073-1E, paragraphs 3.10 and 5.3, Standard Practice for Military Packaging. Unless otherwise directed on the order, SKLS material shall be packaged for favorable warehouse conditions (level A/B). Packaging requirements are also 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. Packaging also dictated by mode of shipment. For commercial air, IATA applies for ocean movement, IMDS applies.

Items procured under the SKLS contract shall be marked per MIL-STD-130L, change 1. 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 <https://acc.dau.mil/adl/en-US/33643/file/6819/MIL-STD-130L.pdf>.

SELLER shall give BUYER advance notice of shipment containing the Order number, description of item and routing, together with an original copy of the Bill of Lading or Express Receipt. A complete packing list must accompany each shipment. If the shipping instructions are other than F.O.B. Destination, SELLER agrees that it will not purchase insurance for BUYER's account covering the items shipped pursuant to this Agreement, except where shipment is subject to released valuation ratings – in which case shipment will be at the lowest rating.

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, and in no event shall BUYER be liable for payment for or damage to such items.

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 of shipment thereof to SELLER until redelivery thereof to BUYER.

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. 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.

INVOICES/PAYMENT

Invoices for each Order must show the Order Number, Item Description, Quantity, and Price, and should itemize

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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 shall bear such certifications as may be required by this Order. Except as otherwise provided on the face of this Order, all payments are contingent upon acceptance by BUYER of the goods or materials supplied or the work performed hereunder.

Invoices shall be due and payable within forty five (45) days after Buyer's receipt of proper invoice, so long as work or services performed conforms to the Subcontract. All payments are subject to adjustment for shortage or rejection.

CHANGES/TERMINATION

BUYER may at any time, by written Change Order, suspend performance in whole or in part; make changes in drawings, designs, specifications, 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 of 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. If production of the goods or materials or 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 goods, materials and services, the manufacture or 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 goods, materials or performance of services ordered pending a determination of whether or not BUYER will cancel the Order. 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 BUYER's election to suspend work. 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.

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. To the extent that the items ordered are manufactured to designs not originated by BUYER, SELLER guarantees that the sale and/or use of such items delivered hereunder will not infringe any United States or foreign patents.

SELLER shall 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.

APPLICABLE LAW AND DISPUTES

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 in the Montana Federal District Court, Missoula Division (hereafter "Federal Court"), and in the event such federal court lacks jurisdiction, then in the Tribal Court of the Confederated Salish and Kootenai Tribes (hereafter "Tribal Court"). In this regard, the Parties hereby expressly agree that the Federal Court (or the Tribal Court if the Federal Court lacks jurisdiction) 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. This Subcontract shall be governed by the laws applied by the Federal Court, or in the event the Federal Court lacks

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jurisdiction, the laws of the Confederated Salish and Kootenai Tribes. In any dispute arising under or related to this Subcontract, Prime Contractor agrees that it shall not assert sovereign immunity as a basis for objection to the jurisdiction of the Federal Court or Tribal Court as a defense to Subcontractor's claim.

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' chief operating officers 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 Missoula, Montana, 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 (or if the Federal Court lacks jurisdiction, to the Tribal 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 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 Prime Contractor, 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, indirect or consequential damages.

CENTRAL CONTRACTOR REGISTRATION (CCR)

Unless exempted by an addendum to this Order, SELLER is responsible during performance and through final payment of any Contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from BUYER's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, SELLER is required to review and update on an annual basis from the date of initial registration or subsequently update its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this 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 to: (i) change the name in the CCR database; (ii) comply with the requirements of FAR 42.12; and (iii) agree in writing to the timeline and procedures specified by the responsible BUYER's representative. SELLER must provide with the notification sufficient documentation to support the legally changed name.

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 CCR information that shows SELLER to be other than the SELLER indicated in the Order will be considered to be incorrect information.

SELLER shall not change the name or address for invoices or manual payments in the CCR database to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to SELLER's CCR record that indicates payments, including those made electronically, to an ultimate recipient other than that SELLER will be considered to be incorrect information.

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.

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ASSIGNMENT

This Subcontract is not assignable except with the prior written approval of the Prime Contractor which may be withheld in its sole and absolute discretion. The Prime Contractor 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 Prime Contractor which may be withheld in its sole and absolute discretion. Any approved lower-tier subcontractor shall likewise comply with the terms and conditions of the Prime Contract, the Subcontractor PWS, and applicable law and regulation. 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.

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.

TITLE

Unless specified elsewhere in this Order, title to items furnished under this Order shall pass to BUYER upon acceptance, regardless of when or where BUYER takes physical possession.

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.

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REQUIRED INFORMATION/DOCUMENTATION

Include the FMS Document Number, the Warranty and the Serial Numbers (if applicable) on all documentation.

- 1) Certificate of Conformance (include warranty period).
- 2) Material Safety Data Sheets (MSDS) are required for all hazmat items.
- 3) Lot / batch numbers are required for all hardware and chemicals.

SHELFLIFE REQUIREMENTS:

All items that have a shelflife expiration must have at least 80% shelflife remaining upon receipt.

Documents for shelflife items are required to reflect date of manufacture and date of expiration.

PACKAGING AND LABELING REQUIREMENTS:

All shipments must be packaged to prevent in-transit damage.

The contractor will ship the item(s) to the freight forwarder shown in the ship to address using form 1348. Contractor will ensure blocks 18, 19, 20 & 21 on the 1348 are completed. The 1348 and the packing list will be enclosed in a weather-proof enclosure and firmly affixed to the outside of the shipping container.

Unless otherwise stated, PROS IV material shall be packaged for favorable warehouse conditions Level A/B, (best Commercial) in accordance with MIL-STD-2073-1D (now superseded by MIL-STD-2073-1E). See special instructions for any specific packaging requirements.

Mark in accordance with the latest version of MIL-STD-129P (Bar Coding of shipping label required).

If rejected, any dented or damaged cans, drums and/or other containers will be returned to the vendor for repacking at vendor expense

S&K Logistics Services LLC. will not accept +/- variances unless previously stated on the vendor quotation and vendor order acknowledgement

SHIPPING REQUIREMENTS:

Product must ship by method stated on purchase order. If SKLS preferred shipping method is not available, contact SKLS prior to shipping.

S&K Logistics Services LLC. is not responsible for shipping costs if the vendor ships using their own freight account without S&K Logistics Services LLC. prior approval.

INVOICING:

In order to prevent delays in payment, please forward an invoice packet to Lynn Cook at lcook@skls-llc.com. She may be contacted at 478-971-6749. See terms and conditions for details.

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A completed invoice packet includes the following items:

- 1) Original invoice
- 2) Certificate of Conformance
- 3) Proof of shipment (one of the following)
 - a. Completed form 1348 with tracking number
 - b. Carrier tracking summary
 - c. Bill of lading number used for shipping
- 4) Current MSDS paperwork if the item is HAZMAT. The MSDS document must have the IATA ID number, Hazardous Class, UN Number, and Packing Group for shipping to international destinations by sea or air.

Include the FMS Document Number, the Warranty and the Serial Numbers (if applicable) on all documentation.

S&K Logistics Services LLC. terms and conditions are incorporated in all contracts/purchase orders

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:

- "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.

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The FAR/DFARS/AFFARS clauses incorporated by reference (as applicable) are the same as the dates of the corresponding clauses in PROS IV contract FA8630-12-D-5018.

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

PROS IV CONTRACT FLOW-DOWN CLAUSES

- 52.202-01 DEFINITIONS (JAN 2012) (Acquisition > \$150,000)
- 52.203-03 GRATUITIES (APR 1984) (Acquisition > \$150,000)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984) (Acquisition > \$150,000)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)(Acquisition > \$150,000)
- 52.203-07 ANTI-KICKBACK PROCEDURES (OCT 2010) (Acquisition > \$150,000)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (Acquisition > \$150,000)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (Acquisition > \$150,000)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Acquisition > \$150,000)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Acquisition > \$5,000,000)
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Acquisition > \$150,000)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996) (Acquisition involves access to classified information)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) (Acquisition > \$150,000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)(Acquisition > \$30,000)
- 52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012) (Acquisition > \$500,000)
- 52.210-01 MARKET RESEARCH (APR 2011)
- 52.215-02 AUDIT AND RECORDS --NEGOTIATION (OCT 2010) (Acquisition < \$150,000)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Acquisition > \$700,000)
- 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Acquisition > \$700,000)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Acquisition > \$150,000)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Acquisition > \$150,000)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Acquisition > \$150,000)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (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) (Acquisition > \$700,000)
- 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 > \$700,000)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) Applies to Cost CLIN{s} only. (Acquisition > \$150,000)
- 52.216-07 ALLOWABLE COST AND PAYMENT (NON-PROFIT) (JUN 2011)
- 52.216-11 COST CONTRACT --NO FEE (APR 1984) Applies to Cost CLIN{s} only.
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)
- 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011) (Acquisition > \$150,000)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (Acquisition > \$650,000)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE II (OCT 2001) (Acquisition > \$650,000)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -ALTERNATE III (JUL 2010) (Acquisition > \$650,000)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009) (Acquisition > \$2,500)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Applies to Cost CLIN{s} only. (Acquisition > \$150,000)

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- 52.222-03 CONVICT LABOR (JUN 2003) (Acquisition > \$150,000)
- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010) (Acquisition > \$2,500)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Acquisition > \$10,000)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Acquisition > \$10,000)
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Acquisition > \$100,000)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (Acquisition > \$15,000)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010) (Acquisition > \$100,000)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Acquisition > \$10,000)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007) (Acquisition > \$2,500)
- 2.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.222-49 SERVICE CONTRACT ACT --PLACE OF PERFORMANCE UNKNOWN (MAY 1989)
(Para (a), Places or areas are: [Http://www.state.gov/g/tip](http://www.state.gov/g/tip)
Para (a), Time and date are 'TBD')
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) (Acquisition > \$3,000)
- 52.223-02 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Acquisition > \$2,500)
- 52.225-07 WAIVER OF BUY AMERICAN ACT FOR CIVIL AIRCRAFT AND RELATED ARTICLES (FEB 2000) (Acquisition > \$150,000)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) (Acquisition < \$150,000)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Acquisition > \$150,000)
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996) APPLIES TO COST CLIN(S) ONLY
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
- 52.229-06 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
- 52.232-01 PAYMENTS (APR 1984) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
- 52.232-11 EXTRAS (APR 1984) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
- 52.232-17 INTEREST (OCT 2010)
- 52.232-20 LIMITATION OF COST (APR 1984) APPLIES TO COST CLIN(S) ONLY
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2008)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (Acquisition > \$3,000)
- 52.233-01 DISPUTES (JUL 2002)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985) APPLIES TO COST REINBURSEMENT CLIN(S) ONLY
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) APPLIES TO COST CLIN(S) ONLY.
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001) (Acquisition > \$700,000)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) APPLIES TO COST CLIN(S) ONLY.
- 52.242-13 BANKRUPTCY (JUL 1995) (Acquisition > \$150,000)
- 52.242.15 STOP-WORK ORDER (AUG 1989) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY.
- 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE 1 (APR 1984) APPLIES TO COST CLIN(S) ONLY.
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) APPLIES TO FIRM FIX PRICE CLIN(S) ONLY.
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) APPLIES TO FIRM-FIXED PRICE CLIN(S) ONLY.
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) ALTERNATE II (APR 1984) APPLIES TO FIRM-FIXED PRICE CLIN(S) ONLY.
- 52.243-02 CHANGES -- COST REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984) APPLIES TO COST CLIN(S) ONLY.
- 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'
- 52.244-02 SUBCONTRACTS (OCT 2010) (Acquisition > \$150,000)
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996) APPLIES TO COST CLIN(S) ONLY. (Acquisition > \$150,000)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- 52.245-01 GOVERNMENT PROPERTY (AUG 2010)
- 52.245-01 GOVERNMENT PROPERTY (AUG 2010) ALTERNATE I (AUG 2010) APPLIES TO FIRM FIXED PRICE CLIN(S) ONLY.
- 52.245-09 USE AND CHARGES (AUG 2010) APPLIES TO COST CLIN(S) ONLY.
- 52.246-03 INSPECTION OF SUPPLIES --COST-REIMBURSEMENT (MAY 2001)
- 52.246-04 INSPECTION OF SERVICES --FIXED-PRICE (AUG 1996) (Acquisition > \$150,000)
- 52.246-05 INSPECTION OF SERVICES --COST-REIMBURSEMENT (APR 1984)
- 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. (Acquisition > \$150,000)
- 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)
- 52.246-25 LIMITATION OF LIABILITY --SERVICES (FEB 1997) (Acquisition > \$150,000)
- 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
- 52.248-01 VALUE ENGINEERING (OCT 2010) (Acquisition > \$150,000)
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) Applies to Firm-Fixed-Price CLIN(s) only. (Acquisition > \$150,000)
- 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984) FIXED PRICE SERVICES
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) Applies to Cost CLIN (s) only.
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. (Acquisition > \$150,000)

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- 52.249-14 EXCUSABLE DELAYS (APR 1984)
Applies to Cost CLIN (s) only.
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
- 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) (Acquisition > \$150,000)
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
- 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 (DEC 2006) (Acquisition > \$150,000)
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) (Acquisition > \$700,000)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (MAY 2011) (Acquisition > \$700,000)
- 252.216-7006 ORDERING (MAY 2011)
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (SEP 2011) (Acquisition > \$650,000)
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (SEP 2011) ALTERNATE I (OCT 2010) (Acquisition > \$650,000)
- 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 (OCT 2011)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (OCT 2011) ALTERNATE I (OCT 2011)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
- 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010) (Acquisition > \$650,000)
- 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (JUL 2009) (Acquisition > \$150,000)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2011) (Acquisition > \$150,000)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010) (Acquisition > \$150,000)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Acquisition > \$500,000)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (SEP 2011)

- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)
- 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (DEC 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)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) (Acquisition > \$700,000)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS (JUL 2010)
- 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010)
- 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)
- 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (NOV 2010)
- 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) Para (b), Location is 'Integrated Team Warehouse 210 Andrew Dr. Stockbridge GA 30281' Para (c), List can be obtained from 'AFSAC/CS, Security Manager, (937) 904-0456.' Para (c), List and identify locations: 'TBD based on award.'
- 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) (Acquisition > \$150,000)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2011) Applies to Firm-Fixed-Price CLIN(S) only.
- 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)
- 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)
- 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (MAY 2011)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.201-9101 OMBUDSMAN (APR 2010) Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses Howard E. Marks Jr., Chief, Acquisition Center of Excellence, Aeronautical Systems Center, 1755 11th St, Bldg 570, Room 101, Wright-Patterson AFB, OH 45433-7404, email howard.marks@wpafb.af.mil, Voice Number: 937-255-8642 (DSN 785-8642) Fax Number: 937-656-7193 (DSN 986-7193)
- 5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) -ALTERNATE III (OCT 2010)
- 5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) -ALTERNATE IV (OCT 2010)
- 5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) -ALTERNATE VI (OCT 2010)
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003) Para (c), List of Class I ODSs.
- 5352.223-9003 ENHANCED SECURITY OF PRODUCTS (MAY 2003)

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