



ARMY R&R CONTRACT TERMS AND CONDITIONS

## Army R&R Contract W91CRB-19-D-0028

*S&K Logistics Services, LLC has a contract with the U.S. Army for management services to sustain a broad range of standard and non-standard components of military end items owned by Army FMS Customers. U.S. Army prime contract is W91CRB-19-D-0028.*

*The quotes submitted shall in no way obligate S&K for work performed. After a mutually acceptable agreement, S&K may issue Repair Orders for work to be performed on the items quoted.*

### REPAIR SOURCE QUALIFICATIONS

*Must provide proof of successful repair history:*

- Invoices, redacted contract showing Part Number/NSN
- Similar Item, provide explanation and provide invoice or contract
- SOF/CSI must be repaired by the ESA Approved Source, OEM or OEM repair Source.
- ISO 9001-2008

### INITIAL BID SUBMISSION

*Must provide the following:*

- Evaluation Fee and Turnaround Time
- Average Repair Price and Turnaround Time
- Any historical information on Over and Above
- Provide Cage Code and Shipping Address
- Price Justification
- With your quote, please state if your repair facility is in compliance with ISO 9001; 2000 or 2008, Quality Management Systems - Requirements or AS9100C Quality Management Systems requirements for aviation, space and defense organizations and supplemental requirements imposed by this contract. If not, please state your current quality certification.
- ANTI-LOBBYING CLAUSE FAR 52.203-12 Signed Statement (applicable over SAT):

- The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that 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 the awarding of this contract.
- If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- Submit Quotes and documents to ArmyR&Rquote@skls-llc.com

## CONTRACT REQUIREMENTS

### WARRANTY

All units require a 1 year warranty on repairs.

### CSI AND AVIATION ITEMS

- CSI and aviation units require a 3 year repair history (unless OEM).
- Critical Safety Items (CSI) -Army Aviation and Missile Command (AMCOM)-approved vendors only (including a Product Verification Audit (PVA))
- Aviation Non-CSI Items- Acceptable PVA within three years; repair activity within 3 years or quality systems in accordance with SKLS Supplier Qualification Plan (SQP) evaluation
- All other Repairs - ISO 9000 Certification or equal
- Electrical Work -IPC J-STD -001, Class 3 or IPC-A-610
- Soldering: Implement IPC J-STD-001, Class 3 or IPC-A-610, Class 3 into this contract and not allow regression of contractor or subcontractors currently meeting the terms of the high reliability soldering specifications. IPC J-STD-001,
- Class 3 or IPC-A-610, Class 3, shall be applicable solder specification when engineering documentation makes reference to soldering requirements.

### DPAS RATING

*As noted on individual order):*

- AMCOM - DO-1A, CECOM, TACOM or USASAC- No rating.

### PRIORITIES

*The SOR shall process requirements in the order received within each priority code, if applicable. Any other orders are to be processed as normal, unless otherwise stated.*

## UPON RECEIPT OF REPAIRABLE ASSET AT THE REPAIR FACILITY

- Verify Serial Number (S/N)
- Place S/N on Shipping Document
- E-mail Shipping Document, any form or tag that reflects the serviceability status of the item to ArmyR&Rquote@skls-llc.com
- Difficulties identifying S/N -E-mail: ArmyR&Rquote@skls-llc.com
- Provide receipt information of common carrier (date accepted)
- MISIDENTIFIED, MISDIRECTED, MISSING PARTS, IMPROPERLY PACKAGED OR DAMAGED
- If a repair unit is received by the SOR and upon inspection it is determined that the unit is either misidentified or misdirected, PLEASE contact the Logistics Specialist at 478-971-6773 or email ArmyR&Rquote@skls-llc.com.
- Please notify the Logistic Specialist when an item received is missing parts.
- Please notify the Logistic Specialist when an item received is improperly packaged or damaged.

## STATUS

*The Source of Repair shall provide a status update to S&K as requested.*

- Any time the Government request S&K to provide an updated status the SOR shall be required to provide to S&K.
- The SOR shall advise S&K of any repair delays and include cause, solution and revised TAT.
- The SOR shall request approval from S&K of any cost increase above the approved estimated cost.
- The SOR shall complete TTE within the timeframe of the executed P.O (based on quoted TAT) and send the results to S&K via e-mail or fax for approval. SOR shall provide a proposal encompassing the cost and scope of work for the needed repairs.
- The required repair shall be accomplished in accordance with the latest individual specific technical manual or the manufacturer's latest applicable manuals, drawings, specifications, and test procedures.
- Minor scratches and chipped painted surfaces shall be noted only. Determine that component or system meets operational/functional requirements. Cosmetics are to be accomplished only when component cabinet/case is damaged and may cause malfunction/failure. Surfaces to be painted shall be primed with metal primer prior to applying finish paint.

## CANCELLATIONS

*Repair Facility must agree that no costs will be incurred for assets NOT received or canceled.*

## AWAITING PARTS (AWP)

*It shall be the responsibility of the SOR to provide all parts necessary to repair the repairable item. However, when an item is AWP and delivery cannot be met within the agreed TAT the SOR shall notify S&K immediately. The unavailable parts(s) must be identified and estimated date of receipt provided. S&K will assist the SOR in trying to find the needed part with a shorter estimated date of receipt. The information would be provided to the SOR.*

## DOCUMENTS

*The SOR shall provide applicable documents to S&K such as, Repair Invoice, Certificates of Conformance (CoCs), and Component Removal and Repair/Overhaul Records (DA 2410), The SOR shall complete the applicable blocks of Copy 2 of DA Form 2410 including the block 49 (on the reverse of Copy 2) Parts Replaced During Repair/Overhaul. The remarks block of the DA 2410 shall contain what the incoming defect was found during the TT&E.*

- The SOR shall maintain all repairs, inspection, shipping and receiving documents for a minimum of two (2) years, after components are returned to the owning country.
- The SOR shall be required to allow the Government Contracting Officer or Contracting Officers Representative to review inspection records as requested.
- The SOR shall document delays when items cannot be repaired on time. Documentation shall include the cause, solution, and revised repair Turn Around Time (TAT) and provide this information to S&K.

## PRESERVATION, PACKING AND MARKING

*The SOR shall be responsible for preservation, packing and marking of all items. All Wood Packaging Material (WPM) must comply with the International Standards for Phytosanitary Measures Guidelines for regulating WPM in International Trade (ISPM 15). All WPM must bear the ISPM 15 official mark to signify compliance with the ISPM 15 standard. In order to ensure your WPM is compliant a listing of inspection agency contacts may be obtained by visiting the American Lumber Standards Committee website at [www.alsc.org](http://www.alsc.org) or contact the ALSC at 301-972-1700. When shipping containers are received that meet requirements and are suitable for return shipment of serviceable assets, they shall be reclaimed, stored, and protected for reuse.*

## GOVERNMENT COMMUNICATION

*SOR must not accept calls from SAMD government customers concerning any question or concern involving contracted services provided through contract W91CRB-16-D-0007 or W91CRB-19-D-0028. Only Assigned Contracting Officers (KO) and the CORs (if KO approved) may discuss contractual information with Contractors. This is not condoned in the Federal Acquisition Regulations (FAR) or Defense Federal Acquisition Regulations or DFAR. The procedures that are in place are to protect the subcontractor and contractor as well as the government. The government cannot and will not be responsible for any cost incurred or changes made by unauthorized contact. All calls should be routed to the KO, please contact S&K logistics to obtain this information.*

SHIPPING

- The SOR shall follow shipping instructions provided with each repair order.
- The SOR shall ensure each item for each FMS case line is managed, shipped and invoiced separately.
- The SOR shall ensure the commercial invoice/shipping document includes the FMS case/line, FMS requisition number, quantity, NSN or P/N, serial number (S/N) and REPAIR cost (not the acquisition cost).
- The SOR shall attach a copy of the commercial invoice/shipping document and CoC to the outside of a shipment located on both inside & outside of the package.
- The SOR shall provide a copy of the CoC, Packaging List, Carrier, Tracking Number to S&K via e-mail to mroinvoices@skls-llc.com

APPLICABLE FAR CLAUSES

*All SKLS Orders issued hereunder shall be in direct support of the U.S. Army Repair and Return prime contract. Therefore, the following “Flow-Down” clauses are incorporated herein as applicable.*

*The text of the “Flow-Down” clauses identified herein by the Federal Acquisition Regulation (FAR) or Defense Federal Acquisition Regulation Supplement (DFARS) clause numbers are incorporated by reference, subject to the following additional definitions and modifications indicated:*

<b>CONTRACTOR</b>	“Contractor” means “SELLER” in the context of the SKLS Order
<b>SUBCONTRACTOR</b>	“Subcontractor” means “SELLER’s vendors or suppliers” in the context of the SKLS Order.
<b>CONTRACT</b>	“Contract” means “SKLS Order”.
<b>GOVERNMENT</b>	“Government” means “S&K Logistics Services, LLC” in the context of the PO.
<b>PRIME CONTRACT</b>	“Prime Contract” refers to the U.S. Government contract under which the PO is issued.
<b>CONTRACTING OFFICER</b>	“Contracting Officer” means “SKLS Contract Administrator” acting as the Contracting Officer’s authorized representative within the context of the SKLS Order.

APPLICABLE FAR CLAUSES: ALL SUBCONTRACTS

- 52.203-3** Gratuities (APR 1984)
- 52.203-5** Covenant Against Contingent Fees (May 2014)
- 52.219-08** Utilization of Small Business Concerns (Oct 2014)
- 52.222-4** Contract Work Hours & Safety Standards—Overtime Compensation (May 2018)
- 52.222-21** Prohibition of Segregated Facilities (Apr 2015)
- 52.222-26** Equal Opportunity (Sep 2016)

- 52.222-50** Combating Trafficking in Persons (Jan 2019)
- 52.225-13** Restrictions on Certain Foreign Purchases (Jun 2008)
- 52.232-40** Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.245-01** Government Property (Apr 2012)
- 52.246-11** Higher-Level Contract Quality Requirement (Dpr 2014)
- 52.246-15** Certificate of Conformance (Apr 1984)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$3,500

- 52.222-54** Employment Eligibility Verification (Oct 2015)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$15,000

- 52.222-36** Equal Opportunity for Workers with Disabilities (Jul 2014)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$30,000

- 52.204-10** Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$35,000

- 52.209-06** Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$150,000

- 52.203-7** Anti-Kickback Procedures (May 2014)
- 52.203-12** Limitation on Payments To Influence Certain Federal Transactions (Oct 2010)
- 52.222-35** Equal Opportunity for Veterans (Oct 2015)
- 52.222-37** Employment Reports on Veterans (Feb 2016)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$250,000

- 52.203-6** Restrictions on Subcontractor Sales To The Government (Sep 2006)
- 52.203-17** Contractor Employee Whistleblower Rights & Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
- 52.222-17** Non-Displacement of Qualified Workers (May 2014)
- 52.227-1** Authorization and Consent (Dec 2007)
- 52.227-2** Notice and Assistance Regarding Patent And Copyright Infringement (Dec 2007)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$2,000,000

- 52.215-19** Notification of Ownership Changes (Oct 1997)
- 52.215-23** Limitations on Pass-Through Charges (Oct 2009)

APPLICABLE FAR CLAUSES: SUBCONTRACTS ABOVE \$5,500,000

- 52.203-13** Contractor Code of Business Ethics and Conduct (Oct 2015)

APPLICABLE DFARS CLAUSES

APPLICABLE DFARS CLAUSES: ALL SUBCONTRACTS

- 252.203-7002** Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
- 252.204-7000** Disclosure of Information (Oct 2016)
- 252.204-7012** Safeguarding Covered Defense Information & Cyber Incident Reporting (Oct 2016)
- 252.204-7015** Notice of Authorized Disclosure of Information For Litigation Support (May 2016)
- 252.225-7001** Buy American And Balance Of Payments Program -- Basic (Dec 2017)
- 252.225-7002** Qualifying Country Sources As Subcontractors (Dec 2017)
- 252.225-7012** Preference For Certain Domestic Commodities (Dec 2017)
- 252.225-7048** Export-Controlled Items (Jun 2013)
- 252.244-7000** Subcontracts for Commercial Items (Jun 2013)

APPLICABLE DFARS CLAUSES: SUBCONTRACTS ABOVE \$250,000

- 252.203-7001** Prohibition - Persons Convicted of Fraud or Other Defense Contract-Related Felonies(Dec 2008)

APPLICABLE DFARS CLAUSES: SUBCONTRACTS ABOVE \$500,000

- 252.226-7001** Utilization of Indian Organizations & Indian-Owned Economic Enterprises, & Native Hawaiian Small Business Concerns (Apr 2019)