

An ISO 9001:2008 Registered Company  
A division of AAR Manufacturing, Inc.

**NOTE**

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**CERTIFICATE OF CONFORMANCE**

A CERTIFICATE OF CONFORMANCE IS REQUIRED WITH EACH SHIPMENT AGAINST EACH ITEM OF THIS PURCHASE ORDER. THE CERTIFICATION MUST BE SIGNED BY A DULY AUTHORIZED OFFICER OR QUALITY REPRESENTATIVE OF THE SELLER. THIS CERTIFICATE SHALL BE ESSENTIALLY AS OUTLINED BELOW AND MUST INCLUDE THE SAME REQUIREMENTS. THIS CERTIFICATE WILL GIVE THE MANUFACTURER'S DATE CODE.

TO: AAR Mobility Systems DATE: \_\_\_\_\_  
ATTN: RECEIVING INSPECTION  
CERTIFICATE OF CONFORMANCE  
AAR Mobility Systems PURCHASE ORDER NO. \_\_\_\_\_ ITEMNO/S.  
\_\_\_\_\_

SELLER CERTIFIES THAT:  
THIS MATERIAL PROCESS AND PARTS FURNISHED ON THIS PURCHASE ORDER WERE PRODUCED IN CONFORMANCE WITH AAR Mobility Systems SPECIFICATIONS AS CALLED FOR ON ABOVE PURCHASE ORDER/OR FURNISHED BY AN AUTHORIZED DISTRIBUTOR OF A QUALIFIED A MANUFACTURER.

SELLER \_\_\_\_\_

BY \_\_\_\_\_

MANUFACTURER'S CODE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

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**TEST DATA REQUIREMENTS**

The Seller shall maintain data on file for a minimum of six (6) years which shall include the following:

1. Each unit identified in such a manner so as to relate unit with data sheet (normally a serial number).



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**2. Data sheets must indicate compliance with "Individual Test" section of the applicable specification and shall include the test parameters and actual readings obtained. Copies of specific test data shall be in the mail to AAR Mobility Systems within 24 hours of receipt of request.**

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**MATERIAL CERTIFICATION**

**TO: AAR Mobility Systems**

**DATE**

\_\_\_\_\_

**ATTN: RECEIVING INSPECTION**

**AAR MOBILITY SYSTEMS PURCHASE ORDER NO. \_\_\_\_\_ ITEM NO./S**

\_\_\_\_\_

**MATERIAL CERTIFICATION**

**SELLER CERTIFIES THAT:**

**THE MATERIALS AS FURNISHED ON THIS PURCHASE ORDER ARE IN CONFORMANCE WITH APPLICABLE AAR AND/OR AAR Mobility Systems SPECIFICATIONS AS CALLED FOR ON ABOVE PURCHASE ORDER, AND CHEMICAL AND/OR PHYSICAL TEST REPORTS ARE ON FILE SUBJECT TO EXAMINATION AT ANY TIME.**

**SELLER** \_\_\_\_\_

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

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**SELLER QUALITY CONTROL SYSTEM**

**6-1, CATEGORY I – Seller shall provide and maintain an inspection system acceptable to AAR Mobility Systems. (Seller may elect to Maintain a system meeting CATEGORY II or III requirements.)**

**A. If the product supplied to AAR Mobility Systems has been manufactured in whole or in part by Seller, Seller's inspection System shall, as a minimum:**

- 1. Assure that material submitted to AAR Mobility Systems for acceptance has been inspected and tested, and conforms to purchase order requirement.**
- 2. Provide for maintenance of documented evidence of the inspection and test results. Such evidence shall be available for review by AAR Mobility Systems.**
- 3. Provide for the maintenance of records attesting to the adequacy and accuracy of all test and measurement equipment. The calibration of measuring and test equipment shall be in conformity with ISO/IEF 17025; such records shall be available for review by AAR Mobility Systems.**

**B. If the Seller is a distributor of manufactured product, Seller's inspection system shall, as a minimum:**

- 1. Assure that product supplied to AAR Mobility Systems has been obtained by the Seller, only from the manufacturer designated by AAR Mobility Systems, and that records are maintained (and available for review by AAR Mobility Systems) attesting to this fact.**
- 2. Assure that material is received, stored, handled, and shipped to AAR Mobility Systems in such manner as to preclude damage, such as electrostatic discharge damage, age deterioration, or any other condition, which degrades the product quality/reliability.**
- 3. Assure that material supplied to AAR Mobility Systems is not material that has been returned to the Seller by any customer or Sellers, including AAR Mobility Systems, and is not material obtained from any other distributor, broker, etc.**
- 4. Require manufacturer's date code on all solderable items.**

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**C. Seller shall take positive corrective action to prevent continued shipment of material identified as nonconforming by AAR or retained "as is" by AAR Mobility Systems. Seller shall determine the root cause of the nonconformance and shall make the necessary changes to his production and inspection to assure that elimination of the defect and shall document these changes and make such documentation available for review by AAR Mobility Systems. If corrective action cannot be taken by Seller, Seller shall notify AAR Mobility Systems of inability to correct the problem, and the reason why corrective action cannot be taken.**

**D. AAR Mobility Systems may perform reviews and evaluations as reasonably necessary to ascertain compliance with this requirement. AAR Mobility Systems has the right to inspect and test all material covered by this purchase order, at all places and times, including the period of manufacture. If AAR Mobility Systems performs inspection or test on the systems whether such material has been returned to Seller by AAR Mobility Systems premises of the Seller or a subcontractor, Seller shall furnish and require the subcontractor to furnish, without added charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Such inspection and verification rights shall also be extended to AAR Mobility Systems customer.**

**6-2, CATEGORY II – Seller shall maintain inspection system in conformance with mil-i-45208 and/or ISO 9001. Any change to your quality system which may affect inspection, conformity, or airworthiness shall be immediately forwarded to AAR Mobility Systems, attention QA Department.**

**6-3, CATEGORY III – Seller shall maintain a quality control system in conformance with MIL-Q-9858 and/or ISO 9001/9002. Any change to your quality control system which may affect inspection, conformity, or airworthiness shall be immediately forwarded to AAR Mobility Systems, attention QA Department.**

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**DISTRIBUTORS/TRACEABILITY TO MANUFACTURER**

**Distributor shall identify the manufacturer for all supplies provided. Each mfr./date code shall be identified separately. Material shall be traceable to the actual manufacturing source. In the case of bulk items, this may be accomplished by bag and tag method.**

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**CONTINGENT AAR SOURCE INSPECTION**

During performance on this order, your quality control or inspection system and manufacturing process are subject to review, verification and analysis by authorized AAR representatives. AAR inspection or release of product prior to shipment is not required unless you are otherwise notified. You shall provide a copy of this purchase order to your AAR representative upon his request.

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**NON CONFORMING MATERIAL**

When it is indicated that nonconforming product may have been supplied to AAR Mobility Systems, notification shall be made immediately to the buyer. Notification shall include sufficient traceability information to locate effected parts/ material. Notification shall also include corrective action implemented or in process.

The Seller is not authorized to deliver product dispositioned as repaired or use-as-is unless specifically authorized by AAR Mobility Systems' quality organization, if: The product is produced to AAR Mobility Systems' design, or the non conformance results in a departure from contractual requirements

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**FIRST ARTICLE SAMPLES**

A First Article inspection report must be submitted with the first shipment of any AAR Mobility Systems part number being manufactured for the first time, or lapse in production of more than two years, or change in manufacturing location or change in manufacturing process. Any subsequent ECO's incorporated by a purchase change order will require an addendum to the original first article which documents the affected changes.

When documenting the FAI, the Seller may use the forms contained with the SAE AS9102 specification or their equivalent, so long as the forms contain all the information

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required by SAE AS9102. The first article report must show compliance to all requirements, and actual dimensions/test results must be recorded.

Items produced by the supplier prior to AAR Mobility Systems' approval of the first article shall be at the suppliers risk. In the event of conflict between first article reports and this contract, the terms and provisions of the contract, including reference documents specified, shall take precedence.

This requirement does not apply to distributors or common off the shelf items produced to OEMs.

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**ESD CONTROL PROGRAM**

Electronic parts and/or assemblies shall be protected from damage by electrostatic discharge during manufacturing, handling, packaging, and shipment in accordance with the requirements of MIL-STD-1686.

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**CONTROL OF SUBTIER SPECIAL PROCESS SUPPLIERS**

Supplier shall control special process suppliers in accordance with ISO 9001 or equivalent or use AAR Mobility Systems/AAR Mobility Systems' customer approved special process suppliers.

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**SHELF LIFE MATERIALS**

When materials with limited shelf life are received at AAR Mobility Systems, we would

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expect to have 95% of the useful life remaining. AAR Mobility Systems will not accept materials with less than 75% shelf life without written authorization from the AAR Mobility Systems buyer. An example of justification for limited life would be: Material urgently needed, or material to be used within the specified shelf life remaining.

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**REPORTING OF PART/PRODUCT MATERIAL COMPOSITION**

The supplier shall provide evidence that the material composition reporting that is required AAR Mobility has been completed of the part and that reported data complies with all customer specific requirements.

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**PRODUCT TRACEABILITY**

The supplier must adhere to the ISO 9001 Standard of Product Identification and Traceability and always identify its products from applicable drawings, specifications, or other documents, during all stages of production, delivery, and installation, where appropriate.

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**PROCESS FLOW DIAGRAMS (PFD)**

The supplier shall have a process flow diagram. Process flow diagrams for "families" of similar parts are acceptable if the new parts have been reviewed for commonality by the supplier. The PFD must represent the process flow of material from receipt of raw material to finished goods at the dock for shipment.

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**WELD FIXTURES**

All weld fixtures must be certified by either the fixture manufacturer or the Supplier. Certification requires the weld fixture be validated by verifying the part dimensions to the design record requirements. For characteristics that may result in distortion or warpage concerns, the Supplier shall verify the weld process capability. The supplier shall bring any concerns to the attention of the Supplier Quality Engineer at AAR for agreement on corrective action.

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**MASTER SAMPLE**

The supplier is required to retain a Master Sample for all parts/components with a saleable value of \$100 or less. This sample must be retained for a period of the duration of AAR's contract with their customer. The Master Sample must be appropriately labeled with traceability. The Supplier is responsible to ensure appropriate preservation of the Master Sample.

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**FASTENER QUALITY PROGRAM**

The Seller must develop a program to assure fasteners conform to the specifications to which they are represented to be manufactured, to provide for accreditation of laboratories engaged in fastener testing, to require inspection, testing and certification in accordance with standardized methods of fasteners. All externally threaded fasteners in which drawings specify Grade 5 and metric 8.8 or greater, must have available chemical and physical certifications, from an accredited laboratory. Certifications must include lot traceability back through the manufacturing system to the heat lot of raw material used. It is not necessary for shipments to include certification documents, however, the supplier must be able to provide these certifications within 24 hours of request. Cartons must be marked with a unique lot number, which allows the supplier to trace material back to manufacturer. Cap screws or flange bolts which not have a manufacturers head marking on them will not be accepted. Cap screws must be produced per applicable International Fastener Institute (:IFI"), SAE J429, SAE 1199, ISO or DIN standards. Reference: Fastener Quality Act Public Law No. 106-34 (1999).

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**SURFACE FINISH**

Surface finish (to include paint and plating) shall be in accordance with FM100, PS100 and QCP-288.

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**QUALIFIED PRODUCTS LIST (QPL)**

Seller supplying products such as primers, paints, oils, welding rods, batteries, switches, regulators, etc., or performing finishing operations such as painting, are responsible for furnishing/using items listed on the QPL, or those approved for inclusion on the list.

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**WELDING, BRAZING, AND SOLDERING**

Suppliers must comply with the appropriate industry accepted codes and standards, such as AWS, ASME or MIL-specs, as they apply to the components manufactured and supplied to AAR Mobility Systems. Suppliers MUST certify and maintain a record of any and all personnel that weld on AAR Mobility Systems components per the accepted codes and standards, along with maintaining that certification to satisfy AAR's customer requirements. Welding is not used as a repair measure for defective parts unless approved by the Material Review Board (represented by AAR QA, AAR engineering and government QA) and follows approved weld repair procedures in accordance with the appropriate industry accepted codes and standards as they apply to the components manufactured and supplied to AAR Mobility Systems. AAR welds to the internal standards of WS 100 and WS 101, which meet American Welding Society codes and standards as they apply to internal product. The following list includes, but is not limited to the relevant AWS publications as they apply to WS 100 and WS 101. AWS D14.3 Specification for Welding Earth Moving & Construction Equipment. AWS D1.1 Structural Welding Code -- Steel. AWS D1.2 Structural Welding Code -- Aluminum. AWS D1.3 Structural Welding Code -- Sheet. AWS D9.1 Sheet Metal Welding Code. AWS A2.4 Standard Symbols for Welding, Brazing, & Nondestructive Examination. AWS A3.0 Standard Welding Terms & Definitions.

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#### **MANUFACTURER'S IDENTIFICATION SYMBOL LIST REQUIREMENT**

**a. Definitions.**

- (i) **MANUFACTURER**, as used in this clause, means the actual source which substantially makes a product out of raw materials.
- (ii) **MANUFACTURER'S IDENTIFICATION SYMBOL**, as used in this clause, means a unique marking or logo normally applied to threaded steel fasteners during the manufacturing process that distinguishes such products from similar products of other manufacturers.

**b. This clause establishes requirements to advance the Government's objective that all threaded steel fasteners procured from a Government or contractor-owned technical data package (TDP), as further described herein, be identified by a manufacturer's identification symbol listed by the Defense Industrial Supply Center (DISC).**

**c. This clause applies to end items:**

- (i) where the government TDP specifies the use of Steel Cap Screws (threaded steel fasteners) in accordance with Federal Specification FF-S-85C, American National Standards Institute B 18.2.1-1981, and various Military Standard drawings which specify SAE Alloy Steel; or
- (ii) in which threaded steel fasteners of a unique contractor design are employed pursuant to a contractor-owned TDP.

**d. The Seller agrees to furnish to the Buyer end items which contain only threaded steel fasteners procured by a manufacturer whose identification symbol has been listed by DISC. If the manufacturer's symbol has not been listed by this agency, the manufacturer should submit its symbol to DISC at the following address without delay for immediate listing:**

**Defense Industrial Supply Center  
ATTN: DISC-ESA  
700 Robbins Avenue  
Philadelphia, PA 19111-5096  
Phone (877) 352-2255  
<http://www.dscp.dla.mil>**

**e. The DISC list of manufacturer's identification symbols includes those manufacturers that were listed with the American Society of Mechanical Engineers (ASME) as of June 30, 1988. Manufacturers listed with ASME as of June 30, 1988 need not apply for listing by DISC.**

**f. The Seller is responsible for ensuring that all hardware procured from a Government TDP meets the specifications of the TDP, and that all threaded steel fasteners employed in and items procured from either a Government or contractor-owned TDP reflect a**

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### COUNTERFEIT GOODS

(a) Seller shall not furnish to Buyer any Goods under this contract that are “Counterfeit Goods,” defined as Goods or separately-identifiable items or components of Goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM) item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (iv) have not passed successfully all OEM required testing, verification, screening, and quality control processes.

(b) Seller shall implement an appropriate strategy to ensure that Goods furnished to Buyer under this contract are not Counterfeit Goods. Seller’s strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM’s original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability the OEM; or (iii) test and inspection records demonstrating the item’s authenticity.

(c) Counterfeit Goods delivered or furnished to Buyer under this contract are deemed nonconforming. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this contract, Seller promptly shall notify Buyer and replace, at Seller’s expense, such Counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this contract. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced. The remedies contained in this article are in addition to any remedies Buyer may have at law, equity, or under other provisions of this contract.

(d) Seller bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this article.

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### TIMBER AND WOOD CONTAINING PRODUCTS

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**1. The Seller shall comply with the below policy on procurement of timber and wood-containing products. The Seller shall ensure that:**

**(a) all Timber (as defined in Clause 1.c), delivered to the Buyer under the Contract or consumed during performance of the Contract shall derive from trees or other plants that have been harvested and exported in strict accordance with the applicable law or laws of the country in which trees or other plants grew; and**

**(b) where any Timber delivered to the Buyer under the Contract or consumed during performance of the Contract derives from any species of tree, trade in which is regulated by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), the Seller shall comply with the CITES requirements that permit trade in that species of tree; and**

**(c) all timber and wood-containing products ('TIMBER'), including, but not limited to joinery, fittings, furniture, veneers and non-returnable packaging delivered to the Buyer under the Contract or consumed during performance of the Contract are derived from timber lawfully obtained from forests and plantations which are managed to sustain their biodiversity, productivity and vitality, and to prevent harm to other ecosystems and any indigenous or forest-dependent people.**

**2. In respect of each delivery of Timber to the Buyer under the contract, and all Timber consumed during the performance of the contract:**

**(a) the Seller shall obtain and retain documentary evidence that such Timber has been procured in accordance with Clause 1;**

**(b) such documentary evidence shall include, but may not be limited to, certification by properly accredited organizations to meet the standards set by the Forest Stewardship Council or equivalent body. The Seller shall be responsible for demonstrating the authenticity of such certification; and**

**(c) where the Timber to be delivered under the Contract or consumed during performance of the Contract is tropical hardwood, the Seller shall obtain independent verification of the documentary evidence required under this Clause.**

**3. The Buyer reserves the right at any time during the performance of the Contract and for a period of 6 years from final delivery under the Contract to require the Seller to produce the documentary evidence, and independent verification where applicable, required by Clause 2, for the Buyer's inspection within 14 days of the Buyer's written request.**

**4. The Seller shall provide to the Buyer, using form 691A, such data or information as the Buyer requires in respect of Timber delivered to the Buyer in accordance with Clause 1 under the contract, or in respect of each Order in the case of an Enabling Contract, or as such frequency as stated in the Contract. The Seller shall send all completed forms 691A, including "none" responses where appropriate, to the Buyer.**

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5. The Seller shall provide all documentary evidence, independent verification, data and other information required by this Clause in a form acceptable to the Buyer, which may include electronic means.

6. The Buyer reserves the right to reject any Timber delivered which does not comply with the provisions of Clause 1, or for which the Seller has not obtained such documentary evidence or independent verification of such evidence as required by Clause 2. Where the Buyer exercised its right to reject any Timber, the Seller shall supply alternative Timber which complies with the provisions of Clause 1 at no additional cost to the Buyer and within a period to be determined by the Buyer.

7. The obligations of this clause do not extend to the delivery of reclaimed or recycled Timber, which may be used where it fully meets the Contract requirements.

8. The Seller shall place similar obligations on its subcontractors and shall require their subcontractors to flow down similar obligations to all levels in the supply chain.

9. See form 691.

24-Nov-2010

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#### MONTREAL PROTOCOL

For the purposes of this contract, Seller must disclose to Buyer any substance on the Montreal Protocol Substances List (Annex E) that are contained in the goods (including packaging) which are the subject of this Contract. The Seller shall provide a complete list specifying:

- i. all substances listed at Annex E (adopting the nomenclature used therein) contained in the Goods (including the packaging thereof, whether or not specified or not specified in the Contract), and
- ii. the quantity of each of the substances at Annex E contained in the Goods, and
- iii. where in the Goods (including packaging) the substances listed in Annex E are contained, or
- iv confirm that you have a “none” response in respect of i, ii, and iii above.

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#### KYOTO PROTOCOL

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- a. Emissions of greenhouse gases are accepted as having an adverse effect on the Earth's climate. The most important greenhouse gases, carbon dioxide, methane, nitrous oxide, HFCs, PFCs and sulphur hexafluoride, came under the remit of the UN Framework Convention on Climate Change, agreed at the Earth Summit in 1992.
- b. Industrial nations set themselves a target of reducing their emissions of the gases to 1990 levels by 2000. The 1997 Kyoto Protocol set legally binding targets for emissions reductions to be achieved by 2008-2012. The UK is required to reduce its emissions of the gases by 12.5% from 1990 levels.
- c. New designs of equipment shall not use, or incorporate any controlled CFCs or Halon fire extinguishers.
- d. For the purposes of this contract, Seller must disclose to Buyer any substance on the Kyoto Protocol List that are contained in the goods (including packaging) which are the subject of this Contract. If there are none, please state that.

24-Nov-2010

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#### **REQUIREMENTS FOR SPECIAL PROCESSES**

Any special processes that are done in the performance of this contract/PO (example: soldering, cleaning, x-ray, welding, magnetic particle and penetrant inspection, heat treating, plating, etc.) must be approved by Lockheed Martin for the special process(es).

24-Nov-2010

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#### **PROCESS CHANGES**

Parts supplied under this contract shall be homogenous and identical. The Seller shall not implement any changes in the design, process steps, process sequence, consumable materials used, suppliers of components, supplier of processes and/or tooling used in the manufacturing of items supplied under this contract without the express written authorization of the Buyer. A design change shall be defined as all changes in materials, material characteristics, and all dimensional changes. A processing/method of manufacturing change shall be defined as a change in processing methods, e.g., plating, wiring routing, heat treat, sub-tier supplier, etc. Tooling in the context of this note includes shop-aids, molds, holding fixtures, acceptance tooling and any other tools used to assist in manufacturing the first or any subsequent production article.

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The Seller shall submit a formal request for change to the appropriate Buyer. The proposal shall provide a full and adequate description of the proposed change including an anticipated effectivity date. The buyer shall forward the technical disposition to the Seller. If the change is approved, the Seller shall provide the Buyer with a firm effectivity date. Failure to notify the Buyer may result in rejection of items produced subsequent to changes. If a first article is a requirement of this contract, cost incurred, as a result of performance of a new first article will be the sole responsibility of the Seller.

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**COMMERCIALLY AVAILABLE PARTS**

Commercially available parts supplied to this order must be an exact match to the part number ordered. Upgraded, alternate or equivalent parts must receive approval by purchase order amendment prior to shipment and acceptance by Buyer. Custom drawings shall be supplied exactly as ordered. Internal parts used on assemblies shall only be those specified on the parts list. Parts procured to specifications such as MIL, MS, SAE, ETC. may be substituted as allowed by the subject specification. Non-conforming hardware shall not be shipped unless accompanied by written authorization from the Buyer.

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**TIN PLATING**

The use of pure unalloyed tin is prohibited in the construction and surface finish of “goods required to be deliverable to Buyer under this Purchase Contract”

Construction and finish include solders and plating. Tin is considered to be pure if it contains greater than 97% tin and less than 3% alloying elements.

08-Apr-2011

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**CONTAINER MARKING**

Each individual (point of use) container (can, bottle, drum, spool, cartridge, spool, etc) containing the material to be delivered hereunder, must be clearly and permanently marked per the following:

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- (1) Date of manufacturer or ship date, whichever controls shelf life limitation
  - (2) Expiration date
  - (3) Specification or material control number
  - (4) Batch/lot number (if applicable)
  - (5) Purchase agreement number. In addition, mark per the applicable specification.
- Forward all of the above information on the pack list or certification, with each shipment.

01-Jan-09

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**ISO 9001**

The supplier shall comply with the requirements of ISO 9001:2008 or equivalent.

01-Jan-09

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**QUALITY MANAGEMENT SYSTEM**

AAR Mobility requires that our Supply Chain adhere to the requirements of the ISO 9001-2008, or preferably ISO/TSO 16949 standards. As a minimum the supplier shall possess all AIAG (Automotive Industry Action Group) Core Quality Tool Manuals- latest editions. The required reference Manuals are listed below: APQP- Advanced Product Quality Planning; PPAP- Production Part Approval Process; FMEA- Failure Modes Effects Analysis; SPC- Statistical Process Control; MSA- Measurement Systems Analysis. The above Manuals can be purchased at [www.aiag.org](http://www.aiag.org). Supplier's Quality Management System documentation shall include the following: A documented Quality Policy and Quality Objectives; A Quality Manual compliant to ISO 9001:2008 or ISO/TS 16949:2002; Documented procedures as required by this Manual; Documents needed by the organization to ensure the effective planning, operation and control of its processes, and records required by this Manual

06-Aug-10

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**VERIFICATION OR ACCEPTANCE TEST DATA**

Supplier shall include with each shipment a copy of verification or acceptance test data, in accordance with specified requirements. Test reports shall include:

- Lot/batch/serial number identity of material or item tested,
- Total lot quantity, quantity passed, quantity failed
- Total quantity of parts shipped
- Manufacturer name and part number, part marking if different
- Buyer part number

01-Jan-09

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**FABRICATED MATERIAL**

Material to be manufactured in accordance with the blue prints provided with this Purchase Order. Any blueprints and mylars provided for the manufacture of this material is the property of AAR Mobility Systems and must be returned immediately upon request.

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**PPAP REQUIREMENTS**

The supplier shall meet all specified PPAP requirements as well as those outlined in the AIAG Production Part Approval Process Manual- latest edition. Production parts shall meet all customer engineering design record and specification requirements to include all safety and regulatory requirements.

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**IDENTIFICATION OF MANUFACTURER OF PRODUCT**

Supplier of the product being delivered against this Purchase Order shall provide the name, address and cage code of the manufacturer (mark on shipper [preferred] and/or smallest unit container). Use of other manufacturers or distributors does not relieve the supplier of its responsibility of meeting all of the requirements of this Purchaser Order.

01-Jan-09

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**Adequacy of Cleaning Processes (Cleanliness)**

Delivered parts and assemblies must be clean and free from any material/debris, such as machined chips, burrs, grinding dust, forming materials, corrosion, oil and other foreign material on surfaces, as well as in entrapped areas.

01-Jan-09

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**CERTIFICATE OF CONFORMANCE UNITED STATES COAST GUARD (Ref. FAR 52.246-15)**

**A CERTIFICATE OF CONFORMANCE IS REQUIRED WITH EACH SHIPMENT AGAINST EACH ITEM OF THIS PURCHASE ORDER. THE CERTIFICATION MUST BE SIGNED BY A DULY AUTHORIZED OFFICER OR QUALITY REPRESENTATIVE OF THE SELLER. THIS CERTIFICATE MUST COMPLY EXACTLY WITH THE LANGUAGE BELOW.**

The certificate shall read as follows:

I certify that on \_\_\_\_\_(insert date), the \_\_\_\_\_(insert Contractor's name) furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_(Carrier) on \_\_\_\_\_(identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements,

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including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

DATE OF EXECUTION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

04-Mar-10

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**PROCESS FAILURE MODE AND EFFECTS ANALYSIS (PROCESS FMEA)**

AAR Mobility requires Suppliers to develop and maintain a Process FMEA in accordance with the requirements outlined in the AIAG FMEA reference Manual. The supplier shall use the FMEA template within the AAR PPAP workbook and the FMEA lists for severity, detection and occurrence.

06-Aug-10

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**CONTROL PLAN**

The supplier shall have a Control Plan that complies with all AAR Mobility requirements. The supplier shall use the Process Flow Diagram and FMEA to verify line of sight to the control plan. The control plan must include all Critical Product Characteristics and process controls driven by the FMEA process. In verifying effectiveness of the Control Plan, the Supplier shall account for all operations in the Process Flow Diagram and FMEA. Failure to comply will result in a rejected PPAP and/or request for re-submission of the Control Plan or other applicable documents.

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**DIMENSIONAL RESULTS**

The Supplier shall provide evidence of dimensional verification as required by the design record and the Control Plan providing compliance with specified requirements. The Supplier shall record actual results for all dimensions, characteristics, and specifications as noted on the design record and Control Plan.

06-Aug-10

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**RECORDS OF MATERIAL/PERFORMANCE TEST RESULTS**

The supplier shall have records of material and/or performance test results for tests specified on the design record of control plan.

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**MATERIAL TEST RESULTS**

The supplier shall perform all chemical, physical, metallurgical, or mechanical property tests for all parts and product materials when chemical, physical, metallurgical or mechanical property requirements are specified by the design record or Control Plan. Material Test Results shall indicate and include the following: The Design record change level of the parts tested; Any authorized engineering change documents that have not yet been incorporated in the design record; The number, date, and change level of the specifications to which the part was tested; The date on which the testing took place; The quantity tested; The actual results, and The material Supplier's name and vendor code.



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**MEASURING AND TEST EQUIPMENT**

**The seller shall provide, calibrate and maintain gages, tools, jigs, fixtures and dies that control/measure dimension or other characteristics that affect quality. The calibration system shall meet or exceed MIL-STD-45662**

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### **FIRST ARTICLE INSPECTION**

The first article inspection (FAI) requirement as described within shall be in accordance with AS9102, Aerospace First Article Inspection Requirement. The FAI item shall be from the first production run, which excludes prototype parts or parts using methods different than intended for production. The FAI is to be complete, independent, and documented physical and functional inspection process to verify an acceptable item is procured as specified by engineering drawings, planning, purchase order, engineering specifications, and/or other applicable design documents. FAI data for functional characteristics (Test) will be in accordance with the Engineering Drawing. The First Article Documentation/Report shall be equivalent to the documentation specified within AS9102 in both format and content. A copy of the FAI report shall be submitted with the final product and original FAI report is to be maintained by the supplier. Suppliers may obtain copies of the AS9102 forms/documentation from <http://www.sae.org/aagg/publications/as9102a-faq.htm>. If source inspection is accomplished at the supplier's facility the supplier shall submit the FAI document to the source inspector for review. Satisfactory completion of the FAI is required for the acceptance of product by the Buyer. Parts or manual conforming to an established industry or national authority published specification, which have all characteristics identified by text description, (ie. Cots and mil-spec parts) are not subject to a FAI. FAI shall be performed with the occurrence of any of the following events.

- A. First time product is manufactured.
- B. A change in design affecting form, fit or function of the part (is applicable only to those characteristics affected by the change).
- C. A change in manufacturing source(s) or location of manufacture.
- D. Changes in process(es), methods(s), tooling or materials, shall be communicated to for determination of FAI requirement.
- E. Change in numerical control program or translation to another media that is utilized to procure end item equipment/parts.
- F. A lapse in production for two years or as specified/agreed to by the Buyer.
- G. A natural or man-made event, which mat adversely affect the manufacturing process.

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**CARC APPLICATION AND QUALITY CONTROL**

**MIL-C-53072 – CARC Application and Quality Control. Seller must conform to this special process requirement which must be approved by Lockheed Martin Quality Representatives.**

24-Nov-10

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**AWS D1.2 – STRUCTURAL WELDING CODE ALUMINUM**

**Seller shall conform to this special process requirement which must be approved by Lockheed Martin Quality Representatives.**

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### **QUALITY RECORDS**

Quality records (such as first article inspection, test reports, and certifications) in the performance of this PO shall be maintained by the Seller in a controlled condition for a minimum of (5) years from completion of purchase order. A certificate of conformance for this PO shall be maintained by this Seller. These records shall be maintained in protected condition, remain legible, retrievable by PO number and made available to the Buyer, its customers and/or regulatory authorities. Buyer may request delivery and/or additional requirements of these records as specified with the PO (including supporting documentation such as statement of work or PO text note.) Additional record requirements as stated within the PO will take precedence.

24-Nov-1

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### **APPROVED PROCESS SOURCE**

Sellers process sources shall be an approved processor or shall use approved processors as required by D1-4426, "Approved Process Sources". A list of the approved processors and associated process are available at <http://www.boeing.com/companyoffices/doingbiz/d14426/index.html>.

A Certificate of Conformance and/or equivalent Process Certificate, signed by an authorized agent of the Processor/Seller shall be maintained by Seller. The certificate shall include purchase contract number, part number(s), Trace Number (as applicable), Process Specification number w/revision, processing date(s) and name and address of the Processor(s) performing each of the D1-4426 Process(es).

Buyer approval of any processor shall not relieve Seller or Seller's requirement to comply with the terms of this purchase contract.

08-Apr-11

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**CHANGE IN QUALITY MANAGEMENT REPRESENTATIVE**

**Seller shall promptly notify Buyer's Authorized Procurement Representative and Quality Representative of intended or actual changes in the management representative with assigned responsibility and authority for its quality management system.**

08-Apr-11

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**CHANGE IN QUALITY MANAGEMENT SYSTEM**

**Seller shall promptly notify Buyer's Authorized Procurement Representative and Quality Representative in writing of intended or actual major change to its quality management system that may affect the conformity of its goods or services. Each change to Seller's quality management system is subject to review by Buyer.**

**Seller shall include, as part of the written notification of change to its quality management system, a list of changed procedures identified by revision level, a description of the intent of the changes and a signed statement that compliance with Buyer's quality system approval has not been diminished.**

08-Apr-11

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**CHANGE IN MANUFACTURING LINE, FACILITY LOCATION OR PROCESS**

**Seller shall promptly notify Buyer's Authorized Procurement Representative in writing of intended or actual change to the manufacturing processes that may affect the quality of delivered goods and services. This includes changes to Seller's and Seller's subcontractors manufacturing facility locations for the contracted goods or services, equipment, or processes for which the product was qualified.**

**Seller shall promptly notify Buyer's Authorized Procurement Representative in writing of change to its quality control process that may affect the inspection verification of conformity or airworthiness. Notification shall document effect of change to inspection with respect to**

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**fit, form, reliability, function, conformity, airworthiness of the Seller's goods or services. Each change to Seller's quality control system is subject to review by Buyer.**

08-Apr-11

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**NATURAL DISASTER OCCURRENCE**

**Seller shall promptly notify Buyer's Authorized Procurement Representative of any occurrence of natural disaster that diminishes Seller's ability to deliver conforming goods or services.**

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**ENGLISH LANGUAGE**

**When specifically requested by Buyer, Seller shall make specified quality data and/or approved design data available in the English language.**

**Seller shall maintain an English language translation of (1) its quality manual, (2) the operating instructions that implement the quality manual requirements, and (3) an index of Seller's procedures that contain quality requirements. Buyer may require additional documentation to be translated, including but not limited to: shop orders, technical specifications, certificates, reports, and nonconformance documents.**

08-Apr-11

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**SELLER'S CHANGE NOTIFICATION PROCESS**

**Seller shall document a process for notifying Buyer of intended or actual changes described in the aforementioned requirements.**

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### **SELLER'S QUALITY SYSTEM**

Seller shall maintain a quality system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Seller or procured from Seller's subcontractors. Seller is responsible for performing or ensuring all inspections, tests and calibration necessary to substantiate that the goods or services furnished conform to contract requirements. Records of conformance shall be maintained on file at Seller's facility and upon request by Buyer these records will be made available or provided for review by Buyer. Seller's facilities and quality system are subject to Buyer review. Seller shall take prompt action to correct conditions that have or could result in goods or services that do not conform to contractual requirements.

If the product specification includes a Qualified Products List (QPL), or Qualified Manufacturers List (QML) then the manufacturer of the product must be listed on the QPL/QML.

If Seller is a Distributor or other than the manufacturer, then the manufacturer's name and location (city and state) shall be identified within Seller's shipping documentation.

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RFQ1

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### **RFQ STATEMENTS - US AAR**

AAR Mobility Systems Terms & Conditions will apply to this contract unless otherwise specified.

AAR Mobility Systems is not obligated to pay any costs incurred by the offeror in preparing or submitting this offer.

AAR Mobility Systems request the offeror's most favorable prompt payment discount terms. Offers must be in U.S. currency.

Unit price must include any and all charges, both recurring and non-recurring, associated with the part number. These costs must be amortized in the piece part price on the quote and invoice. The breakdown should be as indicated below... Part number: 200 Pieces @ \$5.00 (\$3.00 Each / \$1.00 Testing / \$1.00 Tooling)

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**The award will be made to the offeror that in AAR Mobility Systems judgment submits the best overall offer.**

**Identify any drawings, data, & data rights that are proprietary. AAR Mobility Systems will not receive or provide proprietary information without an executed Proprietary Information Agreement.**

**Offerors producing products where the country of origin is outside the U.S. or its territories and possessions, must identify the place of production or performance in the offer.**

**Offerors providing products with an origin outside the U.S. or its territories and possessions must identify ozone-depleting chemicals used to manufacture the products, if applicable.**

**Offerors providing products containing ozone-depleting chemicals must label the products in accordance with federal law.**

**All communication concerning AAR Mobility Systems solicitation or the offeror's bid shall be made through the authorized buyer identified in this solicitation. Unauthorized contacts are a basis for disqualification.**

**Answer completely each element & item of information requested, & explain & justify any omissions.**

**Offeror must state any changes to its business size or ownership characteristics, if any have occurred since its last written certification furnished to AAR Mobility Systems.**

**Per FAR 52.209-5, the offeror states by submitting an offer, they certify that they are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.**

**If Offeror intends to conduct quotation work for this solicitation using anyone other than U.S. citizens or permanent resident aliens (i.e. green card holders), Offeror must provide advance written notice to AAR Mobility Systems. In any event, Offeror is responsible for compliance with applicable export control laws and regulations. Unless notified otherwise, Offeror is to treat all drawings, specifications, Statements of Work (SOW), and other data submitted with a solicitation as technical data that has not been cleared for export. If you are considering transferring any of the data overseas or to a non-US citizen, you must secure written permission from AAR Mobility Systems before exporting.**

**For AAR Contracts (i.e. PO's with AAR Mobility Systems Terms and Conditions), The supplier, by submitting an offer, certifies that they are compliant with**

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1. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS,
2. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS,
3. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE,
4. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, AND
5. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING.

Definitions of any and all applicable contract clauses and copies of the AAR Mobility Systems terms and conditions referenced in this solicitation may be obtained on the Internet at: <http://www.AARMobilitySystems.com>

The anticipated contract type is Firm Fixed Price, unless otherwise stated on this RFQ or RFP.

The FOB point is Destination, freight is prepaid, unless otherwise stated on this RFQ or RFP.

If the resulting contract is expected to have a DPAS rating, the offeror will be required to follow all provisions of the Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700).

If a portion of the resulting contract is expected to have a DPAS rating, the offeror will be required to follow all provisions of the Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700) only as it pertains to the rated quantities.

If the offer, including options, exceeds \$550,000 and is in support of a U.S. AAR rated contract, Offeror may be required to submit a Small Business Subcontracting plan that fully meets the requirements of FAR 52.219-9.

Offeror may or may not need to pass a pre-qualification site survey prior to an award.

If the offer is in support of a U.S. AAR contract requiring cost or pricing data, offeror must provide Cost and Pricing Data, or submit a claim for Exemption/Exception from the Submission of Cost or Pricing Data.

If the requirement includes special quality process clauses, identify special processes used for the requirement & identify any sub-tier contractor performing the process.

If pricing for an option quantity is requested, price the option quantity as a separate line item.

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**All Technical Data furnished by AAR Mobility Systems shall be returned to AAR Mobility Systems or destroyed at completion of work at AAR Mobility Systems direction. A Written certification of destruction may be required.**

**AAR Mobility Systems reserves the right to make multiple awards.**

**AAR Mobility Systems reserves the right to request a Final Proposal Revision (FPR).**

**AAR Mobility Systems may conduct a facility survey.**

**Offerors may propose equivalent items & provide complete specifications demonstrating equivalency.**

**The quantity shown for each part number may not be a one-time shipment, but a forecasted usage over the life of the contract.**

**Scheduled deliveries to AAR Mobility Systems will either be discrete schedules or auto-replenishment with a forecast or pull production.**

01-Jan-09

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RFQ2

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**RFQ STATEMENTS - COMMERCIAL**

**AAR Mobility Systems Terms & Conditions shall be in effect for this contract, unless otherwise specified.**

**AAR Mobility Systems is not obligated to pay any costs incurred by the offeror in preparing or submitting this offer.**

**AAR Mobility Systems request the offeror's most favorable prompt payment discount terms. Offers must be in U.S. currency.**

**Unit price must include any and all charges, both recurring and non-recurring, associated with the part number. These costs must be amortized in the piece part price on the quote and invoice. The breakdown should be as indicated below... Part number: 200 Pieces @ \$5.00 (\$3.00 Each / \$1.00 Testing / \$1.00 Tooling)**

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**The award will be made to the offeror that in AAR Mobility Systems judgment submits the best overall offer.**

**Identify any drawings, data, & data rights that are proprietary. AAR Mobility Systems will not receive or provide proprietary information without an executed Proprietary Information Agreement.**

**Offerors producing products where the country of origin is outside the U.S. or its territories and possessions, must identify the place of production or performance in the offer.**

**Offerors providing products with an origin outside the U.S. or its territories and possessions must identify ozone-depleting chemicals used to manufacture the products, if applicable.**

**Offerors providing products containing ozone-depleting chemicals must label the products in accordance with federal law.**

**All communication concerning AAR Mobility Systems solicitation or the offeror's bid shall be made through the authorized buyer identified in this solicitation. Unauthorized contacts are a basis for disqualification.**

**Answer completely each element & item of information requested, & explain & justify any omissions.**

**Offeror must state any changes to its business size or ownership characteristics, if any have occurred since its last written certification furnished to AAR Mobility Systems.**

**Per FAR 52.209-5, the offeror states by submitting an offer, they certify that they are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.**

**If Offeror intends to conduct quotation work for this solicitation using anyone other than U.S. citizens or permanent resident aliens (i.e. green card holders), Offeror must provide advance written notice to AAR Mobility Systems. In any event, Offeror is responsible for compliance with applicable export control laws and regulations. Unless notified otherwise, Offeror is to treat all drawings, specifications, Statements of Work (SOW), and other data submitted with a solicitation as technical data that has not been cleared for export. If you are considering transferring any of the data overseas or to a non-US citizen, you must secure written permission from AAR Mobility Systems before exporting.**

**For AAR Contracts (i.e. PO's with AAR Mobility Systems Terms and Conditions), The supplier, by submitting an offer, certifies that they are compliant with**

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1. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS,
2. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS,
3. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE,
4. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, AND
5. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING.

Definitions of any and all applicable contract clauses and copies of the AAR Mobility Systems terms and conditions referenced in this solicitation may be obtained on the Internet at: <http://www.AARmobilitysystems.com>

The anticipated contract type is Firm Fixed Price, unless otherwise stated on this RFQ or RFP.

The FOB point is Destination, freight is prepaid, unless otherwise stated on this RFQ or RFP.

If the resulting contract is expected to have a DPAS rating, the offeror will be required to follow all provisions of the Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700).

If a portion of the resulting contract is expected to have a DPAS rating, the offeror will be required to follow all provisions of the Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700) only as it pertains to the rated quantities.

If the offer, including options, exceeds \$550,000 and is in support of a U.S. AAR rated contract, Offeror may be required to submit a Small Business Subcontracting plan that fully meets the requirements of FAR 52.219-9.

Offeror may or may not need to pass a pre-qualification site survey prior to an award.

If the offer is in support of a U.S. AAR contract requiring cost or pricing data, offeror must provide Cost and Pricing Data, or submit a claim for Exemption/Exception from the Submission of Cost or Pricing Data.

If the requirement includes special quality process clauses, identify special processes used for the requirement & identify any sub-tier contractor performing the process.

If pricing for an option quantity is requested, price the option quantity as a separate line item.

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**All Technical Data furnished by AAR Mobility Systems shall be returned to AAR Mobility Systems or destroyed at completion of work at AAR Mobility Systems direction. A Written certification of destruction may be required.**

**AAR Mobility Systems reserves the right to make multiple awards.**

**AAR Mobility Systems reserves the right to request a Final Proposal Revision (FPR).**

**AAR Mobility Systems may conduct a facility survey.**

**Offerors may propose equivalent items & provide complete specifications demonstrating equivalency.**

**The quantity shown for each part number may not be a one-time shipment, but a forecasted usage over the life of the contract.**

**Scheduled deliveries to AAR Mobility Systems will either be discrete schedules or auto-replenishment with a forecast or pull production.**

01-Jan-09

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### **HAZARDOUS MATERIAL**

**USE OF HAZARDOUS, TOXIC, AND ENVIRONMENTALLY UNSAFE CHEMICALS.** Unless written authorization is obtained beforehand from Purchaser, the supplier shall not use cadmium; hexavalent chromium; Class I or Class II ozone-depleting chemicals (ODCs); or other highly toxic, carcinogenic, or radioactive materials in the manufacture and assembly of components in this Purchase Order. The supplier shall not use materials that are identified in the Registry of Toxic Effects of Chemical Substances, published by the National Institute for Occupational Safety and Health. Additionally, hazardous materials targeted on the [EPA-17 list](#) should not be used unless there are no economically feasible alternatives available to the supplier. If use of the materials on the EPA-17 list cannot be avoided, and there are no economically feasible alternatives, a written request to Purchaser must be submitted and accepted prior to the material being used. In any event, Carbon Tetrachloride, 1.1.1. Trichloroethane, and Cadmium shall not be used under any circumstances.

The EPA 17 list of pollutants referenced above includes, but is not limited to, the following: Benzene, Cadmium (and compounds), Carbon Tetrachloride, Chloroform, Chromium (and compounds), Cyanides, Dichloromethane or Methylene Chloride, Mercury (and compounds), Lead (and compounds), Methyl ethyl ketone, Methyl isobutyl ketone, Nickel (and compounds),

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**Tetrachloroethylene or Perchloroethylene, Toluene, Trichloroethane, Trichloroethylene, and Xylene(s). Asbestos and asbestos by-products are not to be used under any circumstance.**

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**TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS**

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see World Wide Web URL: <http://www/alsc.org/>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block in diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

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**CADMIUM**

Any product supplied to AAR Mobility Systems which contains cadmium must be identified by sending notification in writing to the AAR Mobility Systems procurement representative issuing this purchase order.

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**IDENTIFICATION OF MANUFACTURER OF PRODUCT**

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Supplier of the product being delivered against this purchase order shall provide the name, address and cage code of the manufacturer (mark on shipper [preferred] and/or smallest unit container). Use of other manufacturers or distributors does not relieve the supplier of its responsibility of meeting all of the requirements of this purchase order.

01-Jan-09

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#### **CONTAINMENT**

An initial response concerning Containment Measures is required within 24 hours after being discovered by AAR Mobility Systems. The supplier must contain all material at AAR Mobility Systems facilities, off-site warehouses, and any materials in transit. Upon request, the supplier shall provide immediate containment at the AAR facility to ensure no stoppage of production. The supplier is responsible to provide a detailed report of containment and disposition activity upon request. The Supplier must provide Return Goods Authorization at that time, if the parts are to be returned.

06-Aug-10

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#### **DELIVERIES; CANCELLATION BY BUYER**

If any deliveries are not made at the time(s) and in the quantity(s) agreed upon (including by reason of force majeure), Buyer may cancel this Purchase Order with respect to any or all of the goods or services hereby ordered or with respect to any goods or services not theretofore accepted by Buyer, and in any event may hold Seller responsible for damages caused by untimely performance including incidental and consequential damages and any resulting late performance penalties incurred by Buyer.

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### **PACKAGE INTEGRITY**

Supplier to assure packaging of components is sturdy and adequate to prevent damage or degradation of the components contained in the package. Recommend testing the packaging to applicable ISTA (International Safe Transit Association) drop test procedures dependent upon the weight of the component. For additional information on ISTA drop test procedures, contact the Buyer. Any reference to specific packaging requirements found within the source control drawing takes precedence over this recommendation.

24-Nov-10

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### **DEFENSE PRIORITIES AND ALLOCATION SYSTEM (DPAS)**

This is a rated order. This is a DPAS order certified for National Defense use, and the Supplier will follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulations (15 CFR Part 700). This Purchase order may contain a combination of Commercial and DoD rated requirements. In the event that a DPAS rating is invoked with the supplier, the commercial requirements will be excluded from the prioritization.

01-May-09

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### **UNIQUE ITEM IDENTIFIER (UID)**

\*252.211-7003 Item Identification and Valuation. (UID)  
As prescribed in 211.274-5(a), use the following clause:

#### **ITEM IDENTIFICATION AND VALUATION (AUG 2008)**

(a) *Definitions.* As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

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**“Concatenated unique item identifier” means—**

**(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or**

**(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.**

**“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.**

**“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).**

**“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.**

**“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.**

**“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.**

**“Government’s unit acquisition cost” means—**

**(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;**

**(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time**

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of delivery; and

**(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.**

**"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).**

**"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.**

**"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.**

**"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.**

**"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.**

**"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.**

**"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.**

**"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.**

**"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.**

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**“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.**

**“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.**

**“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.**

**“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).**

**(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.**

**(c) *Unique item identifier.***

**(1) The Contractor shall provide a unique item identifier for the following:**

**(i) All delivered items for which the Government’s unit acquisition cost is \$5,000 or more.**

**(ii) The following items for which the Government’s unit acquisition cost is less than \$5,000:**

**Contract Line, Subline, or**

**Exhibit Line Item Number Item Description**

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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

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**(3) Use a DoD recognized unique identification equivalent; and**

**(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.**

**(ii) The issuing agency code—**

**(A) Shall not be placed on the item; and**

**(B) Shall be derived from the data qualifier for the enterprise identifier.**

**(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:**

**(1) Unique item identifier.**

**(2) Unique item identifier type.**

**(3) Issuing agency code (if concatenated unique item identifier is used).**

**(4) Enterprise identifier (if concatenated unique item identifier is used).**

**(5) Original part number (if there is serialization within the original part number).**

**(6) Lot or batch number (if there is serialization within the lot or batch number).**

**(7) Current part number (optional and only if not the same as the original part number).**

**(8) Current part number effective date (optional and only if current part number is used).**

**(9) Serial number (if concatenated unique item identifier is used).**

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**(10) Government's unit acquisition cost.**

**(11) Unit of measure.**

**(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:**

**(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.**

**(2) Unique item identifier of the embedded subassembly, component, or part.**

**(3) Unique item identifier type.\*\***

**(4) Issuing agency code (if concatenated unique item identifier is used).\*\***

**(5) Enterprise identifier (if concatenated unique item identifier is used).\*\***

**(6) Original part number (if there is serialization within the original part number).\*\***

**(7) Lot or batch number (if there is serialization within the lot or batch number).\*\***

**(8) Current part number (optional and only if not the same as the original part number).\*\***

**(9) Current part number effective date (optional and only if current part number is used).\*\***

**(10) Serial number (if concatenated unique item identifier is used).\*\***

**(11) Description.**

**\*\* Once per item.**

**(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at**

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[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) **Subcontracts.** If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

#### **ALTERNATE I (AUG 2008)**

As prescribed in 211.274-5(a)(4), delete paragraphs (c), (d), (e), (f), and (g) of the basic clause, and add the following paragraphs (c) and (d) to the basic clause:

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Government's unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at

[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

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#### **EXPORT COMPLIANCE**

Supplier understands that it may not transfer any export controlled item, data or services to foreign persons as defined by U.S. Export law, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower tier suppliers, without the authority of an Export License or appropriate Export License exception. Supplier agrees to notify AAR if any deliverable proposed under this RFQ is restricted by export control laws or regulations.

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**RESIDENT REPRESENTATIVES AND VISITS**

**Resident Representatives and Visits - Buyer reserves the right to assign representatives on an itinerant or resident basis at Seller's facilities or those of lower-tier subcontractors for the purpose of maintaining surveillance activities, including the right to witness any or all tests performed as part of the requirements of this Subcontract. Seller shall provide Buyer's representatives with reasonable facilities and equipment, and unescorted free access to all areas essential to the proper conduct of the aforementioned activity throughout all phases of engineering, manufacturing, testing, packaging, and shipping. In addition, Seller agrees to make available to Buyer's representatives pertinent and planning, status, and forecast information and such other technical and management reporting as may be necessary for the representatives to carry out their responsibilities. 2. Seller agrees to provide and maintain a quality control system acceptable to the Buyer and to provide access to Seller's facilities at all reasonable times for review periodically by Buyer representatives. Seller agrees to include and to require its subcontractors to include the substance of this clause.**

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**FIRST ARTICLE IAW AS9102**

**First Article Inspection shall be performed IAW AS9102 or equivalent.**

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**INVOICING**

**All invoices must reflect and match exactly the following elements identified on the Purchase Order. Failure to do so will prevent payment and return of the invoice to the sender.**

**PURCHASE ORDER NUMBER**

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**PURCHASE ORDER LINE NUMBER  
PART NUMBER  
QUANTITY SHIPPED  
PRICE IN U.S. DOLLARS**

**AAR Mobility Systems will provide payment via Electronic Fund Transfers directly to the Seller's Account. For assistance in setting up your account, contact the Sourcing Representative identified on the Purchase Order.**

Accounts Payable Helpline is [carol.dehnbostel@aacorp.com](mailto:carol.dehnbostel@aacorp.com)

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**POLITICAL CONTRIBUTIONS, FEES, COMMISSIONS**

**This remark applies to all Solicitations and Purchase Orders greater than \$500,000 connected with military equipment intended for the Armed Forces of a Foreign AAR or an international organization:**

**"The articles or services to be supplied under this PO are intended for incorporation in, or for use in connection with, military equipment to be used by the Armed Forces of a Foreign AAR or an international organization. Part 130 of the International Traffic in Arms Regulation (ITAR), 22 CFR Part 130, requires Buyer to report if Seller has made, makes or intends to make any payment, loan or donation of \$5,000 or more as a political contribution or a fee or commission in connection with the sale of the articles or services described in this PO, or an end item incorporating such articles. Accordingly, Seller agrees to promptly notify Buyer in writing if it has made, intends to make, or upon the making of, any payment, loan or donation required to be reported by Buyer under Part 130 of ITAR, and Seller agrees to furnish Buyer with information with respect to any such payment to enable Buyer to comply with the reporting requirements of Part 130 of ITAR. Seller agrees that unless it notifies Buyer in accordance with this clause, Buyer may report that Seller and its vendors and subcontractors have not made and do not intend to make any payment, loan or donation required to be reported by Buyer under Part 130 of ITAR. Seller agrees to include this clause in all subcontracts of \$500,000 or more made hereunder. Buyer will furnish to Seller a copy of Part 130 of ITAR on request."**

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#### **INSURANCE REQUIREMENTS FOR SUPPLIER FACILITIES**

Seller is responsible and shall cause its Subcontractors to maintain General Liability, Property Damage, Employers liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability Insurance as specified in this Purchase order or if none is specified, such amount as will protect Seller (and its subcontractors) and Buyer from said risks.

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#### **OBSOLETE OR DISCONTINUED COMPONENTS AND MATERIALS**

The Supplier shall notify the AAR Buyer immediately upon determining the unavailability of obsolete materials or components. The Supplier may recommend a solution including details regarding the impact on the contract price and delivery. If the AAR Buyer accepts the recommended solution, a modification shall be executed between the AAR and the Supplier equitably adjusting the contract price and revising the delivery. Under no circumstances shall the Supplier initiate any redesign effort or incur any additional costs without the express, written authorization of the AAR Buyer. In the event the AAR Buyer does not accept the recommended solution or authorize a redesign effort by the Supplier, the contract or the affected CLIN, as applicable, may be terminated for convenience in accordance with FAR Part 49 procedures or FAR 52.212-4, Contract Terms and Conditions - Commercial Items, for commercial awards.

The supplier agrees to provide AAR with immediate, written notification when an item is to be discontinued by the manufacturer, including a recommendation for any potential substitute or replacement items. If AAR elects to include a substitute or replacement item in the contract, the contract will be modified accordingly.

If an item is discontinued without replacement, the notice should include a recommendation concerning the availability of items that are comparable in form, fit, and function. The supplier shall not incur any costs related to alternate sources of supply without the express written approval of the Contracting Officer. AAR has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item after which the item will be deleted from the contract. The supplier shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the full quantity is not available for shipment. The terms of such order(s) will be negotiated by the parties, including changes to the delivery schedule and maximum quantity available for shipment.

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**DESIGNS, DRAWINGS AND DATA.**

**A** With respect to items for which any technical information, written, oral or otherwise, (i) has been supplied to Seller by or on behalf of Buyer; or (ii) Seller has designed at Buyer's expense; or (iii) Seller has designed specifically to meet Buyer furnished technical requirements (hereinafter designated "Information"), Seller, in consideration of Buyer's furnishing of such information and/or design funding, agrees funding or tooling to develop or sell such items (or similar interchangeable or substitute items, or parts thereof) to anyone other than Buyer, either as production, spare or repaired items, without Buyer's prior written consent, except as provided in Paragraph C , below Seller shall not use or disclose such information except in the performance of orders for Buyer, and, upon Buyer's request, such information and all copies thereof shall be returned to Buyer If Seller develops, seeks a PMA, or sells the items hereunder, or assists other in doing so, (or similar interchangeable or substitute items, or parts thereof) to anyone other than Buyer, the burden shall be on Seller to establish that Buyer's information, funding, or tooling was not used

**B.** Information Contract Data Item Deliverables prepared by Seller specifically in connection with performance of this order, including original works of authorship created by Seller, is considered "work made for hire" under U.S. Copyright Law. Purchaser shall be deemed the author of such works. If any such work is determined by a court of competent jurisdiction not to be work made for hire, this agreement shall operate as an irrevocable assignment by the author of such work to Purchaser, of the copyright in the work, including all right, title and interest worldwide.

**C.** Notwithstanding any other provision of this article, such information may be used by Seller in the manufacture of items for direct sale to the U S Government to the extent the U S Government has the right to authorize such use and discloses to Seller that it has such right; provided that such use will not interfere with Seller's performance of this order and any other order with Buyer and provided further that Seller shall (i) give Buyer written notice of each such proposed use at least ten (10) days prior to acceptance of a contract for such items from the U S Government and, in the event Buyer objects to such use, forward Buyer's objection to the U S Government, ii) to the extent practicable, prominently identify each items as being manufactured by Seller in performance of contracts for the U S Government, (iii) advise Buyer of the method of identification used, (iv) make no claim against Buyer that arises out of the use by Seller of such information, and (v) indemnify Buyer and hold Buyer harmless from and against any and all claims or liabilities resulting from performance of contracts for the U S Government Nothing herein shall be construed as restricting the U S Government's use of information, which the U S Government owns or is authorized to use.

**D** Where such information is furnished to Seller's suppliers for use in performance of Buyer's orders Seller shall insert the substance of this Article 15 in all such orders to seller's suppliers and subcontractors..

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**E. For the avoidance of doubt, the Seller shall be responsible for maintaining the markings on and confidentiality of any drawings, diagrams or other intellectual property disclosed by the Purchaser which the Seller has decided to alter in any way for its own convenience.**

**F Seller agrees and acknowledges that Purchaser owns all right, title and interest in and to the Technical Information and Requirements. If Seller develops or sells the items hereunder (or similar interchangeable or substitute items, or parts thereof) to anyone other than Purchaser, or assists others in doing so, the burden shall be on Seller to establish that Purchaser's Technical Information and Requirements, funding, or AAR owned tooling were not used in, or incorporated into, the items.**

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**ITAR COMPLIANCE**

In performance of this RFP/RFQ and/or resulting contract or Purchase Order, Supplier will ensure that it complies with all International Traffic in Arms Regulations (ITAR) and requirements, and that it marks any ITAR controlled technical data (e.g. drawings, operating manuals, specifications, etc.) to be provided to AAR with the following legend:

**“WARNING – This document contains technical data, the export of which is restricted by the Arms Export Control Act (AECA) and the International Traffic in Arms Regulations (ITAR). A license from the Department of State or other authorization is required before this document may be provided to a foreign person or entity.”**

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**PREFERENCE FOR DOMESTICS SPECIALTY METALS**

**DFAR 252.225-7014 – Preference for Domestic Specialty Metals is applicable to this Purchase Order. If further clarification is required, please contact the Buyer.**

01-May-09

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**SUBCONTRACTING.** Seller shall obtain Buyer's prior written consent before issuing any next-tier subcontract under this Subcontract (i) if such next tier subcontract exceeds the greater of \$250,000 or five percent of the amount of this Subcontract, or (ii) if such prior written consent is otherwise required by any other express provision of this contract.

28-Oct-09

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**DUTY FREE ENTRY**

Duty free entry is authorized for OCONUS (Outside the U.S.) procurements under this contract in accordance with FAR 52.225-8. Please review this clause for compliance.

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**DESIGN RECORD**

The supplier shall have the design record for the saleable product/part, including design records for components or details of the saleable product/part. Where the design record is in electronic format, the Supplier shall produce a hard copy. Examples include, but are not limited to pictorial, geometric dimensioning & tolerancing sheets, drawing to identify measurements taken.

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#### **SORTING AND REWORK**

When supplier parts do not meet specifications and the customer production schedule is at risk, the Supplier shall assume responsibility of sorting and rework activity. The supplier shall provide detailed Standardized Work including inspection requirements for re-work activities that are approved Supplier Quality Engineering. The Supplier must also provide detailed Standardized Work for sorting activities including both variable and attribute acceptance criteria if applicable.

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#### **CONTROL OF CUSTOMER SUPPLIED PRODUCT/TOOLING**

The supplier shall establish and maintain documented procedures for the control of verification, storage and maintenance of AAR Mobility product provided for incorporation into the Supplier or for related activities. Any such product that is lost damaged or is otherwise unsuitable for use shall be recorded and reported to AAR Purchasing. AAR owned returnable packaging is included in this specific requirement. An affixed tag specifically containing the part number and/or customer name to identify ownership is the preferred approach. However, this requirement may be met by using a Supplier designated number cross-referenced with clear traceability back to the customer.

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#### **PROCUREMENT INTEGRITY INDEMNIFICATION**

In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subjected to any liability as a result of a failure of Seller to comply with applicable Government regulations pertaining to the procurement integrity provisions of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423 (1990)), then Seller agrees to indemnify and hold Buyer harmless to the full extent of any claim, suit, loss, cost, damage, expense (including attorney's fees), or liability resulting directly from such failure.

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**FORCE MAJEURE**

Neither party shall be responsible to the other for any failure or delay in performing any of its obligations under this purchase order due to unforeseeable causes beyond the control and without the fault or negligence of such party, including without limitation, acts of God or of the public enemy, acts of the United States Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. The Seller shall not be liable for its delays or failures to perform arising out of any of the foregoing causes, unless the supplies and/or services to be furnished by the suppliers or subcontractors were obtainable from other sources in sufficient time to permit the Seller to meet its obligations under this Purchase Order.

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**LIMITATION OF LIABILITY**

- a. Except as provided below, Seller shall not be liable for loss of or damage to property of the Government (excluding the articles delivered under this contract which are incorporated by Buyer into the supplies delivered to the Government under Seller's Prime Government Contract) occurring after the Government's acceptance of such supplies and resulting from any defects or deficiencies in such articles.
- b. The foregoing limitations shall not apply when the defects or deficiencies in such articles or the Government's acceptance of such supplies resulted from willful misconduct or lack of good faith on the part of any of Seller's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of: (i) all or substantially all of Seller's business; or (ii) all or substantially all of Seller's operations at any one plant or separate location, in which this contract is being performed; or (iii) a separate and complete major industrial operation in connection with the performance of this contract.
- c. Notwithstanding Paragraph (a), if Sellers carries insurance or has established a reserve for self-insurance covering liability for damages or losses suffered by the Government through purchase or use of the supplies, which Buyer is required to deliver to the Government under Buyer's prime contract and in which Buyer has incorporated the articles delivered by Seller under this Purchase Order, Seller shall be liable to the extent of such insurance or reserve for self-insurance for

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**damages or losses to property of the Government occurring after the Government's acceptance of such supplies and resulting from any defects or deficiencies in such articles.**

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**PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHOLDING OF EMPLOYEE PASSPORTS**

All contractors (contractors herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are required to comply with the following provisions:

(1)Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2)Contractors shall provided all employees with a signed copy of their employment contract, in English as well as the employees native language that defines the terms of their employment/compensation.

(3)Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4)Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractors written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5)Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.

(6)Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visa. Contractors shall follow all Host Country entry and exit requirements. Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all

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tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

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**EXTENDED WARRANTY**

The Seller warrants that all articles furnished hereunder shall be free from defects in material and workmanship for a period extending 12 months beyond the original 12 month warranty period. Where the design is Seller's responsibility, articles shall be free from defects in design and fit for the intended purpose.

If a systemic defect occurs during the 24 month warranty period, it will be presumed, unless proven otherwise, that all parts produced under like circumstances are similarly defective and require replacement or correction. The cost of systemic defect warranty parts repair or replacement will be that of the vendor. Additionally, if a systemic defect deadlines an end product or causes it to be inoperable, the vendor agrees to extend the warranty term of the affected product(s) for the period of time that the product(s) are deadlined.

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**NON-PUBLICITY**

The Seller shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television, etc.), communications with the media, marketing, or a reference for new business. This shall include, but, is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Seller may request a waiver or release form the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Buyer. Sellers are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Sellers may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

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#### **TIMELY NOTICE OF LITIGATION**

(a) The Seller hereby agrees to immediately give written notice to the Buyer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Seller agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractors(s) involving customer transactions related to any contract litigation.

(d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or rights or remedies available.

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#### **WORKPLACE HEALTH AND SAFETY**

(a) The Seller shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Seller shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

(b) Whenever the Buyer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to health or safety, the Buyer shall notify the Seller orally, with written confirmation from the Buyer, and request immediate initiation of corrective action. This notice, when delivered to the Seller or the Seller's representative at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Seller shall immediately take corrective action. If the Seller fails or refuses to promptly take corrective action, the Buyer may issue an order stopping all or part of the work until the Seller takes satisfactory corrective action. The Buyer or the authorized representative of the Buyer may inform the Occupational Safety and Health Administration (OSHA), or other cognizant federal, state, or local officials, of such notification. The Seller shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

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**(c) The Seller shall insert this clause, including this paragraph ( c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.**

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**PROMPT PAYMENT**

**PAYMENT SHALL BE MADE WITHIN 30 DAYS FROM THE RECEIPT OF A VALID INVOICE AS DEFINED BY THE SUBCONTRACT REQUIREMENTS.**

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**BUYER RIGHT OF ENTRY AND SURVEILLANCE**

**Work under this purchase contract is subject to Buyer surveillance at Seller and Seller's subcontractor's locations. Buyer's Quality Representative may elect to conduct inspection either on a random basis or to the extent of 100% inspection. Seller will be notified if Buyer inspection is to be conducted on specific shipments. No shipments are to be held for Buyer inspection unless notification is received prior to, or at time of, product being ready for shipment.**