

# Aerospace Composite Center, LLC Purchase Order Requirements (PORs) Rev H

## **G0089 ACCOUNTS PAYABLE**

As of November 2018 all invoices are to be entered into InvoiceWorks/iPayables. All Aerospace Composite Center, LLC (hereinafter "ACC") suppliers are provided a login credential and are required to use for accounts payable. The tool will provide visibility for all submitted invoices and payment status. Access the tool at <a href="https://www.ipayables.net">https://www.ipayables.net</a> For all customer service questions contact: <a href="mailto:invoiceworks.support@ipayables.com">invoiceworks.support@ipayables.com</a> or call 1-801-224-8300 option 3. For accounts payable questions you may email <a href="mailto:greg.a.lafontain@boeing.com">greg.a.lafontain@boeing.com</a> This email will not accept invoices and you will be directed to InvoiceWorks for all payment related inquires.

# **G0090C TAX EXEMPTION**

This is to notify the seller that ACC Aerospace Service is exempt from paying sales/use taxes. A copy of our certificate is available upon request.

**MISSOURI STATE TAX ID NUMBER 17548501** 

**G0091 REQUEST FOR QUOTE GUIDELINES (OBSOLETE AUGUST 2007)** 

G0098 HARDWARE CERTIFICATION REQUIREMENTS (OBSOLETE AUGUST 2007, REPLACE BY QR# QC2098)

G0099 HARDWARE DELIVERY WINDOW (OBSOLETE AUGUST 2007, REPLACED BY G1009A)
G0106 INVOICE APPROVAL (OBSOLETE AUGUST 2007)

## **G0202 QUOTATIONS FIRM FOR 3 MONTHS**

Quotations submitted in response hereto will be considered firm offers for a period of three (3) months from submittal or, if submitted under sealed bid procedures, from bid close date.

# **G0205 DISCOUNTS FOR PROMPT PAYMENT**

All Offerers are encouraged to offer discounts for prompt payment in their bids. Any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the bid offer. However, discounts for prompt payment will not be considered in the evaluation of the Offerer's bid.



### **G0207 EVALUATION OF OFFERS**

While price will be a significant factor in evaluation of offers, the purchase order award decision may be based upon a combination of price, past performance with ACC, level of preferred supplier certification and other related factors.

# **G0216 BIDDER SIZE AND POINT OF MANUFACTURE**

Bidder shall state on his quotation, the point of manufacture of parts and whether manufacturer is large or small business. Pursuant to North American Industry Classification System (NAICS) code for small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB

Program. This information is essential to ACC for small business and distressed labor area reporting.

## **G0218 BIDDER INSTRUCTIONS ROYALTIES**

When the bidder's response to this quotation request contains costs or charges for royalties totaling more than \$250.00, the following information shall be furnished with the offer, proposal, or quotation on each separate item of royalty or license fee:

- (1) Name of license agreement
- (2) Date of license agreement
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable
- (4) Brief description, including any part or model numbers of each purchase order item or component on which the royalty is payable
- (5) Percentage or dollar rate of royalty per unit
- (6) Unit price of purchase order item
- (7) Number of units
- (8) Total dollar amount of royalties in addition if specifically requested by ACC prior to execution of the contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

# **G0220 ALTERNATE QUOTES**

Bidder is invited to submit additional alternate quotes which might reduce price by taking advantage of price breaks, delivery schedule variations, more economical packaging, bulk handling or change in configuration (materials, tolerances, finishes, etc.), which will not impair any essential characteristics of form, fit or function such as service life, reliability, ease of maintenance or interchangeability.

# G0226 ALTERNATE QUOTES - USE OF GOVERNMENT-OWNED FACILITIES

Bidder is required to submit alternate quotations if the use of government-owned facilities per FAR 45.301, or special tooling and test equipment are contemplated per Far 45.4. If the contract is awarded authorizing use of government-owned facilities, the successful bidder must obtain the concurrence of its cognizant facility officer for such rent-free use. If such facilities should become other than fully rent-free during performance of this contract, the affected provisions of this contract will be equitably adjusted. The foregoing considerations



will apply to lower-tier suppliers. In the event any of bidder's lower-tier suppliers contemplate the rent-free use of government facilities, bidder shall submit alternate quotations with and without such rent-free use.

# G0264 AFFIRMATIVE ACTION AND NON-SEGREGATED FACILITIES AUTOMATICALLY APPLIED TO ALL QUOTATION REQUESTS

Bidder's attention is directed to the affirmative action program requirements of FAR subpart 22.8, which will apply to any contract resulting from this solicitation. Also note the certification on non-segregated facilities in this solicitation. Failure of a bidder to agree to the submission of this certification will render its bid non-responsive to the terms of solicitations involving awards of contracts exceeding \$10,000, which are not exempt from the provisions of the equal opportunity clause.

## G0303 RATED ORDER CERTIFIED FOR NATIONAL DEFENSE

If the DPAS rating is specified in the text of this Purchase Order this is a rated order certified for national defense use. The Seller is required to follow all provisions of the Defense Priorities and Allocations Systems regulation (15 CFR part 700) in obtaining products, services and materials needed to fill this order.

## **G0490 PROCEDURE FOR INBOUND SHIPPING**

 Suppliers must note that transportation and related services are transactions between the supplier and ACC and no other entity. Assigned or Drop shipments MUST have the original ACC PO# / P/N listed on the BOL & Packing List Freight payment will be made, if required, through:

Alpha Zero Global c/o Catalyst Finance PO Box 225748 DALLAS, TX 75222-5748

For collect shipments, Supplier must contact the ACC freight services provider Alpha Zero Global Logistics at <a href="mailto:ACC-Boeing.Logistics@azlog.com">ACC-Boeing.Logistics@azlog.com</a>

A. to obtain **routing instructions** and a **trip number** at least 24 hours prior to shipment **Alpha Zero contacts for local pick up are:** 

Christy Smith: ACC-Boeing.Logistics@azlog.com Phone: 636-200-2100

Road ops 24/7 - 636-200-2100

KRISTINE.HENDERSON@BOEING.COM: Phone 314-303-8238

On call phone - 314-306-4642

- a. **Alpha Zero** or ACC Buyer under some circumstances may instruct Supplier to ship airfreight or other premium freight service. Supplier must request and receive a premium freight form from ACC buyer and attach the form to other required paperwork as indicated in the purchase order.
- b. Supplier must note on the shipping paperwork (i.e. bill of lading, airway bill, etc.), the following:



THIRD PARTY BILLING Alpha Zero Global c/o Catalyst Finance PO Box 225748 DALLAS, TX 75222-5748

Note to Carrier: Copy of the bill of lading must accompany your invoice.

B. After shipment has been made, supplier must email a copy of the packing slip and bill of lading to the buyer of record. Supplier shall mark each container with the number of the Purchase Order, part number, and any other markings called for on the face of the Purchase Order, and shall enclose a packing slip with the purchase order number, item description, part number, serial number, quantity, and total number of containers in an envelope attached to each container.

If you have questions regarding these instructions, please contact Alpha Zero using contacts noted above.

### **G0502 FIXED PRICE PO**

The prices of this order, unless otherwise stated, are fixed and cannot be increased except by written authorization of the ACC procurement representative pursuant to the terms of this order.

## G0516 COST BREAKDOWN--ADVISE PRICE REPAIRS EXCEEDING \$250.00

Within five (5) days from receipt of an item returned within five (5) days from receipt of an item returned hereunder for repair, seller shall submit a firm quotation for all repair damages to the ACC purchasing representative. Repair charges exceeding \$250.00 shall be substantiated by the seller's cost breakdown.

# G0522 APA-FIXED PRICE WITH PROVISION FOR DECREASE WHEN ISSUING ANNUAL PRICING AGREEMENT (IF APPLICABLE)

Prices stated herein cannot be increased, but seller will allow any price decrease in effect at the time of the individual shipment, deviations from the estimated quantity or quantities stated herein, or from periodic schedule (s) subsequently stated, shall not be justification for any increase in price.

## G1009A ACCEPTANCE OF MATERIAL PRIOR TO SCHEDULE DATE

Schedule dates shown on PO are ACC "on dock" dates. The ACC delivery window is 5 days early and zero days late, within given month

Items delivered more than FIVE (5) days prior to the purchase order item delivery schedule, may at ACC's discretion, be returned to seller. Seller will be charged shipping costs and ACC's handling costs for returning the shipment. Shipments received more than ten days early will be counted against seller's on-time delivery performance rating.



### **G1011 ACCELERATED DELIVERY DESIRED**

Accelerated delivery to the greatest extent possible in advance of the specified delivery schedule is desired. Any accelerated delivery will be at no additional expense to ACC or the government.

# G1021 FLEXIBLE DELIVERY REQUIREMENT - ACC DIRECTS DELIVERY STRETCH-OUTS

Notwithstanding any provisions of this contract to the contrary, including, but not limited to special condition 564, in such condition appears herein, seller agrees that in the event ACC finds it necessary to direct stretch-outs in equipment deliveries under this contract, any such stretch-outs in equipment delivery schedules will be accomplished by seller at no increase in contract price, provided that such stretch-outs in delivery schedules do not exceed four (4) months for this contract. In the event such direction from ACC exceeds four (4) months, seller will be entitled to claim such equitable price adjustment (s) as may be appropriate under the "Changes" article of the general contract conditions, but only for the period of deliveries that exceed the aforesaid four (4) month stretch-out schedule, however, it is noted that the provisions of this clause do not limit ACC's rights to direct changes in delivery schedules as a result of design deficiencies disclosed in the seller's equipment and/or seller's failure to meet milestone dates under special conditions 0576, if such condition appears herein, inasmuch as seller continues to retain complete cost responsibility for such schedule changes if they occur.

# G1509 FABRICATION INSTRUCTIONS FOR FABRICATION TO BLUEPRINT, ENGINEERING ORDERS (E.O.) AND SPECIAL MANUFACTURING INSTRUCTIONS (SMI)

Seller shall fabricate units ordered as specified by the applicable blueprint through the indicated E.O. and by the attached special manufacturing instructions.

### G1510 SELLER RESPONSIBILITY FOR WORK ORDER COMPLETION

Shipments delivered to ACC under this contract shall be accompanied by the ACC furnished work order on which seller shall validate its completion of the assigned tasks by affixing its acceptance stamp to each assigned task on the work order. In the event seller deems it necessary to annotate any additional information on the work order, such annotation shall be made only with black ink. This properly completed work order shall constitute seller's assertion of product conformance seller's packing sheet shall list the applicable ACC purchase order number, the ACC work order serial number and all operations assigned for seller's completion.

### G1518 ACC FURNISHED PROCESS SPEC REVISIONS

Modifications in the form of amendments, revisions, bulletins, etc., to process specifications under which seller has a responsibility by terms of this contract will be provided to seller.

# G1581 PROVISIONS/REQUIREMENTS TO HEALTH, SAFETY OR FIRE PREVENTION



All provisions herein, or parts thereof, which relate solely to health, safety or fire prevention is mandatory only to ACC performance. They are only advisory as to work performed by suppliers and/or subcontractors and are not intended to supplant the suppliers and/or subcontractors independent judgment with respect to OSHA or other employee health, safety or fire prevention requirements.

# **G1589 TECHNICAL DATA SPECIFICATIONS**

Seller shall be responsible for verifying that all ACC furnished drawings, special manufacturing instructions (SMI), auto planning instructions (NP), tooling and other technical data conform to the requirements as contained in the ACC purchase order. In the event that the above information is perceived to be in error resulting in fabrication or quality concerns, the seller shall promptly notify the ACC purchasing representative and shall not continue with performance of the work until such concerns are reconciled.

# G1590 SELLER SHALL COMPLETE ALL SECTIONS OF MATERIAL QUALITY OPERATION ON ACC PRODUCTION WORK ORDER (PWO)

Seller's quality stamp on said operation verifies that material furnished meets the requirements of the ACC PWO and has been manufactured, inspected, and tested in accordance with the applicable material specification. Seller's order number entered on the PWO shall allow on the PWO for complete trace ability to manufacture's records, including, but not limited to, name of manufacturer, description, heat lot number and physical and chemical test reports. Performance of the contract will not be complete and final payment will not be made unless the quality operation is complete in its entirety and stamped by an authorized inspector. Seller is not required to send a copy of the chemical and physical test reports with each shipment, however, the seller shall maintain a test report file at his facility which shall be made available to ACC upon request. Manual releases may be substituted for PWO.

# **G3509 HARDWARE PACKAGING SPECIFICATIONS**

Hardware, such as washers, nuts, screws, etc., furnished with this contract is not to be delivered bulk packaged. Each item on this contract shall be packaged so that individual packages shall contain all necessary hardware.

## **G3572 GENERAL PACKAGING INSTRUCTIONS**

1. Commercial packaging is normally acceptable for shipment to ACC. Seller is responsible for selecting packaging methods and materials that provide adequate protection at minimum cost and meet the requirements specified herein. Packaging methods and materials selected should consider, as a minimum, fragility, part composition, surface finish, size, weight and transportation mode. Packaging specified or referenced in this contract must be adhered to unless written deviation is authorized by ACC. Nonconforming packaging is subject to rejection or repackaging at seller's expense.



- 2. Each contract item must be packaged and identified separately. Markings on primary packaging must include the part number, nomenclature and quantity. If applicable, include serial number, lot number and cure date. Do not combine items from different purchase orders in the same shipping container.
- 3. Primary packaging of structural aircraft and missile parts shall consist of the following unless another special requirement is generated by another special condition or a drawing that generates a more specific requirement:
  - a. Place item(s) in a four (4) mil or greater clear plastic bag so the part number is visible and quantity can be verified;
  - b. Cushioning, when required, shall be of sufficient density and thickness to adequately protect the part, and shall be positioned outside the plastic bag so the part number is still visible;
  - c. Interleaving of cushioning between parts and reusable cushioned bags are preferred. If this is not possible, cushioning shall be secured in such a manner to minimize damage to the package if opened for inspection or use at ACC.
- 4. All parts that exceed twenty-seven (27) cubic inches, (3' cubed) in volume shall be packed one (1) each in accordance with the packaging requirements above. All finished-painted parts shall also be packaged in accordance with those requirements.
- 5. All containers are subject to material inspection and should provide a re-closable feature, for this reason the following items are prohibited: staples used for closing bagged parts; loose fill packaging material, i.e. plastic peanuts, unless contained in a polyethylene bag or similar method.
- 6. Two or more shipping containers and/or a total weight exceeding 150 pounds must be combined into a utilized load. The limit size of unitized loads is so" overall height, 42"x48" pallet (double deck construction), and a maximum 4" overhang on any side. Unit loads must be properly stacked and bound (i.e., efficient stacking pattern) and bound by stretch wrap. Containers over 150 lbs. and/or 60" or greater footprint must integrate 4-way entry skid permitting the use of standard material handling equipment.
- 7. Seller must provide legible packing slips in duplicate in a conspicuous and easily accessible place on the inside of the shipping container, unitized or palletized load. The packing slip must state the purchase order tem number and part number as shown on this contract. When applicable, the packing slip must also include the appropriate control numbers (1.e., serial lot, batch, roll, heat lot, heat treat, etc.) and cure/manufacturing date. All associated paperwork (i.e., certifications, test reports, MRDs, etc.) Must be located with the packing slips. In addition, one copy of the packing slip must be in a conspicuous and easily accessible place on the outside of the shipping container or unit load. Each shipping container shall be identified with the address, purchase order, item number(s) and part number(s)

## G3579 PACKAGING SPECIFICATION - VARIABLE

Net or primary package will be a flexible transparent, heat-sealed bag. The bag thickness must be consistent with the size and weight of the contents. Paper bags are prohibited. All primary bags shall be identified with the ACC approved part number, nomenclature, quantity, manufacturer's name and lot number if applicable. Identification will be in indelible ink. Intermediate or secondary containers can be of plastic or chipboard material, however, they should not exceed 50 lbs. Tertiary or shipping containers should follow the general packaging instructions for unit loads. Note, typical example: 10 pins in primary package 10 primary packages in secondary container, then 10 secondary containers in tertiary container.



### **G4045 SHIPPING AND ROUTING**

When material ordered hereunder is to be shipped to any location other than ACC, seller shall provide to the consignee two (2) copies each of the release document and the actual certified test report(s). An ACC approved quality inspection stamp must be on each copy of the test report(s). Additionally, one (1) copy each of the release document and quality inspection stamped test stamped test report(s) are to be delivered to the ACC buyer. Payment will not be initiated until all documentation has been received.

# **G4106A ALLOWABLE SHIPPING TOLERANCE ON MILL GOODS**

In the event multiple delivery schedules are shown for any item ordered hereunder, the shipping tolerance shown below for such item will not be accepted any earlier than the last scheduled delivery of that item. Sixty (60) days after cumulative shipments reach a quantity within the shipping tolerances, as specified below, ACC will accept no further shipments against this contract. The allowable shipping tolerance for items ordered hereunder is plus and/or minus:

## **G4107 FIXED SHIPPING TOLERANCE ALLOWED ON MILL GOODS**

Sixty (60) days after cumulative shipments reach a quantity within the shipping tolerances as specified below, ACC will accept no further shipments against this contract. The allowable shipping tolerance for items ordered hereunder be plus or minus ten (10%) percent.

## G4108 DISPOSITION OF EXCESS MATERIAL SHIPPED TO ACC

Except as specifically authorized by this contract, ACC shall not be responsible for payment of goods delivered by seller which are in excess of the total quantity ordered, subject to authorized shipping tolerance. Upon receipt of any excess quantity, the ACC purchasing representative will notify seller of the over shipment and allow two (2) working days for seller's determination of whether seller will:

- (1) Pick up the excess material at ACC
- (2) Authorize packing and return shipment via freight collect with either determination, seller will be assessed a minimum packaging charge of two hundred dollars (\$200.00).

# G4503 TAX ITEMS FOR RESALE (OBSOLETE AUGUST 2007, REPLACED BY G0090C)

# **G5000 PROPERTY CONTROL ACCOUNTABILITY REQUIREMENTS**

This POR is applicable if tooling is supplied by ACC, ACC customers or the Government.

These terms prescribe the requirements ACC suppliers must meet in establishing and maintaining control over ACC, ACC customers or Government property. Supplier must comply with requirements of FAR 45.5 "Management of Government Property in the Possession of Contractors", which is incorporated by reference, and with these terms.

These terms apply to all ACC or Government property provided in connection with this contract from the time that the supplier received that property until ACC, in writing,



releases the supplier from accountability for the property and will survive the termination of the Purchase Order in which these terms have been incorporated.

## 1. Definitions

- A. Agency-peculiar property (see FAR 45.301).
- B. Facilities (See FAR 45.301).
- C. Government-furnished property (see FAR 45.101).
- D. Government property (see FAR 45.101).
- E. Material (see FAR 45.301).
- F. Real property (see FAR 45.101).
- G. Special tooling (see FAR 45.101).
- 2. Supplier Property Control System Approval
  - A. If Supplier does not have a "Government Approved" Property Control System, the supplier must establish written procedures and an implemented Property Control System that are fully compliant with the terms of this purchase order requirement. The Property Control System must include the development of property records for use during performance of the contract and retention of those records for as long as required by the contract. Supplier must request ACC's approval of the Supplier's Property Control System. ACC will evaluate Suppliers proposed Property Control System, identify any necessary changes, and, once accepted, approve Suppliers procedures and the implementation of the System. Once approved, Supplier must maintain its approved Property Control System in strict accordance with the procedures approved by ACC. ACC reserves the right to review Supplier's approved Property Control System to assure compliance with the requirements of this purchase order requirement.
  - B. ACC will accept a "Government Approved" Property Control System without review.
  - C. ACC's approval of or acceptance of the Government's approval of Supplier's Property Control System applies only to the specific Supplier name and address identified in ACC's written approval acceptance notification.
- 3. Property Control System Disapproval and Reinstatement (ACC/Government)
  - A. ACC reserves the right to withdraw approval of Supplier's Property Control System at any time. ACC will notify Supplier in writing of a proposed withdrawal, reasons for the withdrawal, and corrective action required. Supplier must promptly address problems identified and report resolution to ACC in writing within thirty (30) days. Failure to resolve problems may result in withdrawal of approval of Supplier's Property Control System and may require immediate return of ACC or Government-furnished property. As required, ACC may permit utilization of property for completion of work in process pending resolution of problem areas.
  - B. Supplier must notify ACC in writing of any unsatisfactory rating or disapproval of Supplier's Government Approved Property Control System. Supplier must also provide ACC a copy of any corrective action plan submitted to the Government, including a schedule of completion. If the Property Control System is subsequently



- re-evaluated and rated satisfactory or approved, a copy of that rating or approval must be provided to ACC.
- C. Supplier must notify ACC in writing of Supplier's relocation, name change or discontinuance of business as soon as such conditions are known. If Supplier intends to relocate, no ACC or Government furnished property may be moved to the new location without ACC's prior written consent.

# 4. Usage Limitation

A. ACC or Government property may be used only for its intended purpose unless otherwise approved by ACC or the Government. Supplier must immediately notify ACC in writing if any additional property is required or if any ACC/Government property provided is not needed.

### 5. Title

- A. Title to all materials, facilities, and Special Tooling (other than that subject to a special tooling clause) acquired by the Supplier on behalf of ACC or the Government (collectively "property") not vested in ACC or the Government upon Supplier's receipt of the property will pass to and vest in ACC or the Government when Supplier first uses the property in performing this subcontract or when ACC or the Government has paid for the property, whichever is earlier.
- 6. Identification Identification of ACC or Government Property will be performed as follows:
  - A. Agency Peculiar Property (APP).
  - B. ACC will provide Government Property numbered stickers or metal tags for affixing to the APP. Supplier will promptly affix the stickers or tags to the APP. To the maximum extent possible, Supplier will affix the sticker or tag to the APP such that the sticker or tag is easily accessible to barcode reading devices. Reports, documents, inventories and correspondence referring to the APP will include the Government Property number as part of the descriptive data.
  - C. Special Tooling will be identified according to the following ACC tool identification criteria:
    - (1) All identifying markings are subject to examination, as ACC deems necessary.
    - (2) ACC tool code identification letters and part numbers shall be shown on all inventories, shipping documents, receiving reports and other records related to the tool.
    - (3) If Supplier has an established system of tool identification, Supplier may use that system in addition to the ACC system. Supplier markings must be identified as such. If Supplier uses its own system in addition to the ACC system, Supplier must cross reference each item of special tooling with Supplier's and ACC's tool identification codes.
    - (4) Special Tooling codes will be determined and assigned as follows, unless instructed:



- (5) Tool Code letters are established such that suffixes are assigned to match the applicable engineering drawing part number or production assembly number.
- (6) When multiple tools with the same Tool Code letters and suffixes perform successive operations on the same numbered part, those tools will be successively identified by sequence use. For example:

a. First Tool: 68A321046-2001 FB

b. Second Tool: 68A321046-2001 FB2

(7) Duplicate number references will be used to identify duplicate tools. For example:

74A314912-2001 CKF Orig.

74A314912-2001 CKF Dup. 002

(8) When a tool is composed of more than one component or detail, each detail will be identified with a detail number. For example:

75A250342-2003 AF Det. 1

75A250342-2003 AF Det. 2

- (9) All tool rework required by engineering change will be recorded on the tool record at time of rework by indicating the engineering order, drawing revision, or other engineering authorization number or code to which the tool is reworked. Rework of Special Tooling due to engineering design changes must be certified by completion on ACC 1500, Tool Completion Report.
- 7. Procured, Produced or Rework Tools require Tool Completion Report Form ACC 1500
  - A. The Supplier shall prepare and submit ACC 1500 forms listing all Special Tooling produced, procured, or reworked. ACC will not accept ACC 1500 forms until ACC has inspected and approved the parts or assemblies from which the tools invoiced were provided, unless specific authorization to the contrary is provided. Tool lists must include the following data:
    - (1) The ACC tool number and code.
    - (2) The acquisition cost of each tool. If actual cost is not available, average or estimated acquisition cost will be acceptable.
  - B. The ACC 1500 must be signed by an officer of the Supplier, or an authorized designated representative, as certification that tool quality and identification statements are correct and that the tool list is complete to the degree stated.



- C. Partial tool lists will be numbered consecutively beginning with numeric one (1) for each individual purchase order and should be clearly marked "Partial Tool List".
- D. Invoices for Special Tooling will be paid by ACC only when ACC 1500 is received by the ACC Subcontract Administrator and the first item made with the Special Tooling is accepted by ACC.
- E. The tooling and programming shall be the property of ACC, ACC's customers or the government, but Seller shall retain responsibility for its maintenance and insurance. If tooling is being used by the Seller to fabricate a part, tooling must be returned to ACC upon demand.
- 8. Receipt of Pre-Production Units (PPUs), Qualification/Reliability Test Units (Q/RTUs) and Agency Peculiar Property (APP).
  - A. Invoices where applicable, for PPUs and Q/RTUs acquired or furnished will be payable only after the Supplier has submitted to the ACC Subcontract Administrator shipping documentation containing the nomenclature, type, model, part or drawing number, quantity, serial number and unit cost for each invoiced PPU or Q/RTU. If Supplier received APP, Supplier must sign and submit to the ACC Subcontract Administrator a copy of the Government's documentation against which APP was received, e.g. DD 1348, D 1149, or DD 250.
- 9. Receipt of Government-owned Material (GOM).
  - A. Supplier will, within 10 days, acknowledge receipt of GOM provided under this contract by forwarding a signed copy of each receipt document with the verification of quantity received to the ACC Subcontract Administrator.
  - B. The Supplier shall report to the Government, via Standard Form 364, Report of Discrepancy (ROD) shortages/overages and other discrepancies for property received directly from the Government. A copy of the Form shall be provided to the ACC Subcontract Administrator.
  - C. Damaged or missing subassemblies shall be reported to the ACC Subcontract Administrator and the appropriate Government Agency that exercises cognizance over the Supplier's facility.

# 10. Seller's Liability

- A. Supplier's liability for shortages, loss, damage, or destruction to ACC/Government property is set forth in this purchase order applicable to that property. Supplier's liability will survive until ACC, in writing, releases Supplier from such liability without regard to the termination or expiration of the purchase order in which these terms have been incorporated. Supplier may incur additional liability if use or consumption of ACC/Government property unreasonably exceeds the production allowances specified elsewhere in this contract.
- B. Supplier shall promptly investigate and report to ACC all cases of loss, damage, or destruction of ACC or Government property in Supplier's possession or control, including accepted products or end items. A written loss, damage or destruction report shall be submitted to ACC, or if directed, to the Government within 15 working days after the loss, damage or destruction becomes known. Reports must include the following information about each lost, damage, or destroyed item:



- (1) Production Purchase Order number under which the item was produced or acquired.
- (2) Description and item identification number of the item.
- (3) Estimated replacement or repair cost.
- (4) Date and time of loss, damage, or destruction.
- (5) Actions taken to prevent further loss, damage, or destruction and to prevent repetition of similar incidents.
- (6) Statement that no insurance costs or other means of the subcontract covering loss, damage or destruction of the property were charged to the subcontract, if applicable.
- (7) Security classification of the item, if any.
- (8) All known facts or circumstances that led to the loss, damage or destruction and a certification that the item was being used for its intended purpose.

## 11. Inventory Requirements

A. Items of property provided to the Supplier by ACC or produced or acquired by the Supplier for use on a ACC purchase order will be retained or disposed of as set forth in the applicable ACC purchase order or other written instructions from ACC. Physical inventories of ACC and Government property in the possession of the Supplier, or for which the Supplier has responsibility, shall be performed by the Supplier at least annually. Supplier shall prepare the report on DD 1662 in accordance with, and including all information set forth in DFARS 245.505-14, and shall submit the completed DD 1662 to the ACC Buyer. Supplier must retain records of each inventory and copies must be submitted to ACC. Physical inventories are also required immediately upon termination or completion of a contract unless ACC anticipates a follow-on contract. In that event, Supplier shall indicate on his property record documents that record balances have been transferred (referencing new purchase order number) in lieu of preparing a final inventory list. Final inventory records are to be submitted to the ACC Buyer responsible for this contract.

## 12. Access

A. Supplier will permit ACC, the Government, and their designees reasonable access to any ACC or Government property located on Supplier's premises. Supplier will also require that it's subcontractors permit such access.

## 13. Shipping/Transferring Property

A. If Supplier ships or transfers ACC or Government property to its subcontractor or agent, Supplier shall maintain files sufficiently documented to reflect Supplier's review and approval of the subcontractor's or agent's Property Control System. ACC or Government property to be shipped to ACC must be identified on Supplier's shipping documents and on ACC's shipping instructions and shipment must be authorized by ACC.

## **G7003 SELLER PRICE WARRANTY**



Seller warrants that prices shown herein are based on the latest actual cost data, and that prices shown herein are no greater than the prices being charged any other customer for similar parts in like quantities and schedules with equivalent specifications.

# G7506 AUTHORIZED MANUFACTURER'S DISTRIBUTOR

Seller shall procure all fasteners and/or electrical, electronic and electro-mechanical parts delivered to ACC and/or used in the manufacture of deliverable hardware directly from the manufacturer or authorized manufacturer's distributor, e.g., licensed or franchised distributor.

# G7509 SELLER SHALL MAKE NO NEWS RELEASE...

Seller shall make no news release public announcement, advertisement, denial or confirmation of some or any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of ACC.

# **G7515 ACC CONTRACTUAL AUTHORITY**

The responsibility for the contractual administration of this contract at ACC is vested in the procurement division of ACC. Accordingly the contract and any order (s) and/or amendments thereto shall require the signature of the ACC subcontract administrator or higher procurement division authority. Any effort on sellers part in performing a change to the scope of work prior to receipt of authorization from the ACC subcontract administrator or higher procurement division authority will be at the seller's risk.

## **G7524 RETURN OF ACC IDENTIFICATION BADGES**

Seller shall be responsible to insure that all of its personnel, and the personnel of its subcontractors, return ACC identification badges to the ACC security department upon completion of this contract. The seller will be held responsible for immediately notifying ACC security in the event of:

- A) Premature completion of a stated job by a subcontractor
- B) The dismissal and/or termination of an employee possessing a ACC identification badge prior to completion of stated job.

Failure to strictly adhere to the provisions of this condition may result in removal of seller from ACC's approved source file.

# **G7527 CERTIFICATES OF INSURANCE**

Seller shall provide to ACC, prior to the start of work required under this contract, certificates of insurance, which shall include satisfactory limits for public liability coverage, a hold harmless clause, automobile liability, workmen's compensation and/or employer's liability insurance. If seller does not complete performance of the work/service specified herein before the expiration date of said certificates, seller will provide ACC with acceptable extensions or renewals thereof before proceeding with said work beyond the expiration dates. Seller shall immediately notify the ACC purchasing representative, in writing, if the insurance is cancelled or materially changed. Contractor must furnish a current copy of his insurance certificate to ACC prior to commencement of any work or service that is to be performed on ACC premises.

G7533 SUBCONTRACTORS / LOWER TIER SUBCONTRACTORS / MATERIALMEN LIST



Notwithstanding any provision of this contract to the contrary, the contractor warrants that it will furnish a list to ACC Accounts Payable, of all subcontractors, lower tier subcontractors and materialmen who are providing or have or will provide labor and/or material for this contract over the value of \$500. In addition the contractor warrants that it will present to ACC Accounts Payable properly executed lien waivers from the contractor for all the aforementioned subcontractors, lower tier sub-contractors and materialmen before ACC will be obligated to make final payment on this contract. The contractor hereby agrees, after acceptance of this contract, to furnish the above list of subcontractors, lower tier subcontractors and materialmen within the agreed-upon period of time.

## **G7583 ANNUAL REPRESENTATIONS AND CERTIFICATIONS**

This special condition is applicable if this order is, or becomes equal to or greater than \$10,000 and is charged to a government prime contract. The seller certifies that annual representations and certifications have been submitted to ACC and that the submittal is current, accurate and complete as of the date of seller's bid. If buyer awards a contract or purchase change order to seller equal to or greater than \$10,000, the applicable annual representations and certifications incorporated is within one year prior to the effective date of award.

## **G7587 CREDIT VISIBILITY**

If Dunn & Bradstreet information is not available or if ACC has reasonable cause for concern, ACC may request and Seller shall provide financial data, on a quarterly basis, to ACC for credit and financial condition reviews. Said data shall include balance sheets, profit and loss and cash flow information and are to be made available within 72 hours of any written request by ACC.

# **G8002A MODIFICATION OF TERMINATION CLAUSE (OBSOLETE October 2021)**

# **G9506 PRIOR APPROVAL FOR FOREIGN SUBCONTRACTS**

Seller may not offer to subcontract or otherwise procure any item, or part thereof, ordered hereunder to or from any foreign subcontractor, supplier, or other source without the prior written approval of ACC. ACC expressly reserves the right to all industrial benefits and other offset credits arising in respect of, and all applications to coproduction or similar obligations of, all procurements from foreign sources of any items or parts thereof ordered hereunder, including the right to direct the manner in which each such procurement is effected and to require the provision of such information, in such form, as may be required to enable ACC to obtain the benefits thereof. All options or similar commitments obtained by seller, in respect of its procurement of any item or part thereof ordered hereunder, to procure additional quantities thereof to fulfill anticipated requirements ACC may have therefore shall be subject to the provisions hereof.

# **G9507 INSOURCING CLAUSE**

ACC reserves the right to manufacture itself or to have manufactured at an affiliated facility (in-source) any of the Items, in whole or in part, associated with this Purchase Order. The determination for in-sourcing shall be at the sole discretion of ACC. ACC shall not be liable to Supplier for manufacture or procurement of materials in advance of the lead time in accordance with the latest purchase order delivery schedule. Supplier agrees that any



manufacture or order of materials in advance of Supplier's lead time shall be solely at Supplier's risk and ACC assumes no liability for manufacture or procurement in advance of Supplier's lead time. In the case of in-sourcing activity, Supplier shall assign, at ACC's request, any Right to Buy Agreement or similar agreement to ACC and purchased raw material for Items with in lead time of manufacture will be sold to ACC at the cost under such Right to Buy Agreement or similar agreement. ACC will compensate Supplier for work in process within lead time at unit price per the purchase order. ACC will compensate Supplier for work in process at unit price per the purchase order. ACC agrees to give Supplier notice of such in-sourcing within lead time of manufacture of Items. ACC and Supplier will work together to determine which costs are associated with the assignment of the Right to Buy Agreement or similar agreement, the party responsible for payment and means of payment. This clause may be amended or exempted per special conditions via unique Terms and Conditions Agreement with Supplier and/or by written consent prior to purchase order finalization.

# **G9508 OFFSET ASSISTANCE/CREDIT**

Seller is hereby notified that ACC has certain industrial corporation and/or offset obligations as a result of commercial and foreign military sales to the following countries. To assist ACC in fulfilling these obligations seller is requested to pursue sources within these countries for the purchase of goods and services.

Australia	Italy	Switzerland
Canada	Malaysia	Taiwan
Denmark	Netherlands	Turkey
Finland	Norway	UAE
Greece	Saudi Arabia	United Kingdom
Indonesia	Singapore	
Israel	South Korea	

In order to enable ACC to obtain appropriate industrial cooperation and/or offset credit, seller is requested to notify ACC in advance of any such commitment or purchase from any foreign subcontractor or supplier.

# **G9509 INDEMNITY**

Seller will indemnify and save ACC, its officers, agents and employees harmless from all loss, costs, fees and damages because of injury, including death, to any person, including employees of ACC or seller, and/or damage to property, including the property of ACC or seller, arising directly or indirectly by virtue of this contract and resulting from seller's sole or joint negligence. The seller shall, upon ACC request, submit evidence of insurance in



amounts satisfactory to ACC covering the above obligations prior to commencement of work under this contract.

## **GP0100 EXCLUSIVE RIGHTS**

Items ordered under this contract are to be supplied to ACC Aerospace Services – St. Louis. All property, including but not limited to tooling, dies, patterns, documents, software, programming, and intellectual property provided by the Seller in support of the manufacture of items ordered under this contract are held by the Seller for the exclusive use of ACC. Use of this property for any other customer or contract is strictly prohibited. This requirement may be waived only by the written authorization of a duly authorized ACC representative.

## **GP0105 LIABILITY FOR WORK IN PROCESS**

For production orders, ACC will be responsible only for the cost of work in process and cost of material inside of the quoted lead-time for fabrication or the lead time for material – whichever is longer. ACC will be responsible for the cost of any work in process and cost of material inside of the quoted fabrication and programming plus material lead-time for First Article Verification units as ordered in conjunction with this contract.

# GP0110 MATERIAL SAFETY DATA SHEET REQUIREMENTS, ENVIRONMENTAL / HEALTH / SAFETY

This provision applies to all orders for chemical products and raw stocks/substrates. Although this provision includes orders for hazardous materials and chemical substances, it is not restricted to such products and may include materials such as raw stocks, substrates, resins, and broad goods:

- 1. Seller is required to provide a Material Safety Data Sheet (MSDS) if a product is hazardous as defined in OSHA 29 CFR 1910.1200. MSDS will be provided to the following addresses:
  - a. Attn: Officer of Environmental, Health and Safety, ACC, 142 J.S. McDonnell Blvd., St. Louis, MO 63042
  - b. Attn: Haas Group International, C/O ACC Aerospace, 142 J.S. McDonnell Blvd., Mail Code STL 2630, St. Louis, MO 63042



## **GP0115 CUSTOMER-SPECIFIC FLOW DOWN OF D6-51991**

Boeing requirements defined in the latest revision of document D6-51991 are hereby incorporated into this contract and the supplier must comply with all requirements, including those related to Boeing datasets and/or dataset derivatives used for product acceptance. The latest revision of D6-51991 is located at:

http://www.boeing.com/companyoffices/doingbiz/. The supplier must have the requirements readily accessible for conformance review and Boeing reserves the right to review ACC's supplier facility to verify conformance at any time.

# **GP0120 CHANGE ORDER APPROVAL FOR INDIRECT PURCHASES**

Changes or additions requested by ACC to the specification, statement of work or work scope must be documented by the supplier. Such changes or additions that result in incremental charges must be presented by supplier on ACC's Change Approval Form and signed by an authorized ACC representative prior to performing the requested change or addition. A copy of the signed Change Approval Form must be presented with the invoice associated with such changes or additions. Failure by supplier to get approval in advance may result in non-payment. Contact your ACC buyer for assistance.

## **GP0125 THIRD PARTY CALIBRATION**

ACC contracts with a third party for calibration activity. Suppliers that provide tools, equipment, or other products that require calibration are required to do the following:

- 1. provide copies of all current operating manuals, maintenance manuals, and calibration protocols to ACC,
- 2. provide duplicate copies of all current operating manuals, maintenance manual, and calibration protocols to ACC's designated third party calibrator,
- 3. provide future copies of all current operating manuals, maintenance manual, and calibration protocols to ACC's designated third party calibrator,
- 4. include ACC's third party calibrator in any and all training activities and make available duplicate training materials to the third party calibrator upon request by ACC or third party calibrator,
- 5. include ACC's third party calibrator as a participant in all installation, set up, and/or calibration activities during the initial phases of any equipment project with the purpose of providing adequate training on calibration protocols, software operations, error compensation, and documentation for the technical library.

The supplier under this purchase order will require no service contracts directly with ACC for calibration services.

### **GP0130 DOMESTIC MATERIAL SOURCES**

If a military contract, ACC subcontractors and their sub tier suppliers that purchase specialty metals as defined in DFARS 252.225-7014 (Alternate I), "Preference for Domestic Specialty Metals," in support on any ACC contract or purchase order exhibiting this clause are required to meet the requirements of DFARS 252.225-7014 (Alternate I) and to supply



certification of articles identifying domestic material origins or from a Qualifying country as defined in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

## GP0135 MATERIAL FLOW AND INVENTORY TRACKING FOR OFF-SITE SUPPLIERS

Upon receipt of this purchase order, Seller/Supplier shall contact the ACC Buyer for instructions to access the web page application required to comply with this purchase order. Material purchased under this purchase order will be managed via the ACC supplier managed material web page as described on the web page.

# **GP0140 ONLINE SYSTEM ACCESS**

In the event that Seller requires or is required to access Buyer's online systems for the purpose of responding to quotes or performing work under a Purchase Order(s), Seller's personnel shall request such access through the submittal of the user ID request form that can be obtained from the Buyer's purchasing representative. A form must be submitted by each of the Seller's employees requiring access and the form must be accompanied by a request on the Seller's letterhead as proof of employment with the Seller.

Seller shall promptly notify Buyer whenever the need to access the Buyer's online system ceases for any of the Seller's employees having access to the online system. The need for access to the Buyer's online system will cease for employees terminated, transferred or no longer employed by Seller. This notification must be sent to the Buyer's purchasing representative.

# **GP0145 INDUSTRIAL GASES**

Sellers of industrial gases will adhere to the following procedures and requirements:

Argon gases: Sellers of Argon gases will supply material with a composition in accordance with Boeing St. Louis Material Specification MMS 601 current revision. Argon will be tested per the current revision of MIL-A-18455. Upon delivery, Certificates of Conformance and Test Reports will be supplied and delivered to:

Attn: Metal Structures Process Control Laboratory
Aerospace Composite Center
142 JS McDonnell Blvd.
St. Louis, MO 63042



Oxygen and Acetylene gases: Sellers of Oxygen and Acetylene gases will supply material with a composition in accordance with the latest revision of specification BB-O-925A (Oxygen) and BB-A-106, Grade B (Acetylene). Upon delivery, Certificates of Conformance and Test Reports will be supplied and delivered to:

Attn: Metal Structures Process Control Laboratory

Aerospace Composite Center

142 JS McDonnell Blvd.

St. Louis, MO 63042

#### **GP0150 WELDING MATERIALS**

Weld Filler Materials:

All weld wire (filler material) supplied under Buyer's purchase order(s) shall conform to the requirements of ACC Material Specification GMS-WELD-0001. Seller shall require test reports for each delivery of welding electrodes, welding wire, or spooled wire and supply copies of the corresponding test reports with each delivery of material. Seller will also retain copies of all test reports. Such products – including filler rod – will be identified by Seller as required in specification GMS-WELD-0001.

Solder Flux:

Composition and testing will meet the requirements of AMS 3410 and AMS 3411.

**Tungsten Electrodes:** 

Composition and testing will meet the requirements of AWS A5.12.

# **GP0155 MIN/MAX INVENTORY**

ACC (Buyer) and Supplier as detailed on page 1 of Purchase Order (Supplier) mutually agree that the part numbers listed on this Purchase Order (Product) will be included in the min max inventory management system. Buyer will provide Supplier with minimum and maximum stocking levels (Min/Max) for the Products as specified. Supplier shall also maintain an inventory, equal to the minimum stocking level as specified by the Buyer, at Supplier's facility which will be available for shipment within a 3 business day period.

Buyer will supply Supplier with at least a 180 day forecast via the Min/Max website, to set and monitor the Min/Max stocking levels. Forecast quantities are Buyer's best estimate and



are therefore to be considered as non-binding in nature; they are for Supplier planning purposes only.

Via the Min/Max supplier website, Buyer will provide access to the daily inventory levels (with live data supplied via the website) on each Product to assist with managing the Min/Max levels. Supplier shall ship Product to Buyer as needed to maintain inventory levels between the target Min/Max range.

Buyer is responsible for all Product fabricated to Buyer specification, in the event of engineering change. At no time shall Buyer be responsible for any Product inventory in place at the Supplier's facility that exceeds 90 days of the estimated annual usage (EAU). The EAU shall be calculated based on the most recent forecast provided by the Buyer.

Delivery metrics will be measured based upon the Suppliers performance at maintaining inventory levels within the specified Min/Max range. The date listed for the line item on the Purchase Order does not reflect a delivery date nor will performance be measured against this date. The delivery date against the Purchase Order line item will be will be the suppliers quoted lead time.

### **GP0160 TWO BAG INVENTORY SYSTEM**

ACC (Buyer) and supplier as detailed on page 1 of Purchase Order (Supplier) mutually agree that the part numbers listed on this Purchase Order will be included in the two-bag inventory management system. Buyer will provide Supplier with the number of parts per bag (Bag Quantity) and the stocking levels will be up to a maximum of two bags for the Products specified.

Supplier shall also maintain an inventory, equal to the Bag Quantity, at Supplier's facility which will be available for shipment within a 3 business day period.

Buyer will supply Supplier with at least a 180 day forecast via the Min/Max website, to set and monitor the two bag stocking levels. Forecast quantities are Buyer's best estimate and are therefore to be considered as non-binding in nature; they are for Supplier planning purposes only.

Via the Min/Max supplier website, Buyer will provide access to the daily inventory levels (with live data supplied via the website) on each Product to assist with managing the stocking of the bags. The system will show the bag quantity and number of bags on hand, which will simply be the on hand quantity divided by the Bag Quantity. Supplier shall ship Product to Buyer as soon as the first bag is consumed, which will be indicated by the on hand inventory falling below 1 bag.

Buyer is responsible for all Product fabricated to Buyer specification, in the event of engineering change. At no time shall Buyer be responsible for any Product inventory in



place at the Supplier's facility that exceeds 90 days of the estimated annual usage (EAU). The EAU shall be calculated based on the most recent forecast provided by the Buyer.

Delivery metrics will be measured based upon the Supplier's performance at preventing stock outs. The date for the line item on the Purchase Order does not reflect a delivery date nor will performance be measured against this date. The delivery date against the Purchase Order line item will be 1/1/20XX.

### **GP0165 COUNTRY OF ORIGIN MARKING**

Unless excepted by law, section 304, Tariff Act of 1930, as amended (19 U.S.C. 1304) requires that every article of foreign origin (or its container) imported into the United States be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) shall permit, in such a manner as to indicate to an ultimate purchaser, the English name of the country of origin of the article at the time of importation into the Customs territory of the United States. Containers of articles excluded from marking shall be marked with the name of the country of origin of the article unless the container is also exempt from marking requirements.

## GP0170 INVENTORY CYCLE COUNTS ON ACC FURNISHED MATERIAL

Any material that ACC furnishes to a supplier is subject to random and periodic cycle counting. If requested to cycle count a material, the supplier must count the inventory and the results be returned to the requesting Buyer within three (3) business days. Inventory is to be counted and reported as follows: raw material, work in process, finished goods, product at processors/suppliers, finished product in transit to and not yet received by ACC and any scrap not yet dispositioned.

If there is any discrepancies between actual counts and ACC records, quantities must be resolved within three (3) business days by the Supplier and the Buyer. Particularly, attention should be paid to recent receipt and shipment situations, as ACC's inventory transactions versus a supplier's actual shipments or receipts may have a time delay/lag.