



V2X Proprietary

14 May 2026

Merced Yosemite Regional Airport (MCE)  
20 Macready Drive  
Merced, CA 95341

Attention: Karen Baker, Economic Development Associate  
Subject: V2X Proposal for Merced Yosemite Regional Airport  
Checkpoint Relocation Project  
Enclosures: (1) Cover Letter  
(2) Cost Volume  
(3) Contract for Supply of Goods and Services

Karen,

V2X Aerospace LLC is pleased to submit the subject Firm Fixed Price Proposal in the amount of **\$72,345.00**

The following terms, conditions, and assumptions apply to this proposal:

- The terms and conditions of Enclosure (3), inclusive of Exhibits 1-3, apply to any resultant award. As Enclosure (3) is a draft contract document, you may choose to either a) insert all relevant entity information and execute the contract by signing and dating Enclosure (3), or; b) issue your own purchase order referencing only and all portions of the Enclosure (3) document as applying to the award.
- The proposed Statement of Work and scope assumptions (see Enclosures 2 & 3) shall apply to any resultant award.
- The assumed Period of Performance begins July 2026. A more definitive schedule shall be coordinated and mutually agreed upon between the Customer and V2X Program Management after a finalized contract is in place.
- V2X requires an executed subcontract no later than four (4) weeks prior to the proposed deployment in order to provide sufficient lead time to issue subcontracts to the OEMs. Any award after that date may result in an adjustment to the price and/or schedule.
- This proposal is valid for forty-five (45) days.

Please direct any questions to the undersigned at (253) 370-4466 or [James.Waldeck@goV2X.com](mailto:James.Waldeck@goV2X.com).

Best regards,

A handwritten signature in cursive script that reads "James Waldeck".

James Waldeck  
Contracts Manager  
V2X Aerospace LLC



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# MCE Checkpoint Relocation Proposal

**May 14, 2026**

**Submitted to:**

Attn: Karen Baker, Economic Development Associate  
Merced Yosemite Regional Airport  
20 Macready Dr  
Merced, CA 95341  
(209) 724-8105 [Bakerk@cityofmerced.gov](mailto:Bakerk@cityofmerced.gov)

**Prepared by:**

V2X Aerospace LLC  
555 Industrial Dr. South  
Madison, MS 39110

**Submitted by:**

James Waldeck  
Contracts Manager  
Phone: (253) 370-4466 | Email: [James.Waldeck@goV2X.com](mailto:James.Waldeck@goV2X.com)

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## COST/PRICE PROPOSAL

### 1.0 EXECUTIVE SUMMARY

V2X is pleased to provide the following proposal for the MCE Checkpoint Relocation Project. V2X offers the same comprehensive and collaborative management approach and field engineering organization that successfully executes similar Transportation Security Equipment (TSE) relocation services for the Transportation Security Administration (TSA).

V2X's offering includes:

- A team experienced with deployments/movements of TSE at airports across the US.
- A TSA experienced Project Management and Supplier Administration Team.
- An experienced Site Lead to provide on-site support and coordinate OEMs, Shippers and Riggers.
- An experienced rigging team, with sufficient staff and specialized rigging equipment to safely move the TSE out of and into position. Our team has successfully deployed numerous checkpoints.
- OEM Certified Technicians to perform installation and de-installation of TSE.
- Comprehensive project pricing that includes de-install and install of all the proposed equipment.
- Documented Site Acceptance Test and Operational Readiness Tests, as applicable.
- Status Reports, and Decommission Checklists, OEM Site Acceptance Test (SAT) or Operational Readiness Test (ORT) documents as applicable.

### 2.0 PRICING DATA

The table below summarizes the cost for this effort only. The Period of Performance (PoP) to accommodate the move schedule is assumed to begin in July of 2026. A more definitive schedule shall be coordinated and mutually agreed upon between the Customer and V2X Program Management after a finalized contract is in place.

**Table 2.0-1 Proposal Values**

Description	Amount
<ul style="list-style-type: none"> <li>• Relocate the checkpoint equipment listed below at Merced Regional Airport (MCE).               <ul style="list-style-type: none"> <li>○ Relocation                   <ul style="list-style-type: none"> <li>▪ One (1) CEIA WTMD</li> <li>▪ Two (2) Leidos ETDs</li> <li>▪ One (1) CEIA BLS</li> <li>▪ Barriers, gates and ancillary equipment.</li> </ul> </li> </ul> </li> </ul>	<b>\$72,345</b>

### 3.0 TERMS, CONDITIONS, AND ASSUMPTIONS

V2X's proposed performance is predicated on acceptance of the terms and conditions provided via filename "03 - Contract for Supply of Goods and Services\_ MCE Checkpoint Relocation Project", included with this proposal submittal, which shall apply to any resultant award.



## Assumptions

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- V2X requires an executed subcontract NLT **4 weeks prior to proposed deployment** to provide sufficient lead time to issue subcontracts to the OEMs. Any award after that date may result in adjustment in cost and schedule.
- Each bid phase is performed during one contiguous travel period (one trip in and one trip out). Any excessive delay in travel (i.e., next day delay) due to weather, natural or man-made disasters, public unrest, airline equipment failures, etc. will result in a change order.
- No extra time for addressing failed units or delays caused by equipment performance. Extra days on site above the planned duration will result in a change order.
- OEM services need to be finalized two weeks in advance; rescheduling will result in a change order.
- No site preparation or restoration is included in this proposal.
- Local TSA will order needed FF&E (gates, barriers, manual diverter table [MDR], stainless steel tables, etc.) through the ReMAG process, if needed.
- Work will be accepted at OEM certification of operation via a Site Acceptance Test or Operational Readiness Test with no additional acceptance required by the customer.
- No special access requirements: Local TSA, Airport or GC will provide escorts as required.
- Procurement is for services only. Improvements of equipment aesthetics, such as the repainting or replacement of metal works, or replacing of belts, curtains or any subcomponent of the equipment is not included.
- Repair or replacement of currently worn or damaged subcomponents, such as wheels, belts, buttons and leveling feet are not included.
- Seller does not warranty the performance of the equipment after OEM certification as maintenance and operation is the responsibility of TSA.
- Services do not require permits and do not include coordination with local TSA project personnel.
- Period of Performance not to exceed eight (8) weeks.
- No Engineering support for drawings review or completion.
- No assessment of structural strength, stresses, or loading analyses will be required. No asbestos survey analysis, asbestos abatement, environmental analysis, or other analysis will be required.
- Inclement weather, state of emergency, and/or pandemic may prevent timely travel to and from airport sites in efforts to meet the schedule for site surveys and site validation reports.
- No Ground Penetrating Radar priced or needed.
- MOU/MOA approvals are in place with TSA-HQ, if required.
- Duress alarm relocation will be covered by others (Airport, GC, etc.), if needed.
- Third party TSA Certification pricing **is** included. TSA does not pay for testing on commercial projects.
- Quote does not include shipment or procurement of additional TSA ancillary equipment (barriers, gates, rollers, etc.) required for checkpoint operations. A change request may be required for V2X to ship additional TSA ancillary equipment (if available at the TSA Logistics Center) to get requested materials to site. Additionally, a change request may also be required for V2X to procure additional TSA ancillary equipment if the items are not available at the TSA Logistics Center.



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## TECHNICAL RESPONSE

### 4.0 SCOPE OF WORK

- Site survey
- Relocate/rig stated equipment and have OEM complete deinstallation/installation of:
  - 1 CEIA WTMDs
  - 2 Leidos ETDs
  - 1 CEIA/Smiths BLS
  - Any ancillary equipment (gates, barriers, tables, roller)
- Operational Readiness Test coordination and paperwork submittal, as required.

#### **The following applies to both scope Options:**

Rigging and installation of equipment shall be performed during the available window given by the airport on a non-holiday weekday.

### 5.0 DELIVERABLES, ACCEPTANCE CRITERIA, AND SCHEDULE OF PAYMENT

#### 5.1 Deliverables and Acceptance Criteria

Checkpoint Relocation: The project will be considered complete following certification of all the equipment and lanes in the scope section by the OEM for use in screening operations. Readiness certification is given by the OEM and documented via SAT/ORT documentation. Acceptance by the OEM constitutes acceptance of the deliverable.

#### 5.2 Schedule of Payment

One invoice for the full contract value will be submitted upon completion of the checkpoint relocation and acceptance of all deliverables.

# CONTRACT FOR SUPPLY OF GOODS AND SERVICES

## **Contract No. 5142026MCE**

This agreement (hereinafter referred to as the Contract) is effective as of [insert date] by and between V2X Aerospace LLC, a Delaware corporation (hereinafter referred to as V2X) having an office at 555 Industrial Drive South, Madison, MS 39110 and [insert entity name] (hereinafter referred to as Customer), having an office at [insert entity address].

### **RECITALS**

- A. The parties intend to work cooperatively on the Project, described as the **MCE Checkpoint Relocation Project**
- B. V2X submitted a proposal to the Customer for performance of certain work related to the Project;
- C. The parties have agreed to the definition of the scope of V2X's work including acceptance criteria as more fully described in Exhibit 1, V2X's deliverables and their corresponding delivery dates as detailed in Exhibit 2, and the schedule of payment to V2X as delineated in Exhibit 3;

NOW THEREFORE in consideration of the premises and covenants herein, the parties agree as follows:

**1. Commencement / Effectivity.** V2X's obligations under the Contract commence upon receipt of the fully executed contract that contains:

- a) a definitive statement of work including acceptance criteria (see Exhibit 1) and delivery schedule (see Exhibit 2) as mutually agreed;
- b) an agreed payment mechanism and payment schedule (see Exhibit 3), including assurance of payment in whatever form V2X may reasonably require; and,
- c) all other terms and conditions mutually agreed.

**2. Cooperation / Non-interference.** The Customer shall cooperate with V2X and shall do nothing to interfere with or otherwise frustrate V2X's ability, opportunity or right to promptly and efficiently carry out and complete its duties and obligations under the Contract. Any Customer decision or determination of compliance under the Contract must be based upon objective rather than subjective standards. Any Customer required consent, approval, waiver, cancellation, change, acceptance, or other action shall be fairly made or taken and not unreasonably withheld or delayed, so that each party may efficiently complete its obligations under the Contract.

**3. Changes.** The Customer may make a change, including an alteration or addition or deletion, within the general scope of work, and in which case V2X is entitled to a corresponding change to the Contract. Either V2X or the Customer may initiate a change request for evaluation. V2X will assess each such request and shall provide the Customer an estimate of the effect of the change on the cost/price to perform the work, as well as the schedule for completion of the work and any other affected terms and conditions. Prior to implementation

of any such change, each party's authorized representative shall agree and sign the written change order, which sets forth the changes in the scope of the work, deliverables and delivery schedule, price and payment schedule and any affected terms and conditions. Neither party is under any obligation with respect to any change until V2X receives the corresponding fully executed Contract change order. Failure of the parties to agree on scope, price, schedule, affected terms and conditions or other elements of a change will be considered a Dispute and subject to Article 13 herein below.

### **4. Payments.**

(A) The Payment Schedule (Exhibit 3) sets out the manner in which V2X will be paid for accomplishment of work, including as applicable a schedule of milestone events and amounts agreed by the parties and based upon demonstrable achievement of objective milestones or events that represent real physical progress and specified deliveries on the Project. Customer understands and agrees that upon putting a deliverable into productive use, such deliverable item is deemed accepted and V2X's entitlement to invoice and payment is triggered.

(B) Customer shall pay V2X upon receipt of each invoice for each delivery made and milestone successfully completed. Unless stipulated otherwise in the Contract, Customer shall pay V2X in United

States dollars via electronic funds transfer to the bank account designated in writing by V2X within thirty

(30) days following the date of V2X's invoice. Customer has five (5) business days to object to the invoice after which time the invoice is deemed correct. Grounds for objection are limited to non-conformance to the contract and the amount withheld shall be limited to the disputed amount; Customer shall pay V2X all undisputed amounts.

(C) In the event V2X completes a delivery or milestone earlier than as set forth in the schedule, V2X is entitled to invoice immediately and the Customer shall pay V2X for such early delivery or milestone accomplished.

(D) If V2X does not receive payment within the agreed period, V2X may apply finance charges on the outstanding balance at a rate of 1½% per month, which amount shall become payable either when included in the next invoice or upon receipt of V2X's separate invoice for such amount.

(E) Customer's timely payment to V2X is a material obligation under the Contract and if V2X does not receive payment in any event within thirty (30) days of the date payment is due, V2X may suspend performance under the Contract, without jeopardy of the termination, until such time as Customer satisfies in full all of its outstanding payment obligations to V2X; V2X's rights in this regard are without prejudice to its other rights and remedies available to it in Contract, at law, or in equity, including its entitlement to all costs of collection, attorneys' fees, and other damages.

5. **Title / Risk of Loss.** Title to any delivered item (excluding software) passes to the Customer concurrent with payment in full for such delivered item; risk of loss for any tangible item transfers at delivery as set forth in Incoterms 2010.

6. **Force Majeure.** Neither party will be liable to the other for delays due to an event beyond its reasonable control (Force Majeure Event), including but not limited to: an act of God; an act of Government including a change in laws or regulations; denial or revocation of a necessary export license by an agency of the U.S. government; an act of war, terrorism or public enemy, riots, civil strife, insurrection, sabotage, or espionage; fire; flood, earthquake, an unusually severe weather event or other natural disaster; epidemic, pandemic, quarantine; embargo, strike, lock-out, and other action by organized labor; and any other cause beyond the reasonable control of the affected party. As soon as practical after the occurrence of any such event, the affected party will notify the other party, which notice must include the event or cause of the delay, the anticipated impact on the schedule and the costs to perform the remaining effort under the Contract. Each party shall exert all reasonable efforts to mitigate the damages resulting from the occurrence of such Force Majeure Event(s). Upon receipt of the written notice of a Force Majeure Event, the parties will meet to mutually determine the best course of action, to include adjustment of the Contract schedule, equitable adjustment of the Contract price, and/or modification of the affected terms and conditions to account for the effects of the Force Majeure Event. The occurrence of any Force

Majeure Event does not relieve either party of its payment obligations under the Contract.

If a Force Majeure Event prevents V2X's performance for a period of 90 consecutive days or for 120 days out of a 12-month period, then either party may terminate this contract in which case Customer shall pay V2X for all milestone events completed, all deliveries made up to the date of termination, and any work in progress, including purchased material, it desires V2X to deliver.

## 7. Warranty.

(A) For each hardware item manufactured by V2X that is specified as a deliverable under the Contract, V2X warrants that, at the time of delivery, its delivered end product will be free from defects in material and workmanship and will meet the requirements of the functional specification, if any, as mutually agreed. If the Customer notifies V2X of a defect within one (1) year after delivery, the Customer shall provide prompt written notice to V2X specifying the nature of the defect. V2X shall at its discretion, and at its cost and expense, either repair or replace the defective item, provided that the Customer shall bear the cost of removing and shipping the defective item to V2X as well as the cost of re-installing the repaired or replaced item upon receipt from V2X. If V2X determines the failure or defect to be a warranty-covered item, V2X shall reimburse the Customer for the cost to ship the item to V2X's designated repair facility. Any item repaired or replaced under warranty shall enjoy the remaining, unexpired warranty period of the original item. V2X has no warranty obligation for a defect or damage that: (i) arises out ordinary wear and tear; (ii) is of a cosmetic nature; (iii) results from lack of or improper maintenance, misuse, abuse or use for a purpose other than for which the item was intended or designed; (iv) results from repair or attempted repair by a party (including Customer) that is not authorized by V2X to perform such repair; or, (v) caused by a Force Majeure Event.

(B) For items that are manufactured by others and delivered by V2X under this Contract, V2X shall pass-through the warranties of the original equipment manufacturer, if any, to the extent such are transferrable to the Customer. V2X makes no other or additional warranties related to such items manufactured by others.

(C) V2X warrants that its professional and technical services provided under the Contract will be performed in a workmanlike manner by competent personnel with pertinent experience in the field of effort and will be performed with that degree of care and diligence generally accepted in the U.S. aerospace and defense industry in effect at the time of performance. If any of V2X's services are found to be non-conforming within ninety (90) days after performance, then after receiving Customer's prompt written notice, V2X shall at its

cost and expense re-perform such non-conforming services. No other warranties/remedies apply.

- (D) For software that V2X provides as or as part of a delivered item, V2X warrants that the media upon which the software is delivered will be free from defects in material and workmanship for a period of ninety (90) days. V2X makes no warranty that the software will run uninterrupted, error-free, or virus-free. V2X shall run the software through an industry-recognized anti-virus and malware program prior to delivery to the Customer.
- (E) The warranty remedies provided in the Contract are the Customer's sole and exclusive remedies for breach of warranty and constitute V2X's sole liability with respect to breach of warranty provision.
- (F) **DISCLAIMER. V2X DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, TITLE, AND NON-INFRINGEMENT.**
8. **Indemnity.** Each party is responsible for the effects of its own negligence and willful misconduct during performance of the Contract including the warranty period, and each shall defend and indemnify the other from and against all loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the extent such claim or cause of action arises out the negligence or willful misconduct of the indemnifying party. The indemnified party shall provide prompt written notice to the indemnifying party, turn over sole control for the defense and settlement of the claim to the indemnifying party and the indemnified party shall cooperate with the indemnifying party in the defense as reasonably necessary at the indemnifying party's expense. If the joint or concurrent negligence of the parties is the sole cause of the damage or injury, each party shall share in the loss, cost or expense in proportion to its relative degree of negligence and the right of indemnity will apply to each such proportion.
9. **Insurance.** With respect to insurance requirements, V2X shall provide appropriate limits and types of coverage based upon V2X's standard types and limits of insurance as necessitated by the scope of work and consistent with V2X's experience with similar projects and prevailing market conditions. V2X shall carry insurance against risk of loss or damage to its own property or that for which it is responsible, and against liabilities for damages of third parties arising out of V2X's negligence. If Customer requests, V2X will furnish Certificate(s) of Insurance evidencing the types and amounts of policy coverages, and which will

provide for prior written notice of cancellation of any of these policies. If the Customer requires any additional project-specific insurance policy, it shall advise V2X and V2X shall provide the estimated cost of obtaining such project-specific policy, which shall be incorporated into the Contract and into the Project price.

10. **Limit of Liability.** The parties agree that whether due to delay, breach of contract or warranty, tort (including negligence and strict liability) or otherwise, neither shall be liable to the other for any special, indirect, incidental, punitive or consequential damages of any nature whatsoever or howsoever arising, including, without limitation, the other party's loss of actual or anticipated profits or revenues, loss by reason of shutdown, non-operation or increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment, or claims of customers. The parties agree further that V2X's total cumulative and aggregate liability for direct damages of Customer whether in contract, warranty, tort (including negligence or strict liability) or otherwise for performance or breach of the Contract or anything done in connection therewith, shall not exceed the total value of the Contract. This limitation of liability also extends to any of V2X's subsidiaries, affiliates, contractors and subcontractors of every tier performing work under this Project. The time period for Customer to bring claims against V2X must be within V2X's performance period set forth in this Contract, including the warranty period. The limitations on the parties' liability set forth in this Article 10 survive cancellation, termination, or completion of the term of this Contract.
11. **Exclusive Remedies.** To the extent contractual remedies are specified for breach, such remedies shall be exclusive and in lieu of any other remedy.
12. **Applicable Law.**
- (A) Each party understands and agrees that with respect to this Contract, it is bound by and must comply with the laws and regulations of the United States, including specifically those laws and regulations related to export control, Foreign Corrupt Practices Act and anticorruption, anti-boycott, and national security concerning protection of U.S. classified information; and neither party will take or will be required to take any action inconsistent with applicable laws or regulations.
- (B) In particular, the parties agree that the Contract and any dispute arising out of the Contract or related to the Contract shall be governed by the laws of the State of Delaware without respect to its conflicts of laws principles, and further the parties agree to the exclusive jurisdiction in state or federal court in that locale.
- (C) Notwithstanding the above, either party may seek injunctive relief in any court of competent jurisdiction against improper use of its proprietary information.

**13. Dispute Resolution.** The parties shall endeavor to resolve each dispute amicably and in a timely manner that reflects good faith and the spirit of cooperation. Resolution of the dispute will first be attempted locally through discussion and negotiation by the parties' on-site project managers and then, if still unresolved after 15 business days, through face-to-face meeting of each party's senior management responsible for respective business units performing on the Project; if the dispute cannot be resolved after a further 15 business days through these meetings, then either party may seek an acceptable resolution through facilitated mediation. If all such attempts fail to result in an acceptable resolution, then upon formal notification to the other party, either party initiate legal proceedings as permitted in this Agreement.

**14. Taxes / Duties.** V2X's prices in the Contract include all applicable U.S. Federal, State, and local taxes and duties. Unless otherwise specifically stated in the Contract, V2X's prices do not include any non-U.S. tax, customs duty, or levy which if imposed will result in an increase in the overall Contract price. If tax laws or regulations change and result in increased tax liability for V2X, the Contract price will be equitably adjusted reflective of that increased tax liability of V2X.

**15. Intellectual Property.** Background IP is intellectual property that is not produced under the Project Contract. V2X provides a non-exclusive, nontransferable license to the Customer for the limited right to use the Background IP solely for the defined purpose or Project. Background IP may not be separated out from deliverables. For intellectual property produced under the Project Contract (Foreground IP), V2X provides a non-exclusive, nontransferable license to the Customer for the right to use such Foreground IP. V2X grants no right in or delivery of source code related V2X Software (Background IP or Foreground IP) or to a third party's software. If the Customer is not the end user, V2X will provide required software and other materials once the Customer legally binds the end-user to the terms of V2X's end-user license agreement. For software and other materials of subcontractors or suppliers of V2X or their equipment delivered or software required under the Contract, V2X shall pass through to the Customer those transferable rights granted to V2X by the subcontractor/supplier conditional upon the Customer legally binding the end-user agreement to the terms of the subcontractor/supplier end-user license agreement, if any.

**16. Confidentiality.** Each party shall protect the other party's proprietary information from unintended disclosure or dissemination using the same degree of

care and diligence it uses to protect its own information of a similar nature, but not less than reasonable care. In addition, each party shall control access to the other party's proprietary information in accordance with all applicable U.S. export control and security laws and regulations and shall indemnify, defend and hold the other party harmless from every violation caused by it. Upon request of the other party, each party shall either return or destroy all of the other party's proprietary information furnished to it, including every copy, and shall provide a certification of destruction if the other party so requests. V2X makes no guaranty of accuracy and incurs no liability with respect to the proprietary information furnished to the Customer.

**17. Suspension.**

(A) The Customer may temporarily suspend all or part of V2X's performance under the Contract from time to time upon written notice to V2X. During the period of suspension, the parties will mutually agree upon the level of support and resources that remain committed to the Project pending conclusion of the suspension and the Customer agrees to reimburse V2X for these costs. Within ninety (90) days of Customer notice of suspension, the Customer shall either direct V2X to re-commence performance or advise V2X that the Contract is to be terminated. If the Contract is recommenced, the parties will agree on an equitable adjustment in the schedule and the Contract price for impacts caused by such period of suspension. If following the suspension period the Contract is not recommenced, then either party may terminate the Contract by formal notification to the other and Customer shall pay V2X for each milestone event accomplished and delivery made in accordance with Exhibit 3, as well as for V2X's termination settlement costs, including its work in process and non-cancellable liabilities.

(B) In the event the Customer fails to pay any V2X invoice within thirty (30) days following the date such invoice is payable, V2X reserves the right to suspend performance upon written notice to the Customer until payment to V2X is made in full, upon which time V2X shall be entitled to an equitable adjustment in the schedule and Contract price.

**18. Termination.**

(A) Either party may terminate all or a portion of the Contract for default, which is defined as a substantial breach of a material provision by the other party. In addition, either party may terminate the Contract if the other:

- (i) seeks protection under bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver is appointed for the whole or any part of its assets;
- (ii) assigns this Contract, in whole or in part, to a third party without prior written approval; or,

(iii) is acquired by a third party that is unacceptable (at the non-acquired party's sole discretion); or, if it becomes evident that the other party cannot fulfill its material obligations under the Contract.

(B) Prior to termination, the terminating party shall provide written notice to other party and the other party shall provide its remedial plan within ten (10) business days of such notice. Upon submission of the remedial plan, the parties will confer with the intent to agree on the details and schedule of the remedial plan, each party acting reasonably and in good faith. If the remedial plan is not accepted or cannot be agreed, this Agreement may be terminated upon formal notice of termination.

(C) If V2X terminates this Contract for default, Customer shall be liable to reimburse V2X for actual costs incurred including non-cancellable liabilities, any costs of de-mobilization, and any other costs associated with termination, plus a reasonable profit.

(D) In any event, Customer shall pay V2X in accordance with Exhibit 3 for all items actually delivered and milestones accomplished prior to the date of termination.

#### **19. General Provisions.**

(A) Independent Contractor. The parties do not intend to create a joint venture, pooling arrangement, partnership, or formal business organization of any kind; and neither party shall have authority to bind the other nor act as an agent for the other.

(B) No Export. Each party agrees it will not export, transfer or otherwise divulge technical data or provide defense services to any non-U.S entity or person (including any U.S. employee of a non-U.S. entity) without first obtaining the required official export authorization(s). V2X shall be responsible for submitting applications for all required export authorizations necessary for shipment of export-controlled items, technical data or provision of defense services.

(C) Assignment. Neither party may sell, assign, delegate or otherwise transfer the Contract or any right or obligation to a third party without the other party's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, V2X reserves the right at its sole discretion to terminate this Contract in its entirety in the event Customer is acquired or this Contract is part of an acquisition by a third party unacceptable to V2X.

(D) Waiver. Any failure by a party at any time to enforce or require the strict performance by the other party of any of the terms and conditions of the Contract shall not constitute a waiver by such party, and no waiver shall be binding unless executed in writing by the authorized representative of the party granting such waiver. Either party may affirm or reinstate a specific obligation or requirement set forth in the Contract, which was previously waived, by formal written notification to the other party.

(E) Amendment. The Contract may be modified or amended only with the prior written consent of authorized representatives of both parties.

(F) Publicity. Neither party shall make any news release, public announcement, advertisement or publicity concerning the Project, any proposals, any resulting contracts, or any subcontracts to be carried out without the prior written consent of the other party.

(G) Notices. Each party shall identify by name of the individual and provide the address and other pertinent information for the designated point of contact within its organization for receipt of formal notices. Any formal notice under, or in connection with, the Contract shall be in writing to other party's named individual point of contact at the address as designated in writing. Either party may change its designated point of contact by written notice to the other party.

(H) Severability. If any provision of the Contract is held to be unenforceable to any extent, the provision shall be reformed to the fullest extent permissible to affect the original intent of the parties, and the other provisions shall remain fully effective. Any such reformation of an illegal or unenforceable provision shall be incorporated pursuant to Article 3 entitled "Changes". In any event, Customer remains obligated to pay V2X for work performed in accordance with Article 4 entitled "Payments".

(I) Order of Precedence. In the event of any conflict, inconsistency or ambiguity between the provisions of the Contract, Exhibits, Appendices, Annexes, Attachments, and any referenced documents, the following order of precedence in descending order shall apply: (i) The Articles of this Contract; (ii) The Statement of Work, Exhibit 1; (iii) All other Exhibits, Appendices and Attachments; (iv) Any other document referenced in the Contract.

(J) Headings. Headings in the Contract are merely for the convenience of the reader and shall have no force or effect on interpretation of the terms of the Contract.

(K) Integration. The Contract shall constitute the entire contemporaneous representations, proposals, discussions and agreement of the parties and shall supersede all prior communications, whether oral or in writing.

[END]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate originals by their duly authorized representatives.

**V2X Aerospace LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**[insert entity name]**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT 1**  
**STATEMENT OF WORK**  
(including Assumptions)

**Checkpoint Relocation Project at MCE**

- Site survey
- Relocate/rig stated equipment and have OEM complete deinstallation/installation of:
  - CEIA WTMDs
  - Leidos ETDs
  - CEIA/Smiths BLS
  - Any ancillary equipment (gates, barriers, tables, roller)
- Operational Readiness Test coordination and paperwork submittal, as required.
- The following applies to the scope:
  - Rigging and installation of equipment shall be performed during the available window given by the airport on a non-holiday weekday.

**Assumptions**

- V2X requires an executed subcontract NLT **4 weeks prior to proposed deployment** to provide sufficient lead time to issue subcontracts to the OEMs. Any award after that date may result in adjustment in cost and schedule.
- Each bid phase is performed during one contiguous travel period (one trip in and one trip out). Any excessive delay in travel (i.e., next day delay) due to weather, natural or man-made disasters, public unrest, airline equipment failures, etc. will result in a change order.
- No extra time for addressing failed units or delays caused by equipment performance. Extra days on site above the planned duration will result in a change order.
- OEM services need to be finalized two weeks in advance; rescheduling will result in a change order.
- No site preparation or restoration is included in this proposal.
- Local TSA will order needed FF&E (gates, barriers, manual diverter table [MDR], stainless steel tables, etc.) through the ReMAG process, if needed.
- Work will be accepted at OEM certification of operation via a Site Acceptance Test or Operational Readiness Test with no additional acceptance required by the customer.
- No special access requirements: Local TSA, Airport or GC will provide escorts as required.
- Procurement is for services only. Improvements of equipment aesthetics, such as the repainting or replacement of metal works, or replacing of belts, curtains or any subcomponent of the equipment is not included.
- Repair or replacement of currently worn or damaged subcomponents, such as wheels, belts, buttons and leveling feet are not included.
- Seller does not warranty the performance of the equipment after OEM certification as maintenance and operation is the responsibility of TSA.
- Services do not require permits and do not include coordination with local TSA project personnel.
- Period of Performance not to exceed eight (8) weeks.
- No Engineering support for drawings review or completion.
- No assessment of structural strength, stresses, or loading analyses will be required. No asbestos survey analysis, asbestos

abatement, environmental analysis, or other analysis will be required.

- Inclement weather, state of emergency, and/or pandemic may prevent timely travel to and from airport sites in efforts to meet the schedule for site surveys and site validation reports.
- No Ground Penetrating Radar priced or needed.
- MOU/MOA approvals are in place with TSA-HQ, if required.
- Duress alarm relocation will be covered by others (Airport, GC, etc.), if needed.
- Third party TSA Certification pricing is included. TSA does not pay for testing on commercial projects.
- Quote does not include shipment or procurement of additional TSA ancillary equipment (barriers, gates, rollers, etc.) required for checkpoint operations. A change request may be required for V2X to ship additional TSA ancillary equipment (if available at the TSA Logistics Center) to get requested materials to site. Additionally, a change request may also be required for V2X to procure additional TSA ancillary equipment if the items are not available at the TSA Logistics Center.

## **EXHIBIT 2**

### **LIST OF DELIVERABLES AND DELIVERY DATES**

(including Acceptance Criteria)

Checked Baggage Equipment Relocation: The project will be considered complete following certification of the equipment by the OEM for use in screening operations. Readiness certification is given by the OEM and documented via SAT/ORT documentation. Acceptance by the OEM constitutes acceptance of the deliverable.

The Period of Performance will begin July 2026. A more definitive schedule shall be coordinated and mutually agreed upon between the Customer and V2X Program Management after a finalized contract is in place.

**EXHIBIT 3**

**PAYMENT SCHEDULE**

One invoice for the full contract value will be submitted upon completion of the checkpoint relocation and acceptance of all deliverables.

Total Contract Value **\$72,345.00**