

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 28	
1. REQUEST NO. N00104-15-Q-L007	2. DATE ISSUED 11 June 2015	3. REQUISITION/PURCHASE REQUEST NO. N001014-15-P-R-26378	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY NAVSUP Weapon Systems Support - Mechanicsburg P O Box 2020, 5450 Carlisle Pike Mechanicsburg PA 17055			6. DELIVER BY (Date) 90 days after date of order			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
NAME Marsha Williams, Code N713.11 marsha.williams@navy.mil		TELEPHONE NUMBER AREA CODE NUMBER 717 605-2727		9. DESTINATION		
8. TO:			a. NAME OF CONSIGNEE			
a. NAME		b. COMPANY		b. STREET ADDRESS		
c. STREET ADDRESS			c. CITY			
d. CITY		e. STATE	f. ZIP CODE		d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 30 June 2015		IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
	PERFORM EVALUATION AND REPAIR SERVICES AS REQUIRED SEE PAGES 2 AND 3 FOR ITEMS PLEASE RETURN COMPLETED RFQ, PAGES 2 AND 3 WITH THE OFFEROR'S PRICE QUOTE.					
12. DISCOUNT FOR PROMPT PAYMENT		a.10 CALENDAR DAYS (%)	b.20 CALENDAR DAYS (%)	c.30 CALENDAR DAYS (%)		d. CALENDAR DAY NUMBE R PERCENTAGE
NOTE: Additional provisions and representations are are not attached.						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		a. NAME (Type or print)	
b. STREET ADDRESS					b. TELEPHONE	
c. COUNTY					AREA CODE	
d. CITY		e. STATE	f. ZIP CODE		c. TITLE (Type or print)	
					NUMBER	

**PART I - THE SCHEDULE
SECTION B
SUPPLIES AND PRICES/COSTS**

CONTINUATION SHEET (OPTIONAL FORM 336)		REFERENCE NO. OF DOCUMENT BEING CONTINUED N00104-15-Q-L007		PAGE 2 OF 29	
NAME OF OFFEROR OR CONTRACTOR:					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	IN ACCORDANCE WITH SECTION B, PERFORM EVALUATION AND REPAIR SERVICES AS REQUIRED NSN: 4810-01-205-0363 NOMENCLATURE: VALVE AND ACTUATOR P/N: 81765-1				
0001AA	SAME AS ITEM 0001 ACR: AA REQ: PTWBE443370017 SERIAL #: 831-1 SHIP TO: PTW004 MARK FOR: PTWB00 CASE: TW-P-P-MCI PROJ: TP: 3	1	EA		
0001AB	SAME AS ITEM 0001 ACR: AA REQ: PTWBE443370018 SERIAL #: 46M SHIP TO: PTW004 MARK FOR: PTWB00 CASE: TW-P-P-MCI PROJ: TP: 3	1	EA		
0001AC	SAME AS ITEM 0001 ACR: AA REQ: PTWBE443370019 SERIAL #: 214 SHIP TO: PTW004 MARK FOR: PTWB00 PROJ: 3 CASE: TW-P-P-MCI PROJ: TP: 3	1	EA		
0001AD	SAME AS ITEM 0001 ACR: AA REQ: PTWBE443370020 SERIAL #: 055MIF SHIP TO: PTW004 MARK FOR: PTWB00 CASE: TW-P-P-MCI PROJ: TP: 3	1	EA		
0001AE	SAME AS ITEM 0001 ACR: AA REQ: PTWBE443370021 SERIAL #: 032-M1F SHIP TO: PTW004 MARK FOR: PTWB00 CASE: TW-P-P-MCI PROJ: TP: 3	1	EA		

NAME OF OFFEROR OR CONTRACTOR:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>NOTES;</p>	<p>1. FIRM FIXED REPAIR PRICING OR NOT-TO-EXCEED PRICING (SUBJECT TO DOWNWARD NEGOTIAONLY ONLY) IS BEING REQUESTED.</p> <p>2. AN AWARD WILL BE MADE TO THE LOWEST PRICES, TECHNICALLY ACCEPTABLE OFFEROR.</p> <p>3. ESTIMATED REPAIR PRICING WILL NOT BE ACCEPTED.</p> <p>4. THIS IS A SMALL BUSINESS SET-ASIDE.</p> <p>5. FAST PAY PROCEDURES ARE NOT APPLICABLE.</p> <p>6. DO NOT INDUCT INTO CAV.</p> <p>7. GOVERNMENT SOURCE INSPECTION IS REQUIRED.</p> <p>8. PACKAGING SHALL BE IN ACCORDANCE WITH BEST STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT.</p>				

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1. INSPECTION, PACKAGING, MARKING AND SHIPPING

- 1.1. Government source inspection is required
- 1.2. Contact DCMA transportation officer for shipping instructions
- 1.3. Packaging and marking shall be in accordance with best standard commercial packaging for overseas shipment
- 1.4. The contractor is required to ship by traceable means
- 1.5. Please send a completed copy of the DD 250 to NAVSUP WSS Codes N0213 and N85242

2. BEYOND ECONOMICAL REPAIR OR BEYOND REPAIR ASSETS (fill-in)

- 2.1. The contractor shall not begin servicing of any article(s), excluding Teardown, Test and Evaluation, where the total price to the Government (labor and parts) is reasonably expected to exceed **60%** of the item's replacement cost; as shown below. Furthermore, whenever it becomes apparent, prior to the submission of the quotation, that the cost for completing the servicing of any article(s) will exceed the foregoing figure, the contractor will discontinue the servicing of such articles. In either of the foregoing events, the contractor shall promptly advise the NAVSUP/WSS Attn: to the Buyer listed in Block 6 on Page 1, of the estimated cost of servicing such article. The contractor will subsequently be advised by NAVSUP/WSS PCO, if the article is to be serviced notwithstanding that the price for such servicing will exceed the figure above, or if determination is that servicing is to be discontinued. If the servicing is to be discontinued, NAVSUP/WSS PCO will provide disposition instructions for the item.
- 2.2. If an item is found to be either Beyond Economical Repair (BER) or Beyond Repair (BR), the Contractor shall notify the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) for verification of the item's condition. The QAR will provide their assessment of the items condition along with any other pertinent information to the DCMA Administrative Contracting Officer (ACO). The ACO will route the information to the NAVSUP WSS Procurement Contracting Officer (PCO). The contractor shall not scrap or cannibalize the item until written authorization is provided by the NAVSUP PCO.

3. SECTION B CLAUSES INCORPORATED IN FULL TEXT

NAVSUPWSSBA01 NOT-TO-EXCEED CEILING PRICES (JUN 2002)

The not-to-exceed amount for this order is\$. The amount obligated is \$

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE

- 1.1. Full Item Name for POWER SUPPLY ASSEMBLY Referenced in this contract/purchase order is <VALVE AND ACTUATOR, PART NUMBER 81765-1> (fill-in)
- 1.2. This contract/purchase order contains the requirements for repair and the contract quality requirements for the **VALVE AND ACTUATOR**.

2. APPLICABLE DOCUMENTS

- 2.1. Applicable Documents - The document(s) listed below form a part of this contract/purchase order including modifications or exclusions.
- 2.2. "Document References" listed below must be obtained by the Contractor. Ordering information is included as an attachment to this contract/purchase order.

3. REQUIREMENTS

- 3.1. Cage Code/Reference Number Items - The **VALVE AND ACTUATOR** repaired under this contract/purchase order shall meet the operational and functional requirements as represented by the Cage Code(s) and reference number(s) listed below. All repair work shall be performed in accordance with the Contractor's repair/overhaul standard practices, manuals and directives including but not limited to

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drawings, technical orders, manufacturing operations, tooling instructions, approved repair standards and any other Contractor or Government approved documents developed to provide technical repair procedures.

(fill-in)

CAGE Ref. No.
<99643, P/N 81765-1>

- 3.2. Marking - This item shall be physically identified in accordance with Best Commercial practices
- 3.3. Changes in Design, Material Servicing, or Part Number - Except for a Code 1 change, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the NAVICP-MECH Contracting Officer has notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished on this contract/purchase order, the Contractor shall furnish, for the substituting/replacement item, a drawing and an explanation of the reason for the change, explaining the reason therefore. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable for Government evaluation. When notifying the Procurement Contracting Officer of the reasons for making substitutions, the type of change shall be indicated by code number in accordance with one of the following statements:

Code 1: PART NUMBER CHANGE ONLY - If the Manufacturer's Part Number indicated thereon has changed, but the parts are identical in all respects, supply the item and advise NAVICP-MECH immediately of the new part number.

Code 2: Assembly (or set or kit) not furnished - Used following detail parts.

Code 3: Part not furnished separately - Use assembly.

Code 4: Part redesigned - Old and new parts are completely interchangeable.

Code 5: Part redesigned - New part replaces old. Old part cannot replace new.

Code 6: Part redesigned - Parts not interchangeable.

4. WORK STATEMENT SPECIFICATIONS

- 4.1. The Contractor shall repair and/or modify subject equipment to a ready for issue serviceable operating condition. The modified units shall be in accordance with the latest approved configuration.
- 4.2. Functions required to accomplish the above shall consist of the following tasks:
 - 4.2.1. Clean, visually inspect and bench test.
 - 4.2.2. Disassemble to the extent necessary to inspect for needed repairs, processes and parts or subassemblies required.
 - 4.2.3. Perform necessary repairs including rework and/or replace of parts of subassemblies.
 - 4.2.4. Reassemble, perform calibration, functionally test, perform acceptance inspection and prepare for shipment.
- 4.3. All repair work shall be performed in accordance with the Contractor's repair/overhaul standard practices manuals and directives, including but not limited to Drawings, Manufacturing Operations and Tooling (MOT) instructions, approved repair schemes, and any other Contractor approved document developed to provide technical repair procedures.
- 4.4. Repair Parts and/or subassembly replacement:
 - 4.4.1. Parts and/or subassembly replacement shall be in accordance with the applicable drawings and specification.

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4.4.2. Parts and/or subassemblies determined by the contractor, to be economically repairable shall be reworked by the contractor and used in so far as practical in lieu of using new parts.

4.5. Prior to induction for repair, the DCMA QAR must approve or disapprove the rejection of any item determined by the contractor as being beyond economic repair.

5. SECTION C CLAUSES INCORPORATED IN FULL TEXT

252.211-7005

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcms.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall—

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI: _____

Facility: _____

Military or Federal Specifications or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

1. PACKAGING

1.1. Preservation, Packaging, Packing and Marking - Preservation, Packaging, Packing and Marking shall be in accordance with the Contract/Purchase Order Schedule and as specified below.

BEST STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT

2. SECTION D CLAUSES INCORPORATED IN FULL TEXT

NAVSUPWSSDA06 ITEM MARKING REQUIREMENTS (JUN 2006)

Item marking requirements and methods for identification of items of Military Property produced, stocked, stored, and issued by or for the Department of Defense shall be in accordance with MIL-STD-130, REV M.

3. SECTION D CLAUSES INCORPORATED BY REFERENCE

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

1. QUALITY ASSURANCE

- 1.1. **Responsibility for Inspection** - Unless otherwise specified in the contract/purchase order, the Contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract/purchase order, the Contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.
- 1.2. **Responsibility for Compliance** – All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material. Either indicated or actual, nor does it commit the Government to acceptance of defective material.
- 1.3. **Records** - Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of contract/purchase order and for a period of 365 calendar days after final delivery of supplies.
- 1.4. **Inspection/Testing Repaired Items** - The Contractor shall perform all inspection and testing requirements as specified in the original manufacturer's specifications and drawings.

2. SECTION E CLAUSES INCORPORATED IN FULL TEXT

NAVSUPWSSEA05 INSPECTION AND ACCEPTANCE (MAY 2010)
(fill-in)

() 1. Inspection of Supplies shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- () Manufacturing Site at () by the Manufacturing Site CAO ()
() Subcontractor's Sites at () by the Subcontractor Site CAO ().

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() Packaging Site at () by the Packaging Site CAO ().

() 2. Final Acceptance of Supplies and Packaging shall be performed at the contractor's location on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

() Manufacturing Site at () by the Manufacturing Site CAO ().

() Subcontractor's Site at () by the Subcontractor Site CAO ().

() Packaging Site at () by the Packaging Site CAO ().

() Destination.

() 3. Inspection and Acceptance of Supplies will be performed by the consignee at Destination.

3. SECTION E CLAUSES INCORPORATED BY REFERENCE

52.246-2

Inspection of Supplies--Fixed-Price (Aug 1996)

52.246-16

Responsibility for Supplies (Apr 1984)

252.246-7007

CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014)

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

1. DELIVERY DATE

1.1. See Block 10 on page 1 of contract

2. SECTION F CLAUSES INCORPORATED IN FULL TEXT

NAVSUPWSSFA03 TRANSPORTATION ASSISTANCE (MAY 2010)

To obtain transportation assistance for an upcoming shipment, contractors are to follow the appropriate directions listed below, based on the terms and conditions of the specific contract.

1. For all contracts administered by a Defense Contract Management Agency (DCMA) office (as shown on Page 1 of the contract, or in a subsequent modification), contractors are to contact the Transportation Office at that DCMA.

If the DCMA Transportation Office is unable to provide assistance, contractors may contact NAVSUP WSS Code 0344.03 at (215) 697-2715.

2. For Fast Payment FOB Origin contracts administered by the NAVSUP WSS Mechanicsburg contracting officer (as shown on Page 1 of the contract, or in a subsequent modification), the contractor must first electronically submit a Ready-to-Ship notice to the Naval Operational Logistics Support Center (NOLSC) through their website <https://www.navsup.navy.mil/site/rts/>. Contractors with questions or problems may contact the NOLSC Shipment Processing Office via email address: nolsc_sts@navy.mil (preferred method). In an emergency, contractors may contact them at (757) 443-5449.

For this type of contract, additional information can be found in the clause NAVSUPWSSFA20 entitled "NOLSC-SP WEB-BASED CONTRACTOR SHIPMENT REQUEST PROCEDURES -- FOB ORIGIN FAST PAY."

3. For FOB Destination contracts, consignment address information is available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasinq/dodaac.asp?cu=d>.

For this type of contract, additional information can be found in the clause NAVSUPWSSLA19 entitled "CONSIGNMENT INSTRUCTIONS."

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NAVSUPWSSFA17 FMS ROR AND FREIGHT TRACKING INSTRUCTIONS (JUNE 2005)

(a) The contractor is required to upload tracking information to the NAVSUP WSS eBusiness website/ROR Database within 72 hours after receipt of each FMS repairable unit (including those resulting from Supply Discrepancy Reports and Quality Discrepancy Reports), and update tracking information as it occurs thereafter within 24 hours of each change in status (see the Fields below identified with "*" for the change in status events)

For instructions on access to and use of the eBusiness website/ROR database, visit <https://fmsweb.salts.navy.mil/ofactx/ESuite/esuite.asp> and click the "Contractor ROR Access" link.

(b) The following is the character position and field breakdown.

Character Position	Field
1-2	Country (The 2nd and 3rd position of the Document Number)
6-20	Document Number
21-25	Blank
26-33	Original ECD Date
34-41	Current ECD Date
42-49	*DOP (Depot Overhaul Point) Received Date
50-57	*DOP (Depot Overhaul Point) Induct Date
58-65	*DOP (Depot Overhaul Point) Completion Date
66-73	* RFI Shipped Date
74-81	* AWP (Awaiting Part) Date
82-89	* BER (Beyond Economic or Beyond Repair) Date
90-99	Final Repair Price
100-109	Estimated Repair Price
110-500	Remarks

Character positions 1-20 (Country, Case, and Document Number) are mandatory. These three (3) fields allow for identification of the repairable to the proper record and repair depot. Character positions 1-20 are required to be completed with each update. For example, on a first upload, positions 1-33 and 42-49 may be filled out. On the second upload, positions 1-33 and 42-57 are completed as the item goes from received to inducted. As another example, if the only field being updated is the DOP Completion date, then only character positions 1-20 and 58-65 need to be completed, although the option also exists to fill all or most fields on each upload.

For additional information on uploading the tracking information, call Ken Kittredge 215-697-9257.

NAVSUPWSSFA18 REPAIR DELIVERY (MONETARY LIMITATION) (JUN 2005)

The time of delivery for repaired items is 45 days after induction (computed from date of order or date of receipt of retrograde, whichever is later) until date of shipment. To the extent that the Contractor is unable to meet the Government's delivery schedule, it shall submit a proposed delivery schedule concurrently with its fixed price proposal. Any revised delivery schedule will be incorporated in the definitization modification.

NAVSUPWSSFA22 DIRECT SHIP FOR REDISTRIBUTION (JULY 2010)

a. The Government reserves the right to redirect the shipping destination prior to shipment of material. For material covered under the Navy's Enterprise Resource Planning (ERP)-based system, the Direct Ship procedures in paragraph (b) of this clause apply. Delivery orders with material that is covered by ERP will contain clause NAVICPFA09, "REDISTRIBUTION ORDER/READY FOR ISSUE - NAVY TRANSPORTATION - CAV DIRECT SHIP (JUNE 2010) in Section F. For material not covered by ERP direct ship requirements, the redistribution procedures in paragraph (c) apply.

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b. **DIRECT SHIP** - Direct Ship delivery orders means the Commercial Asset Visibility (CAV) reporter is required to wait 24 hours for a possible redistribution request before redistributing the repaired material to the contractual destination. The CAV Completion transaction for Direct Ship items shall be input when Inspection and Acceptance is complete and the repaired material is ready for shipment, which is the beginning point of the 24 hour time frame. The CAV reporter is responsible for checking the CAV Requisition Inbox for a requisition to be posted within 24 hours of reporting the Completion transaction. If a requisition is received via CAV, processing procedures can be obtained from the Requisition Processing Guide. If a requisition is not received within 24 hours, the CAV reporter will redistribute the material to the location(s) identified in the Basic Ordering Agreement/Long Term Contract.

c. **REDISTRIBUTION** - The contractor agrees to accept redistribution of material to be shipped at no increase or additional cost to the Government, provided notification of redistribution is received by the contractor prior to the release of such material for packaging and shipment. In the event notification of redistribution is received by the contractor for material that has been released for packaging but prior to shipment, the contractor agrees to use his best efforts to locate and reprocess such material in accordance with the redistribution directive.

3. SECTION F CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities (Sep 1989)
52.242-17	Government Delay of Work (Apr 1984)
52.247-29	F.o.b. Origin (Feb 2006)
52.247-32	F.o.b. Origin, Freight Prepaid (Feb 2006)
52.247-65	F.o.b. Origin, Prepaid Freight -- Small Package Shipments (Jan 1991)

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION

1.1. Nonconforming supplies as defined in FAR 46.101 will not be accepted without approval of the Procuring Contracting Officer (PCO).

1.2. The Administrative Contracting Officer (ACO) shall determine and insure that:

1.2.1. All units determined by the contractor to be beyond economical repair shall bear a confirmation by the DCMA QAR or ACO and shall accompany the contractor's evaluation to the PCO, ATTN: to the Buyer listed in Block 6 on Page 1

1.2.2. The contractor shall not incorporate any newly proposed modifications or changes into the items inducted under this order without prior approval of the PCO.

1.2.3. Each DO-Form 250 issued under this order shall bear the notation "Commercially Serviced Material."

1.2.4. Any requests for additional funding above the established monetary limitation of this order, with appropriate reasons for the addition, will be addressed to NAVSUP/WSS ATTN: to the Buyer listed in Block 6 on Page 1

1.2.5. The completed units shall be identified by adding a decal or suitable marking on each unit in an easily accessible location and shall contain the following information:

1.2.5.1. Contractor's name, federal manufacturer code or trademark.

1.2.5.2. Completion date of repair/work.

1.2.5.3. Contract number.

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2. SECTION G CLAUSES INCORPORATED IN FULL TEXT

252.232-7006

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(fill-in)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s). (fill-in)

Invoice

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Source

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	

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Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Not Applicable

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Shirley Young, Code 0252.07, at (717)-605-1134 or via shirley.young@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988

SUP 5252.246-9400 Special Distribution of DO Form 250 (Jan 1992)

*(Only applicable for contracts that do **not** utilize FAR Part 13 Simplified Acquisition Procedures)*

The material Inspection and Receiving Report (DD Form 250) required to be furnished elsewhere herein shall be distributed by the Contractor in accordance with Tables 1 and 2 of the DOD FAR Supplement Appendix F, "Material Inspection and Receiving Report." The Addresses set forth below are those required to be specified within the contract by the aforementioned Table 2.

Activity:

Address:

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**NAVSUPWSSGA02 NOTE FOR CONTRACTOR/ADMINISTRATIVE CONTRACTING OFFICER
(JUNE 2007)**

(fill-in)

The following indicated with an "X" in the block is applicable:

() When a DCMC office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to his office for necessary action. Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:

Code <> Weapon System LRC <>

Telephone (717) 605- <>

E-Mail: <>

(If above fill-in is blank, refer to block 6 of the DD1155 or block 5 of the SF26 for POC information).

Telephone inquiries should be made only in cases of extreme urgency and must be confirmed in writing within 48 hours. If the inquiry involves technical questions (drawing, specification, etc.) inquiry should be submitted in accordance with the procurement specification.

(<>) NOTE FOR CONTRACTORS FURNISHING LEVEL I/SUBSAFE MATERIAL:

Material certifications must be addressed to the Post Award Procurement Contracting Officer. Mailing envelope must be plainly marked "DELIVER UNOPENED TO CODE <> , POST AWARD PCO.

(<>) NOTE FOR NAVY REQUISITIONING AND NAVY MONITORING ACTIVITIES:

Forward status and expediting inquiries to NAVSUP WSS as follows:

CASREP/OTHER - DSN 430-2460 or 2461

FBM - DSN 430-4490

NAVSUPWSSGA06 NOTE TO POST CONTRACTUAL MATTERS-REPAIR (JAN 2004)

For matters not delegated to the Administrative Contracting Officer (ACO), the Procuring Contracting Officer (PCO) Representative is listed on page 1, block 6.

This order covers induction for a one year period from the date of this order, unless otherwise directed by the PCO.

Within 30 days after the last day cited for induction, the contractor will advise the cognizant PCO Representative of how many units were inducted against each item.

Within 60 days of the last day cited for induction, the ACO shall issue a modification to the order reducing all excess quantities and funds, unless otherwise directed by the PCO.

For a complete list of all possible input and output Part Numbers and National Stock Numbers for items repaired under this order, see the continuation sheet for repair Purchase Orders or Attachment A for Long Term Contracts or Basic Ordering Agreements.

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

1. SECTION H CLAUSE(S) INCORPORATED BY REFERENCE

252.204-7005

ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

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PART II – CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

1. SECTION I CLAUSES INCORPORATED IN FULL TEXT

52.213-3 Notice to Supplier (Apr 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Dec 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jul 2013).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) 52.233-1, Disputes (May 2014).

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(viii) 52.244-6, Subcontracts for Commercial Items (Oct 2014).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

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(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiv) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR, DFARS and NMCARS at the Hill AFB website --
<http://farsite.hill.af.mil/VFFARa.htm>

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FAR only at the GSA website (click on "Regulations: FAR") --
<http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>

DFARS and NMCARS only at the DPAP website --
https://acquisition.navy.mil/rda/home/policy_and_guidance

The text of all NAVSUP and NAVICP clauses will be contained in the body of the contract.

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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52.216-24 Limitation of Government Liability (Apr 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$ (fill-in) dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$ (fill-in) dollars.

52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that—

(a) It () has, () has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that--

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. Also, the full test of a clause may be accessed electronically at this/these address (es).

FAR, DFARS and NMCARS at the Hill AFB website --
<http://farsite.hill.af.mil/VFFARa.htm>

FAR only at the GSA website (click on "Regulations: FAR") --
<http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>

DFARS and NMCARS only at the DPAP website --
https://acquisition.navy.mil/rda/home/policy_and_guidance

The text of all NAVSUP and NAVICP clauses will be contained in the body of the contract.

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252.203-7000

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

- (a) Definition. "Covered DoD official," as used in this clause, means an individual that—
- (1) Leaves or left DoD service on or after January 28, 2008; and
 - (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—
 - (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
 - (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
 - (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
 - (ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.
- (b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.
- (c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

252.203-7002

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart [203.9](#) of the Defense Federal Acquisition Regulation Supplement.
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

252.204-7015

DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

- (a) *Definitions.* As used in this clause:
- "Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.
- "Litigation support contractor" means a contractor (including an expert or technical consultant) providing litigation support under a contract with the Department of Defense that contains this clause.
- "Sensitive information" means confidential information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.
- (b) *Authorized disclosure.* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

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(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) *Flowdown.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

252.217-7027

CONTRACT DEFINITIZATION (DEC 2012)

(a) A firm-fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm fixed price proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Firm Fixed Price Proposal Submission:	TBD
Begin Negotiations:	TBD
Contract Definitization:	TBD

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by:

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$ (fill-in).

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252.225-7012

PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

(a) Definitions. As used in this clause—

“Component” means any item supplied to the Government as part of an end product or of another component.

“End product” means supplies delivered under a line item of this contract.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Poland
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

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(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

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(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include—

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

252.225-7027

**RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES
(APR 2003)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of _____, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

NAVSUPWSSIA19

**CONFIGURATION MANAGEMENT FOR SIMPLIFIED ACQUISITION
(DEC 2004)**

(a) The Contractor shall not make any configuration changes, engineering changes or part number changes to the contract/purchase order items, including, but not limited to, the item's hardware, software or firmware, unless approved by the Procurement Contracting Officer (PCO). In addition, approval by the appropriate technical authority may also be required. Guidance on how to submit a proposed engineering or part number change may be obtained from the PCO.

(b) The Contractor shall not manufacture any item for acceptance by the Government that incorporates a known departure from technical or contractual requirements unless a request for a deviation has been approved. Authorized

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deviations are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline. Any deviation, major or minor, must be approved by the PCO prior to acceptance

2. SECTION I CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements (Aug 1996)
52.204-9	Personal Identity Verification Of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)
52.204-13	System for Award Management Maintenance (Jul 2013)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation (Dec 2014)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Dec 2014)
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocations Requirements (Apr 2008)
52.213-3	Notice to Supplier (Apr 1984)
52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
52.219-8	Utilization of Small Business Concerns (Oct 2014)
52.219-28	Post-Award Small Business Program Rerepresentation (Jul 2013)
52.222-19	Child Labor--Cooperation with Authorities and Remedies (Jan 2014)
52.222-24	Preadward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)

() **Alternate I (Feb 1999)**. As prescribed in 22.810(e), add the following as a preamble to the clause: (Use if the contract is exempt from one or more of the requirements of E.O. 11246.)

Notice: The following terms of this clause are waived for this contract: () (Contracting Officer shall list terms.)

(end of clause)

52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-29	Notification of Visa Denial (Jun 2003)
52.222-50	Combating Trafficking In Persons (Feb 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.232-25	Prompt Payment (Jul 2013)
52.233-3	Protest after Award (Aug. 1996)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.242-13	Bankruptcy (Jul 1995)
52.253-1	Computer Generated Forms (Jan 1991)
252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
252.225-7013	DUTY-FREE ENTRY (NOV 2014)
252.225-7021	TRADE AGREEMENTS (NOV 2014)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

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252.232-7003

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

252.232-7010

LEVIES ON CONTRACT PAYMENTS (DEC 2006)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

ATTACHMENT 1	Ordering Information for “Document References”
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PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTES

(THIS SECTION INTENTIONALLY LEFT BLANK)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

1. SECTION L CLAUSES INCORPORATED IN FULL TEXT

NAVSUPWSSLA18

REVIEW OF AGENCY PROTESTS (FEB 2013)

(Applicable when FAR clause 52.233-2 and/or 52.233-3 are included).

In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer’s decision on a protest is requested, it will not extend GAO’s timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address their correspondence to:

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 410, South End, Bay A30
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17055-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 1, Rm. 2209
700 Robbins Avenue
Philadelphia, PA 19111-5098

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NAVSUPWSSLA19 CONSIGNMENT INSTRUCTIONS (MAY 2010)

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasinq/dodaac.asp?cu=d>

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.

If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434

**NAVSUPWSSLA36 EVALUATION AND REPAIR SERVICES (PURCHASE ORDERS)
(FEB 2006)**

Evaluation to include inspection, disassembly and tests required to determine the extent of labor and material needed to restore the Government Furnished Property (GFP) described below to an operable condition. For the purposes of this acquisition, an operable condition is defined as capable of functioning and performing as a new unit without necessarily having the appearance of newness.

Repair Services to include labor and material required to repair and package the GFP cited herein. Property repaired hereunder shall be in accordance with drawing revision unless otherwise specified. If upon receipt of the order/contract such specifications are considered inappropriate, the contractor shall immediately recommend to the cognizant Contracting Officer that the repair work to be done in accordance with specifically identified specifications (including drawings) to which such articles were manufactured, and shall not commence the particular work concerned pending directions to be incorporated by modification. Additionally, whenever any specification of the order provides for the use of a specific article or its equivalent, the contractor may use any equivalent. Also, in those instances where specifications permit and if it is economically feasible to do so, component parts of the item(s) being repaired shall also be authorized to be repaired.

In addition to NSN and P/N markings, repaired units shall be marked with the purchase order number and date of repair in such a manner as to conform with the requirements of Military Standard Identification Marking of U.S. Military Property, MIL-STD-130 current edition (to the maximum extent possible).

The contractor shall determine, in conjunction with the ACO, if the GFP cannot be repaired. Disposition instructions for such property shall be requested from the Post-Award PCO identified in Section G of this award.

NOTE TO CONTRACTOR: UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PROCEED WITH THE PERFORMANCE UNDER THIS ORDER/CONTRACT IF THE GOVERNMENT FURNISHED PROPERTY (GFP) RECEIVED (NSN & P/N) DOES NOT EXACTLY MATCH THAT CITED IN THIS ORDER. ALSO, IF THE GFP HAS NOT BEEN RECEIVED WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDER/CONTRACT, CONTACT THE POST-AWARD PCO IDENTIFIED IN SECTION G OF THIS AWARD.

Repair Price Available

If Block 21 on the DD1155 does not indicate "Ceiling Price" and the Unit Price(s) in Section B of the award (see continuation sheet) does not indicate (EST), the REPAIR PRICE(s) was AVAILABLE to the Government and the funds obligated by this order are the result of negotiation conducted by the PCO and contractor. The amount shown represents the FIRM PRICE to complete repair of the GFP listed in the order.

Repair Price Not Available

If Block21 on the DD1155 indicates "Ceiling Price" and the Unit Price(s) in

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Section B of the award (on the continuation sheet) indicates (EST), the REPAIR PRICE was NOT AVAILABLE to the Government and the funds obligated by this order are provided to initiate evaluation and/or repair work which must be finalized and modification issued to the contractor before payment can be made. The contractor shall submit to the PCO a detailed pricing proposal, to include delivery (turn-around time) for repair of the unit(s) cited in the order. The repair proposal is due no later than 60 days from date of order or when costs incurred against the order are 50% of the contract price, whichever occurs first.

2. SECTION L CLAUSES INCORPORATED BY REFERENCE

**52.247-52 Clearance and Documentation Requirements -- Shipments to DoD Air or Water Terminal Transshipment Points (Feb 2006)
CONTRACT ATTACHMENTS**

ATTACHMENT 1 - Ordering Information for "Document References"

1. Ordering Information for Document References

1.1. The Department of Defense Single Stock Point (DODSSP), Website <http://www.dsp.dla.mil/>, provides product information for the Department of Defense Index of Specifications and Standards (DODISS) (i.e. Military/Federal Specifications and Standards), Data Item Descriptions (DIDs), and other DODSSP Products.

1.1.1. Availability of Cancelled Documents – DODSSP offers cancelled documents that are required by private industry in fulfillment of contractual obligations in paper format. Documents can be requested by phoning the Subscription Services Desk.

1.1.2. Commercial Specifications, Standards, and Descriptions – These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers of the applicable societies.

1.1.3. Ordnance Standards (OS), Weapon Specifications (WS), and NAVORD OSTD 600 Pages – These type publications may be obtained by submitting a request to:

Commander, Indian Head Division, Naval Surface Warfare Center
Code 8410P, 10 Strauss Avenue
Indian Head, MD 20640-5035

1.1.4. On post-award actions, requests for "Official Use Only" or "NOFORN" (Not Releasable to Foreign Nationals) documents must identify the Government Contract Number, and must be submitted via the cognizant Defense Contract Management Command (DCMC) for certification of need for the document. On pre-award actions such requests must be submitted to the PCO for certification of need for the document.

1.1.5. NOFORN Military Specifications and Standards (including Amendments, Change Notices and Supplements, but NOT interim Changes) to be ordered from:

Contracting Officer
NAVICP-MECH
Code 87321
5450 Carlisle Pike
P.O. Box 2020
Mechanicsburg, PA, 17055-0788

1.1.6. Nuclear Reactor Publications Assigned NAVSEA Documents and Identification Numbers (i.e. NAVSEA Welding Standard, NAVSEA 250-1500-1) are to be ordered from:

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Commanding Officer
NAVICP-MECH
Code 009
5450 Carlisle Pike
P.O. Box 2020
Mechanicsburg, PA 17055-0788

1.1.7. Technical Manuals Assigned NAVSEA Identification Numbers (i.e. NAVSEA Welding And Brazing Procedure, NAVSEA S9074-AQ-GIB-010/2489) are to be ordered from:

Naval Inventory Control Point
Code 1 Support Branch
700 Robbin Avenue
Philadelphia, PA 19111-5094

1.1.8. Interim Changes and Classified Specifications shall be obtained by submitting a request on DD Form 1425 to NAVICP-MECH.

2. Distribution Statements

- 2.1. In accordance with OPNAVINST 5510.1 all documents and drawings provided by the U.S. Navy to perspective Contractors must include a "Distribution Statement" to inform the Contractor of the limits of distribution, and the safeguarding of the information contained on those documents and drawings.
- 2.2. There are 7 (seven) separate distribution statement codes used for non-classified documents and drawings. The definition for each is as follows:

- A... approved for public release; distribution is unlimited
- B... distribution authorized to US Government agencies only
- C... distribution authorized to US Government agencies and their contractors
- D... distribution authorized to DoD and DoD Contractors only
- E... distribution authorized to DoD Components only
- F... further distribution only as directed by Commander, Naval Sea Systems Command, Code 09T
- X... distribution is authorized to US Government agencies and private individuals or enterprises eligible to obtain export controlled technical Data in accordance with OPNINST 5510.161