

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)(Rev. 7/07) FMS		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 06	
1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4.CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG. 1		RATING DO-A3	
N00104-17-R-X007	26 Oct 2016	N0010415PR26437				
5a. ISSUED BY NAVSUP Weapon Systems Support-Mechanicsburg 5450 Carlisle Pike P O Box 202 Mechanicsburg PA 17055-0788			6. DELIVER BY (Date) ASAP			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
NAME Brian K. Keckler Bldg 410, Bay J24 NAVSUP WSS Code: N714.9 Brian.k.keckler@navy.mil		TELEPHONE NUMBER AREA CODE 717		NUMBER 605-1883		9. DESTINATION a. NAME OF CONSIGNEE
8. TO:			FMS			
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) 10 Nov 2016		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)
0001	PERFORM EVALUATION AND REPAIR SERVICES AS DESCRIBED IN SECTION C: NSN: 9999 99 999 9999 MK 39 MOD 0 P/N 1980669-10 NOTES: DO NOT INDUCT INTO CAV. SHIP BY TRACEABLE MEANS IS REQUIRED. GOVERNMENT SOURCE INSPECTION IS REQUIRED. PACKAGING SHALL BE IN ACCORDANCE WITH BEST STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT. IF AN ITEM IS FOUND TO BE EITHER BEYOND ECONOMICAL REPAIR (BER) OR BEYOND REPAIR (BR), THE CONTRACTOR SHALL NOTIFY THE DEFENSE CONTRACTING MANAGEMENT AGENCY (DCMA) QUALITY ASSURANCE REPRESENTATIVE (QAR) FOR VERIFICATION OF THE ITEMS CONDITION ALONG WITH ANY PERTINENT INFORMATION TO THE DCMA ADMINISTRATIVE CONTRACTING OFFICER (ACO). THE ACO WILL ROUTE THE INFORMATION OT THE NAVSUP WSS PROCUREMENT CONTRACTING OFFICER (PCO). THE CONTRACTOR SHALL NO SCRAP OR CANIBALIZE THE ITEM UNTIL WRITTEN AUTHOIRIZATION IS PROVIDED BY THE NAVSUP WSS PCO.		03	EA		
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAY NUMBER PRECENTAG E
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			
b. STREET ADDRESS			a. NAME (Type or print)		b. TELEPHONE	
c. COUNTY					AREA CODE	
d. CITY		e. STATE	f. ZIP CODE		c. TITLE (Type or print)	
					NUMBER	

This request covers **FOREIGN MILITARY SALES (FMS)** priority requisition and requires the earliest possible delivery.

PRESERVATION, PACKAGING, PACKING: STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT.

INSPECTION/ACCEPTANCE: (X) Contractor's plant
() Destination

NUMBER OF DESTINATIONS: See Request for Quotation, Std Form 18.

ACCEPTANCE PERIOD: 15 Days from date of offer.

INFORMATION TO BE FURNISHED BY OFFEROR:

Company is: () small () manufacturer () minority business enterprise () 8(a) enterprise
() large () dealer () woman owned enterprise

Delivery _____ days
(offeror insert)

In the event the item price is quantity sensitive or set-up costs are substantial, alternate quotations are solicited:

Unit Price

Quantity requested (see Std Form 18)

Quantities _____ through

Quantities _____ through

To assist the Contracting Officer in analyzing each proposed price in order to determine the fairness and reasonableness of that proposed price, it is requested you provide with your quotation the appropriate information listed:

- | | | |
|---|------------|-----------|
| A. Catalog Price | <u>YES</u> | <u>NO</u> |
| 1. Is the item a standard commercial product sold in substantial quantities to the general public? (If yes, please furnish a copy of the price sheet with your quotation). | () | () |
| 2. Is the item, while not the exact catalog item, sufficiently similar so as to be compared with the catalog item? (If yes, please provide a copy of catalog price and briefly explain the difference) | () | () |
| B. Contractor's Pricing System
(In development of the current price, were the following generally accepted estimating procedures utilized?) | | |
| 1. Were cost estimates reviewed and approved by responsible company official(s)? | () | () |
| 2. Were specific procedures used in estimating direct/indirect costs? | () | () |
| 3. Were the source data used in development of cost elements current, accurate and complete? | () | () |
| 4. Were recently audited and approved rates and/or forward pricing rates negotiated and approved by the Administrative Contracting Officer utilized? | () | () |

THIS IS A SOLICITATION/SYNOPSIS COMBINATION

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

PROCEDURES AND PROCESSING OF UNPRICED ORDERS

- 1) Upon determination that a unpriced order will be used, the Contracting Officer will request the contractor to provide a proposal. The contractor agrees to submit a proposal with a firm fixed price and delivery schedule for each of the items to be repaired within NINETY (90) days after date of the contract award or receipt of assets to be repaired, whichever occurs last or as mutually agreed. The contractor agrees to submit with each proposal such information substantiating the proposed unit price as the Contracting Officer may reasonably require. The Contracting Officer may unilaterally issue an order upon agreement of price and delivery.
- 2) If an established pricing agreement is in effect between the parties, e.g. article price list, catalogue, etc.. the Contracting Officer may unilaterally issue a binding order in accordance with the terms of the pricing agreement.
- 3) If the order cannot be issued unilaterally, the order may be issue bilaterally.

PROCEDURES AND PROCESSING OF CEILING PRICED ORDERS

- 1) Upon determination that a ceiling priced/undefinitized order will be used, the contracting officer will request the contractor to provide a proposed ceiling price and delivery schedule. The contractor agrees to submit such information substantiating the proposed ceiling price as the PCO may reasonably require.
- 2) When the ceiling price and proposed estimated delivery schedule have been agreed upon, the contracting officer may unilaterally issue a ceiling priced/undefinitized order.
- 3) Within NINETY (90) days of the issuance of the order, receipt of assets to be repaired, whichever occurs last, or as mutually agreed upon, the contractor shall submit a firm, fixed price proposal, firm delivery schedule and substantiating pricing information, including cost or pricing data, where required. A qualifying proposal is defined in DFARS 217.7401.

ADDITIONAL PROVISIONS AND OBLIGATIONS OF THE CONTRACTOR

- 1) The contractor shall notify the contracting officer within ten (10) days, or as soon as reasonably possible, if items are received for which there is no contractual coverage in place or when the items cannot be identified by the given part number. After receipt of such notice, the contracting officer will advise the contractor of any actions to be taken. Performance and induction are not authorized until and order is issued.
- 2) The contractor shall provide appropriate and adequate storage for all items received.
- 3) The contractor shall notify the contracting officer if the required repair:
 - a. Is due to a defect in material or workmanship or
 - b. Is necessary due to delivery of a nonconforming item under a prior contract.
- 4) Prices negotiated on any undefinitized order shall not include overtime or shift premiums unless:
 - a. The contractor identified the use of such overtime or shift premiums at the time of the submission of the proposed ceiling price or within seven (7) days of the issuance of a monetary limitation order under \$150,000 and
 - b. The contracting officer has agreed to the use of overtime or shift premiums.
 - c. Overtime and shift premiums should only be used when it results in overall lower costs to the Government or is necessary to meet essential delivery or performance requirements.
- 5) Failure to agree upon any prices required to definitize an order will be deemed to be a dispute under FAR 52.233-1.

- 6) The articles to be repaired shall be shipped, and transportation charges prepaid, to the contractor's plant.
- 7) Articles that have been repaired shall be shipped via a Collect Commercial Bill of Lading to the Freight Forwarder. No transportation charges should be incurred against this order.
- 8) Distribution of Material inspection and Receiving Reports (DD250) and Bills of Lading
 - a. Attach one (1) copy in a waterproof envelope outside of shipping container.
 - b. Forward one (1) copy to the designated Freight Forwarder.
- 9) Shipment Less National Stock Numbers (NSN): Where a NSN is not assigned, shipment of material less NSN is authorized. If a Foreign Government designated "stocking number" is specified in the contract item description, all shipping documents shall cite this number in lieu of an NSN.
- 10) The delivery date for all undefinitized repair orders will be entered in the contractor's order management system as twelve (12) months from the time of induction and the proposed estimated delivery schedule will be entered in the contractor's order management system as the customer's request date. This date is subject to change upon definitization.

DFARS 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 cost or pricing data supporting its proposal.

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

1. 180 days after issuance of this order (although this date may be extended in writing at the discretion of the PCO); or
2. The date at which the amount of funds obligated under the contract action is equal to more than 50 percent of the not-to-exceed price.

(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 amount state in this order.

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK

- 1.1 General. The items to be furnished hereunder shall be repaired, tested, inspected, and accepted in accordance with the terms and conditions specified in this order. Government Furnished Property (GFP), including equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, special test equipment, or any other manufacturing aid required for the repair, manufacture, and/or testing of the subject item(s), will not be provided by the Government and shall be the responsibility of the Contractor unless expressly provided within this contract.
- 1.2 Repair Requirements. The Contractor shall provide the necessary facility, labor, materials, parts, and test and tooling equipment required to return the items to a Ready For Issue (RFI) condition. RFI is defined as that condition allowing the items to perform properly and reliably in an operational environment in a manner they were intended to operate.
- 1.3 Any repairs performed using unapproved changes to manuals, drawings, specifications, or unapproved changes to a repair source or facility are not permitted and any such changes are done entirely at the Contractor's own risk.
- 1.4 All repair work shall be performed in accordance with Contractor's repair/overhaul/inventory management standard practices, manuals, and directives including but not limited to drawings, technical orders, manufacturing operations and tooling (MOT) instructions, approved repair schemes, and any other contractor approved document developed to provide technical repair procedures in order to restore the item to a serviceable condition that will enable it to perform its intended function.
- 1.5 Beyond Physical Repair. Procedures: The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BPR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the country's Item/Repair Manager. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.
- 1.6 Beyond Economical Repair. Scope: An item is BER if the cost of the repair exceeds 80% of the replacement price identified by the PCO or Contractor. Procedures: Items determined to be BER will be separately priced if the repair is authorized by the PCO. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BPR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the country's Item/Repair Manager. After receipt of the required documentation, the PCO shall provide the

Contractor disposition instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.