

**R-1**  
**(03-2011)**

**Triumph Structures – Everett, Inc.**  
**423 Berry Way – Brea, CA 92821**  
**1415 75<sup>th</sup> Street SW – Everett, WA 98203**

**REQUEST FOR QUOTATION/REQUEST FOR PROPOSAL INSTRUCTIONS**  
**(COMMERCIAL AND OVERHEAD)**

*[These instructions apply to the Company submitting the response to this request and to that Company's employees, representatives, and agents.]*

1. **NOT AN OFFER.** This is a Request for Quotation or Request for Proposal ("RFQ/RFP") only and not an offer to purchase. You must not deliver any products or perform any services identified in this RFQ/RFP unless and until Triumph Structures – Everett Inc. ("Triumph") awards an Order.
2. **RESERVATION OF RIGHTS.** This RFQ/RFP does not commit Triumph to procure or contract for services or products, nor does it commit Triumph to pay any costs you may incur in preparation or submission of a quotation or a proposal (hereinafter "Quote") or in making necessary studies or designs for the preparation of a Quote. Triumph reserves the right to:
  - A. Conduct a pre-award survey or require other evidence of production, managerial, financial and similar abilities;
  - B. Subject any Quote to negotiation prior to awarding an Order;
  - C. Conduct pre-award surveys, fact-find and audit, and perform other related assessments; and
  - D. Make changes or revisions to this RFQ/RFP as required by new or different technical, contract or program requirements. You must submit any changes to your proposal that result from any change made by Contour's Procurement Representative to the RFQ/RFP. Your submission should be made, in accordance with the specific instructions in the Procurement Representative's written notice.
3. **QUALITY ASSURANCE COMMITMENT.** Triumph wants its name – and the name of its suppliers – to stand for quality and excellence. Quality requires that Triumph and its suppliers deliver conforming products on schedule. By "conforming product," Triumph means and our contracts require the delivery of products that fully comply with all drawing, planning, specification, standard, or other engineering and contractual requirements specified as part of an Order.
  - A. Commitment and conformance to quality requirements is an essential element in the source selection process and the performance of any Order.
  - B. Triumph will evaluate your current quality system and existing performance record, if any, as a factor in source selection. If you receive an Order, Triumph will monitor your quality and performance.
4. **AWARD OF ORDER.** Triumph may make an award without further discussion of quotes/proposals received; therefore, you should submit any quotes/proposals on the most favorable terms from both a price and a technical standpoint. Triumph reserves the right to reject any and all Quotes. Triumph will evaluate all Quotes with regard to quality, price, assurance of timely delivery, and any other factors that Contour, in its sole discretion, deems relevant in obtaining the best value. Triumph will award an Order only to a responsive and responsible offers.
5. **RESPONSIVENESS TO RFQ/RFP.** Your Quote must comply in all material respects with this RFQ/RFP. You should submit all questions or inquiries concerning this RFQ/RFP in writing to Triumph's Procurement Representative. Your Quote may be considered nonresponsive and disqualified from consideration if it fails to include any of the information set forth below. If any of the following information does not apply, your Quote must provide the reason the information does not apply. Required Information:
  - A. Pricing.
    - (1) Specify the unit and the total price for each line item.
    - (2) Submit prices based on manufacture concurrent with existing Orders, if any.

- (4) Segregate nonrecurring (set-up charges, manufacturing allowances, etc.) and recurring prices by line item.
- (5) Indicate payment terms. Prompt payment discounts will be considered in the source selection decision, when provided.
- (6) Provide all prices in U.S. dollars.
- B. Unless otherwise specified, FOB point shall be Triumph's designated receiving dock.
- C. Production.
  - (1) Quote your price for the shipping or the performance schedule specified. If another schedule would be more cost effective, propose the more economical schedule and resulting price as an alternative.
  - (2) Specify the lead time you will require to make first delivery after receipt of: (a) Order; (b) Triumph-furnished materials, if any; and (c) Triumph-furnished tools, if any. Also, specify reorder lead times. Lead times should be stated in weeks.
  - (3) Identify the maximum production rate attainable per month with existing facilities and tools.
  - (4) Carefully review all documents referenced in and/or received with this RFQ/RFP to ensure you: (a) have received all information you need to properly respond to this RFQ/RFP; and (b) understand and have priced all tooling and material requirements, processes and procedures in the Quote.
- D. Provide a "baseline" Quote, fully responsive to the requirements and provisions of this RFQ/RFP. Contour encourages you to submit recommended alternative Quotes, which might reduce the price by taking advantage of price breaks, delivery schedule variations, more economical packaging, bulk handling or change to configurations, materials, tolerances, finishes, etc. that will not impair any essential characteristics of form, fit or function, such as service life, reliability, ease of maintenance, or interchangeability. Alternative Quotes must be separately priced.
- E. Include a copy of a published price list or catalog with the Quote when a price list or catalog price is available for any line item.
- F. If you decline to submit a Quote response for any item described in this RFQ/RFP, provide the reason for your refusal.
- G. Specify that your Quote shall remain open for at least 90 days, unless otherwise specified.

## **6. RESPONSIBLE SUPPLIERS.**

- A. In determining whether a supplier is responsible, Triumph will consider a number of factors including, without limitation, the supplier's:
  - (1) Financial resources to perform the Order, or the ability to obtain them;
  - (2) Ability to comply with the required or proposed delivery or performance schedule;
  - (3) Past performance record;
  - (4) Record of integrity and business ethics;
  - (5) Organization, experience, accounting and operational controls, and technical skills; and
  - (6) Physical resources, including production, construction, and technical equipment and facilities.
- B. Contour may require you to provide acceptable evidence of your ability to obtain required resources set forth in A.(1) and (5) above. Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel.

## **7. PROTECTION, RETURN OR DESTRUCTION OF DATA AND INFORMATION.**

- A. By responding to this RFP/RFQ, you and your Company agree to protect the confidentiality of all Triumph-furnished data or information relating to this RFQ/RFP. You must not reproduce data or information that you receive from Triumph nor transfer such data or information to others, except for the limited purpose of supporting a response to this RFQ/RFP. You agree to destroy or return to Triumph the data or information, including copies, in the event that you do not receive an Order as a result of this RFQ/RFP. You also must require each of your potential subcontractors to return or destroy all Triumph-furnished data or information as set forth above. If you have executed a Non-Disclosure Agreement or confidentiality agreement ("NDA") with Triumph for the protection of Proprietary Information, you must protect any Triumph-furnished Proprietary Information covered by the NDA in accordance with the terms of that NDA.

- B. Data or Information provided with this RFQ/RFP may contain technical data as defined in United States of America export laws and regulations. You must comply with any and all export laws and regulations when exporting technical data to a foreign person whether in the United States or abroad.
- 8. PROPERTY.** If you will receive or acquire Triumph or Customer-owned property under the resultant Order, you must submit the following data items with the Quote (unless previously submitted to Triumph):
- A. A copy of your property control system approval letter issued by Triumph, if any.
  - B. A copy of your property control manual, if any.
  - C. A copy of your internal operating procedures implementing the property control system, if any.
  - D. A letter stating none of above (paragraphs A through C) is available.
- 9. CERTIFICATION.** By responding to this RFQ/RFP, you make the following certifications:
- A. The price(s) quoted are as low as prices charged to your most favored customer for similar quantities of like items purchased under similar circumstances.
  - B. No former Triumph employee, who terminated his or her employment with Triumph within two (2) years of this Quote, is representing you in connection with this Quote or any resulting Order, unless Contour's advance written authorization has been provided.
- 10. SUBMISSION OF BIDS/PROPOSALS.** Triumph must receive your Quote response by the due date specified. Deliver the response in a sealed envelope with exact information as reflected in the RFQ/RFP. When multiple envelopes/packages are submitted, submit the pricing portion in an envelope identified with the following exterior marking: "Pricing Information".
- 11. EXCEPTION TO RFQ/RFP PROVISIONS.** Any and all exceptions to the RFQ/RFP shall be stated in a separate document and returned with your Quote response.