NOTICE TO POTENTIAL QUOTERS:

- Use of Ozone Depleting Substances

In accordance with Section 326 of Public Law 102-484, the Department of Defense is prohibited from awarding any contract which includes a DOD-directed specification or standard that requires the use of a Class I ozone-depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a Senior Acquisition Official (SAO).

If quoters possess knowledge about any Class I ODS required directly or indirectly by the specification or standard in this RFQ, the Navy would appreciate such information.

Quoters are under no obligation to comply with this request and no compensation can be provided for doing so.

- Electronic and Information Technology (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 USC 794d), all EIT supplies and services provided under this order must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 *see FAR Subpart 39.2). EIT is defined at FAR 2.101.

Vendor agrees to ship via Power Track Trading Partners in lieu of a Government Bill of Lading. The vendor agrees to ship material at the estimated cost of $_____ from (City/St)_____to NRL by using one of the Power Track Trading Partners. Additional information is available by calling 202-767-2461. Material cannot be shipped by UPS or company truck when using the Power Track Trading Partners. Note: If material is drop shipped from an international company, the vendor shall inform the contracting officer and the shipment shall be marked FREE DOMICILE.

FAR 52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with it's quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with it's quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

For access to the FAR: <http://www.arnet.gov/far/>

For access to the DFARS: <http://www.acq.osd.mil/dp/dars/dfars.html>

FAR 52.214-34 Submission of Offers in the English Language (APR 1991)

FAR 52.214-35 Submission of Offers in U.S. Currency (APR 1991)
FAR 52.211-5 Material Requirements (AUG 2000) *(only applies if any order resulting from this RFQ requires the delivery of material.)*
FAR 52.217-3 Evaluation Exclusive of Options (APR 1984)

FAR 52.217-4 Evaluation of Options Exercised at Time of Contract Award (JUN 1988)

FAR 52.217-5 Evaluation of Options (JUL 1990)

FAR 52.204-3 Taxpayer Identification (OCT 1998)
FAR 52.207-4 Economic Purchase Quantity--Supplies (AUG 1987) *(only applies if any order resulting from this RFQ requires the delivery of material.)*

DFARS 252.204-7004 Required Central Contractor Registration (MAR 2000)

FAR 52.211-14 Notice of Priority Rating for National Defense Use (SEP 1990)

Any contract awarded as a result of this solicitation will be ___ DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

FAR 52.219-1 Small Business Program Representations (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238390.

(2) The small business size standard is $7 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999) (EO 11246)

FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

FAR 52.222-25 Affirmative Action Compliance (APR 1984)

FAR 52.222-48 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment--Contractor Certification. (AUG 1996) *(May apply if any order resulting from this RFQ requires the performance of a service.)*

FAR 52.222-49 Service Contract Act - Place of Performance Unknown (MAY 1989) *(may apply if any order resulting from this RFQ requires the performance of a service.)*

DFARS 252.204-7001 Commercial and Government Entity (CAGE) Code Reporting (AUG 1999)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)

DFARS 252.225-7000 Buy American Act - Balance of Payments Program Certificate (SEP 1999)
DFARS 252.225-7035 Buy American Act -- North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate (MAR 1998)
FAR 52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (MAR 2001)

(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 (Aug 1996)** (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (Jul 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, 13129)

(iii) **52.233-3 Protest After Award (Aug 1996)** (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) **52.232-1, Payments (Apr 1984).** *(Does not apply if payment is made by the Government credit card)*

(ii) **52.232-8, Discounts for Prompt Payment (FEB 2002).** *(Does not apply if payment is made by the Government credit card)*

(iii) **52.232-11, Extras (Apr 1984).**

(iv) **52.232-25, Prompt Payment (FEB 2002).** *(Does not apply if payment is made by the Government credit card)*

(v) **52.233-1, Disputes (Dec 1998).**

(vi) **52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).**

(vii) **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) **52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2001)** (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) **52.222-20, Walsh-Healey Public Contracts Act (Dec 1996)** (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States).

(iii) **52.222-26, Equal Opportunity (Apr 2002)** (E.O. 11246) (Applies to contracts over $10,000).

(iv) **52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)** (38 U.S.C.4212) (Applies to contracts over $10,000).

(v) **52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)** (29 U.S.C. 793) (Applies to contracts over $10,000).

(vi) **52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)** (38 U.S.C. 4212) (Applies to contracts over $10,000).

(vii) **52.222-41, Service Contract Act of 1965, As Amended (May 1989)** (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500).

(viii) **52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998)** (E.O. 12856)(Applies to services performed on Federal facilities).

(x) **52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999).** (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor registration (CCR) database as its source of EFT information.)

(i) **52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995)** (Applies to contracts over $25,000).

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

(iii) **52.247-29, F.o.b. Origin (Jun 1988)** (Applies to orders for supplies if delivery is f.o.b. origin).

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

(v) **52.252-6, Authorized Deviations (APR 1984)** (Applies to orders that include authorized deviations to FAR and DFARS clauses.)

(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 these addresses:

For access to the FAR: <http://www.arnet.gov/far/>

For access to the DFARS:
<http://www.acq.osd.mil/dp/dars/dfars.html>

(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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance 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.

Listed below are additional FAR clauses that may apply:

FAR 52.204-2 Security Requirements (AUG 1996) *(Applies only if the order requires the contractor to have access to classified material.)*

FAR 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

FAR 52.211-16 Variation in Quantity (APR 1984)
(Item Numbers _____N/A_____, 0% Increase, 0% Decrease
(May apply if order requires the delivery of supplies or materials.)

FAR 52.213-1 Fast Payment Procedures (FEB 1998) *(Does not apply if payment is made by the Government Credit card.)*

FAR 52.219-6 Notice of Total Small Business Set-aside (JUL 1996) or with Alternate I (JUL 1996)

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) *(Applies only if the order requires the delivery of hazardous material.)*

FAR 52.232-23 Assignment of Claims (JAN 1986)

FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1984)*(Applies only if the order requires the performance of a service on a Government installation.)*

FAR 52.243-1 Changes - Fixed Price (AUG 1987)*(Applies only when the order requires the furnishing of Supplies.)*

FAR 52.243-1 Changes - Fixed Price (Alternate I)(APR 1984) **(***Applies only when the order requires the performance of a service)*

FAR 52.243-1 Changes - Fixed Price (Alternate II) (APR 1984) *(When the order requires the furnishing of both Services and Supplies)*

FAR 52.245-1 Property Records (APR 1984) *(Applies only if there is Government furnished property (GFP) provided under the order.)*

FAR 52.245-2 Government Property (Fixed Price Contracts) (DEC 1989) *(Applies only if there is Government furnished property provided under the order.)*

FAR 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
Listed below are additional DFARS clauses that may apply:

DFARS 252.223-7001 Hazard Warning Labels (DEC 1991) *(Applies only if the order requires the delivery of a hazardous material.)*

DFARS 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003)

DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003)

DFARS 252.225-7013 Duty-Free Entry (APR 2003)
DFARS 252.225-7036 Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (MAR 1998)

DFARS 252.227-7013 Rights in Technical Data – Non Commercial Items (NOV 1995)

DFARS 252.227-7015 Technical Data – Commercial Items (NOV 1995)

DFARS 252.243-7001 Pricing of Contract Modifications (DEC 1991)

DFARS 252.227-7014 Rights In Non-Commercial Computer Software and Non-Commercial Computer Software Documentation (JUN 1995)

DFARS 252.227-7016 Rights in Bid or Proposal Information (JUN 1995)

DFARS 252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995)

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (JUN 1995)

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999)

YEAR 2000 COMPIANT INFORMATION TECHNOLOGY

If any Information Technology (IT), as defined at FAR 39.002, is to be acquired under this solicitation/contract it must accurately process date/time data from, into and between the twentieth and twenty-first centuries, the years 1999 and 2000 and leap years. It must also accurately process date/time data when used in combination with other existing IT that properly exchanges date/time data with it.

Vendor agrees to ship via Power Track Trading Partners in lieu of a Government Bill of Lading. The vendor agrees to ship material at the estimated cost of $_____ from (City/St)_____to NRL by using one of the Power Track Trading Partners. Additional information is available by calling 202-767-2461. Material cannot be shipped by UPS or company truck when using the Power Track Trading Partners. Note: If material is drop shipped from an international company, the vendor shall inform the contracting officer and the shipment shall be marked FREE DOMICILE.