## 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.

**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 its 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 its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For access to the FAR: https://www.acquisition.gov/far

For access to DFARS: http://www.acq.osd.mil/dpap/dars/dfars

**FAR 52.204-3 Taxpayer Identification (Oct 1998)**

**FAR 52.204-4 Printed or Copied Double-Sided on Post Consumer Fiber Content Paper (May 2011)**

**FAR 52.204-7 Central Contractor Registration (Dec 2012)**

**FAR 52.207-4 Economic Purchase Quantity—Supplies (Aug 1987)** (Only applies if any order resulting from this RFQ requires the delivery of material.)

**FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Dec 2010)**

**FAR 52.211-5 Material Requirements (Aug 2000)** (Only applies if any order resulting from this RFQ requires the delivery of material.)

**FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)**

Any contract awarded as a result of this solicitation will be _____DX rated order; _____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 52.214-34 Submission of Offers in the English Language (Apr 1991)**

**FAR 52.214-35 Submission of Offers in the U.S. Currency (Apr 1991)**

**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 52.219-1 Small Business Program Representations (Apr 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990.

(2) The small business size standard is $10.0 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)**

**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 the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification. (Feb 2009) (**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.)

**FAR 52.222.50 Combating Trafficking in Persons (Feb 2009)** (applies if any order resulting from this RFQ requires the performance of a non-commercial service)

**FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)**

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

**DFARS 252.211-7003 Item Identification and Valuation (Jun 2011)**
(Only applies if any order resulting from this RFQ requires the delivery of material with an acquisition cost of $5000 or more.)

**DFARS 252.225-7000 Buy American Act – Balance of Payments Program Certificate (Jun 2012)**

**DFARS 252.225-7035 Buy American Act - - Free Trade Agreements - - Balance of Payments Program Certificate (Jun 2012)**

**FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Aug 2012)**

(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 (June 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 (Sep 2006) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(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 (Oct 2008). (Does not apply if payment is made by the Government credit card.)

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

(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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (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 (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (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 (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (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 (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act 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 lands.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13148) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (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
(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (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) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (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.)

(xii) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

**(xiii) 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(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).)

(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 (Dec 2010) (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):

For access to the FAR: https://www.acquisition.gov/far

For access to the DFARS: http://www.acq.osd.mil/dpap/dars/dfars

(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.

## *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 Requirement (Apr 2008)**

**FAR 5252.211-16 Variation in Quantity.** (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

___ Percent increase [*Contracting Officer insert percentage*]

___ Percent decrease [*Contracting Officer insert percentage*]

This increase or decrease shall apply to _____.*

**FAR 52.213-1 Fast Payment Procedures (May 2006)** (Does not apply if payment is made by the Government credit card.)

**FAR 52.219-6 Notice of Total Small Business Set-aside (Nov 2011) or with Alternate I (Nov 2011)**

**FAR 52.222-50 Combating Trafficking In Persons (Feb 2009)** (applies only if the order is for the performance of a non-commercial service)

**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 52.237-1 Site Visit (Apr 1984)**

**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 performance of a service.)

**FAR 52.243-1 Changes - Fixed Price (Alternate II) (Apr 1984)** (Applies when the order requires the furnishings of both Services and Supplies.)

**FAR 52.245-1 Government Property (Apr 2012)** (Applies only if there is Government furnished property (GFP) provided under the order.)

**FAR 52.245-2 Government Property Installation Operation Services (Apr 2012)** (Applies only if there is Government furnished property 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 252.211-7003 Item Identification and Valuation (Jun 2013)**

**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 (Jun 2012)**

**DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 2012)**

**DFARS 252.225-7036 Buy American Act-Free Trade Agreements-Balance of Payments Program (Dec 2012)**

**DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (Jun 2013)**

**DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (May 2013)**

**DFARS 252.227-7015 Technical Data - Commercial Items (Jun 2013)**

**DFARS 252.227-7016 Rights in Bid or Proposal Information (Jan 2011)**

**DFARS 252.227-7019 Validation of Asserted Restrictions - Computer Software -(Sep 2011)**

**DFARS 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (May 2013)**

**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 (Jun 2013)**

**DFARS 252.243-7001 Pricing of Contract Modifications (Dec 1991)**