

**GENERAL DYNAMICS**

Land Systems Division

**REQUEST FOR QUOTATION/PROPOSAL (RFQ/RFP)  
GENERAL REQUIREMENTS**

The General requirements set forth below apply to all Requests for Quotations in addition to any special requirements which may appear on the face of the solicitation.

1. **DUE DATE:** All quotations and modifications thereof must be received at the plant shown on or before the due date. Buyer reserves the right to reject late quotations or late modifications to any quotations.
2. **WRITTEN AND ORAL QUOTATIONS:** All quotations and modifications thereof must be in writing. Oral quotations will be accepted only if permission to do so is indicated on the face of the solicitation and must be confirmed in writing.
3. **BID ROOM:** "Bid Room" is specified on the face of the solicitation; your quotation must be addressed by the bid room of the plant indicated. Under no circumstances are such quotations to be delivered or otherwise disclosed to Buyer.
4. **SEALED BIDS:** When sealed bids are specified in the solicitation, your quotation must be received by the bid room in a sealed envelope at the plant shown on or before the date and time set for closing. The envelope shall be marked "Sealed Bid" and show solicitation reference to permit ready identification.
5. **TERMS AND CONDITIONS:** Any purchase order or subcontract resulting from this solicitation shall be subject to General Dynamics Land Systems (GDLS) General Terms and Conditions on form 84-005-0807 ("- 0807") in effect as of the date of the purchase order or subcontract. In addition, if the order relates to a U.S. Government Department of Defense Prime Contract or Subcontract, the Supplier shall complete the Annual Representations and Certifications on Form SCM – 072 Supplier Compliance Representations & Certifications, which shall be incorporated into the resulting purchase order or subcontract, and the Government Contract Attachment form 84-005-0808 ("-0808") shall also apply and become a part of the purchase order or subcontract. Also, if the order or subcontract relates to a U.S. Government Prime Contract primarily for services, regardless of the customer, the supplier will be subject to the Service Contract Act ("the Act" or "SCA"), also known as the Service Contract Labor Standards, as described in -0807 paragraph. 44, and which outlines the minimum monetary wages and fringe benefits that must be paid to employees according to the applicable U.S. Department of Labor Wage Determinations. In the event that the SCA applies, Supplier shall complete the Annual Representations and Certifications on Form SCM - 072 Supplier Compliance Representations and Certifications, which shall be incorporated into the resulting purchase order or subcontract, and the -0808 shall also apply and become a part of the purchase order or subcontract. By executing a purchase order or subcontract, the Offeror agrees to comply with applicable terms of -0807 and -0808. The terms of -0807 and -0808 shall prevail over and be in lieu of any supplier terms and conditions submitted with quotations or confirmation of orders, which shall have no force or effect.
6. **SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (ST/STE):**
  - (a) ST/STE COSTS must be segregated on the quotation, together with a brief description of the production capacity of each item. A drawing or sketch of the special tools, fixtures, patterns, etc.,

will be required. If drawings or sketches are not available or practical, descriptive photographs may be acceptable.

(b) State the maximum life of the tools in terms of the total number of pieces the tools is capable of producing.

(c) If U. S. Government or GDLS owned facilities and/or ST/STE in your possession will be used to produce the end item or parts thereof, the appropriate identification number, total acquisition costs (less freight and installation charges), facilities contract number, and a brief description of the item(s) must be submitted with your quotation for each item.

7. **AVAILABILITY OF SPECIFICATIONS:** Standard Government Specifications referenced on attached technical data are not included in the technical data package but may be obtained from Commanding Officer, U. S. Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, Pennsylvania 19120.

8. **NO BIDS:** In the event you choose not to submit a quotation, please indicate reasons in writing and return the technical data package.

9. **TECHNICAL REQUIREMENTS:** Configuration, type and frequency of required testing and inspections, submission of samples, specimens and procedures and other technical requirements are specified in the technical data package and must be fully complied with by the Offeror irrespective of prior years' custom or waivers.

10. **REPRESENTATIONS AND CERTIFICATIONS:** Annual Representations and Certifications are required by General Dynamics Land Systems (GDLS) to ensure that its subcontractors are conducting business according to the current specified regulations and under the appropriate certifications. Accordingly, by submission of a quotation or proposal, Offeror certifies that (a) it has submitted the Annual Representations and Certifications on Form SCM – 072 Supplier Compliance Representations & Certifications, and (b) that the representations and certifications it has submitted in Form SCM – 072 Supplier Compliance Representations & Certifications continue to be accurate. Offeror further certifies its compliance with the requirements of any applicable representations, certifications and/or disclosures as referenced in -0807 and -0808. Offeror shall immediately notify GDLS in writing of any changes.

a. Until Offeror submits the required Annual Representations and Certifications as denoted above, Offeror's submission of its proposal/quote shall be Offeror's representations and certifications that Offeror:

- i. Is in compliance with FAR 52.209-5, "Certification Regarding Responsibility Matters", and 52.209-6, "Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment", and eligible to receive an award (in excess of \$35,000) under a U. S. Government contract (note - not debarred, suspended, proposed for debarment, etc.);
- ii. Is in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions", and FAR 52-203-12, "Limitations on Payments to Influence Certain Federal Transactions" (note - no Federal funds were made or lobbying done to influence an award) and Offeror shall obtain all its suppliers' disclosures and timely submit to Buyer;
- iii. Shall comply with requirements of FAR 52.204-10, "Reporting Executive Compensation and First-Tier Subcontract Awards";

- iv. Shall comply with the requirements of FAR 52.222-18, "Certification Regarding Knowledge of Child Labor for Listed End Products";
- v. Is in compliance with the requirements of FAR 52.222-21, "Prohibition of Segregated Facilities" and FAR 52-222-26, "Equal Opportunity";
- vi. Has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation and will comply with the requirements of FAR 52.222-22, "Previous Contracts and Compliance Reports", and notify Buyer in writing immediately in the event Offeror has so participated;
- vii. Has an Affirmative Action Plan on file in compliance with FAR 52.222-25, "Affirmative Action Compliance", or shall advise Buyer in writing in the event no such plan is developed and/or filed;
- viii. Shall comply with DFARS 252.225-7000, "Buy American Statute – Balance of Payments Program Certificate" and DFARS 252.225-7001, "Buy American and Balance of Payments Program";
- ix. Shall comply with DFARS 252.225-7008, "Restriction on Acquisition of Specialty Metals", and DFARS 252.225-7009, "Restriction on Acquisition of Certain Articles Containing Specialty Metals";
- x. If applicable, shall comply with all requirements of the Service Contract Act as set forth in FAR 52.222-41, "Service Contract Labor Standards," including, but not limited, to:
  - (a) Paying all SCA- covered personnel at wage rates equal to or higher than those wage rates specified in the applicable wage determination as attached;
  - (b) Providing the fringe benefits at equal to or higher than those wage rates specified in the applicable wage determination as attached; and
  - (c) Complying with any other requirements set forth by the SCA including, but not limited to, relevant posting and recordkeeping requirements.
- b. Further, Offeror understands, represents, and certifies that if any of the above representation(s) and certification(s) should change, Offeror shall notify Buyer in writing immediately with accompanying detail.
- c. The notes in 10.a. i. and ii are not all inclusive of a party's responsibilities as required by the cited FARs/DFARS. Offer/Offeree is to read the specific FARs and DFARS and/or consult with legal counsel as is necessary for its understanding
- d. Offeror's refusal or non-submission of the required Annual Representations and Certifications may be grounds for rejection of Offeror's proposal/quote and/or denial of an award.

**NOTE: 18 U.S.C. § 1001 makes it a crime to knowingly or willfully make false statements in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States.**

11. **TAXES:** Buyer assumes liability for payment of state and local sales and use taxes for goods delivered in the states of Michigan, Ohio, and Pennsylvania, and no such taxes shall be included in your quotation. Michigan Direct Payment Permit Number: 54-0582680, Ohio Direct Payment Permit Number:

98-002244, Pennsylvania Direct Payment Permit Number: 00174. Except for the foregoing, your quotation should include all other applicable taxes and no price adjustments may be claimed therefore.

12. **AWARD:** Buyer may make an award based on quotations received and without discussion of any quotations to the Offeror whose quotation conforming to this solicitation is most advantageous to Buyer -price and other factors considered. Therefore, quotations should offer the most favorable terms from a price and technical standpoint. Buyer reserves the right to waive informalities and minor irregularities and to reject all quotations received.

13. **ETHICS AND CONDUCT:** In submitting your qualifying quotation or proposal, Offeror confirms it has read and complies with the General Dynamics Land Systems' Standards of Business Ethics and Conduct within the Ethics and Conduct Blue Book located at [www.gdls.com](http://www.gdls.com) under Suppliers, Ethics and Conduct section. In the event you discover or are otherwise made aware of any attempt by a GDLS employee or business associate to solicit a kickback, gratuity, or other favor or violation of the GDLS' Ethics and Conduct Blue Book, as a condition of doing business, please contact the GDLS' Ethics Hotline at 1-800-433-8442.

14. **PLACE OF SUBCONTRACT AND/OR SERVICES PERFORMANCE:** What is/are the name(s) of the country(ies) where the subcontract work and/or services will be performed? **Your answer must be included in your response to the Request for Quote/Request for Proposal.**

15. **EXCESSIVE PASS-THROUGH:** Supply Chain Management (SCM) 082 form in compliance to FARs 52.215.22, Limitations on Pass-Through Charges—Identification of Subcontract Effort, and 52.215.23, Limitations on Pass-Through Charges. Offeror complete and submit with your response to the Request for Quote/Request for Proposal if: (i) the amount will exceed \$750,000; (ii) under a DoD contract; (iii) not excluded under FAR 52.215-23; and (iv) more than 70 percent of the work will be subcontracted out at any tier. Additionally, Offeror must report via a SCM 082 submission if any of the reported information changes for Offeror or sub-tiers during the bidding period and if subsequently awarded a subcontract/purchase order. See SCM 082 on GDLS' website at [www.gdls.com/supplier/terms-conditions.html](http://www.gdls.com/supplier/terms-conditions.html).

16. **PROPRIETARY INFORMATION AND DATA:** The term, Proprietary Information includes all information and data, in whatever form or medium, without limitation, written, verbal, or visual, provided in connection with this solicitation which is identified as proprietary as follows, without limitation, (i) a written document(s) or a permanent record(s) marked with a restrictive legend, such as "proprietary", "confidential", designated by a control number, such as a drawing number, etc., or similar markings; (ii) any information and/or data that by its very nature within the business community is/are considered "proprietary", whether marked or unmarked; and (iii) oral or visual information or data identified as proprietary at the time of disclosure or as may be further confirmed in writing after the presentation by a summary of the Proprietary Information and Data delivered at the oral or visual presentation. The Proprietary Information and Data, in whatever form or medium disclosed, may contain technical information, data, or article(s) controlled by the U.S. International Traffic in Arms Regulations or the Export Administration Regulations. All such technical information, data, and article(s) controlled by the export controls of the U.S. Government may not be further transferred by any means to a non-U.S. Person, which includes a foreign person, whether in or outside of the U.S., without an export license or other prior written approval from the U.S. Department of State.

(a) Offeror's submission of its proposal/quote shall be Offeror's agreement to the following:

- (i) Offeror shall not disclose or reveal to any third party any portion of the Proprietary Information and Data or any notes, summaries or other information and/or data derived from the Proprietary Information and Data without GDLS/and/or the Proprietary Information and Data owner's, as applicable, prior written consent;
  - (ii) Offeror shall not make any copy of the Proprietary Information or Data or technical information, data, or article(s) without GDLS and/or the owner's prior written consent;
  - (iii) Offeror shall not retain any copy of the Proprietary Information or Data or technical information, data, or article(s) after the RFQ/RFP period without GDLS and/or the owner's prior written consent;
  - (iv) Offeror agrees: (i) to use at least the same degree of care in safeguarding GDLS and/or a third-party's Proprietary Information and/or Data as it uses to safeguard its own similar, proprietary information and data that it does not wish to disclose, provided Offeror's degree of care is reasonably calculated to prevent inadvertent disclosure and unauthorized use; and (ii) to notify GDLS immediately upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information and/or Data; and (iii) to promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use; and .
  - (iv) Offeror shall return or destroy upon GDLS' request all Proprietary Information and Data, including without limitation, technical information and data, drawings and specifications to GDLS, within ten (10) days after the effective date of completion, termination, cancellation, or expiration of this RFQ/RFP or submission of Offeror's response to this request, whichever date is later.
- (b) The obligation not to disclose and protect GDLS and third-party's Proprietary Information and Data shall survive the RFQ/RFP period. If Offeror is issued a purchase order and executed a Proprietary Data Agreement with GDLS, then this provision is superseded by the terms of the Proprietary Data Agreement.