



## Mesa Terms & Conditions

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### Solicitation Provisions

#### SOLP #0127

##### SOLICITATION PROVISION TEXT:

The Offeror shall notify MDHS in writing whether Offeror or its principals is or is not debarred, suspended or proposed for debarment or suspension by the Federal Government at the time of award of the contract or subcontract. If Offeror is debarred, suspended or proposed for debarment or suspension by the Federal Government, Offeror shall, in addition, inform MDHS of the following:

1. The reasons Offeror is suspended, debarred or proposed for debarment or suspension; and
2. Any compelling reasons that may exist that Offeror should receive award of the contract or subcontract despite the fact that it is suspended, debarred or proposed for suspension or debarment.

#### SOLP #0195

##### SPECIAL PROVISION TEXT:

Offeror's response to this solicitation must include a separate written statement regarding Seller's commitment to accept and support MDHS offset or co-production obligations which have been accepted by MDHS as a condition of a directly related sale to a foreign customer. If not included in the solicitation, Offeror may contact the cognizant Purchasing Representative for additional information.

#### SOLP #0208

##### SOLICITATION PROVISION TEXT:

This solicitation contains, or anticipates a requirement for the use and/or acquisition of U.S. Government property. Offerors must comply with the following:

1. Offeror must submit, with its offer, documentation evidencing U.S. Government approval of Offeror's system for control of Government Property, or if Offeror has no Government approved system, Offeror must submit to the MDHS Purchasing Representative, within thirty (30) calendar days, a copy of Offeror's current property control procedure for review and approval by MDHS. If Offeror's Government agency concurs, MDHS representatives may conduct property system surveys by telephone, written correspondence and/or through visits to Seller's facility.
2. Offeror is required to submit alternate quotations if the use of Government-owned facilities or special tooling and test equipment is contemplated in accordance with FAR 45.402 (Authorizing Use of Government Production and Research Property) and FAR 45.404 (Rent-Free Use). If a Purchase Order is awarded authorizing use of Government-owned facilities, the successful Offeror must obtain the concurrence of its cognizant facilities Contracting Officer for such rent-free use. If such facilities should become other than fully rent-free during performance of the Purchase Order the affected provisions of such Purchase Order will be equitably adjusted, as determined solely by MDHS. The foregoing considerations will also apply to lower-tier suppliers. In the event any of Offeror's lower-tier

suppliers contemplate the rent-free use of Government facilities, Offeror shall submit alternate quotations with and without such rent-free use.

3. If Offeror has in its possession or control any Government-owned special tooling and/or test equipment suitable for use on any Purchase Order resulting from this solicitation, these articles and the prime contract(s) under which such tooling and/or test equipment was acquired, must be listed in the offer.

## **SOLP #0210**

### **SOLICITATION PROVISION TEXT:**

Any prospective Offeror desiring an explanation or interpretation of this solicitation, its drawings, specifications and the like, must request such explanation or interpretation in writing and in sufficient time to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award of any resulting Purchase Order will be binding. Any information given to a prospective Offeror concerning this solicitation will be furnished promptly to all other prospective Offerors as an amendment to this solicitation, if in the discretion of MDHS, that information is necessary to the submittal of offers or if the lack of it would be prejudicial to any other prospective Offerors.

Unless otherwise specified in the solicitation or by the Offeror in its response, all prices quoted shall be considered firm fixed prices.

#### **PREPARATION OF OFFERS**

1. Offerors are expected to examine the drawings, specifications, schedule and all instructions contained or referenced in this solicitation. Failure to do so will be at the Offeror's risk.

2. Each Offeror shall furnish the information required by this solicitation. [Offeror shall sign the offer and print or type its name on at least the first page of each proposal volume. Erasures or other changes must be initialed by the person signing the offer.] Offers signed by an agent shall be accomplished by evidence of that agent's authority, unless that evidence has been previously furnished to the cognizant MDHS Purchasing Representative.

3. For each item offered, Offerors shall:

(A) Show the unit price/cost, including, unless otherwise specified, packaging, packing and preservation; and

(B) Enter the extended price/cost for the quantity of each item offered in the format required by this solicitation.

In the case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject however, to correction to the same extent and in the same manner as any other mistake.

4. Offers for supplies or services other than those specified will not be considered unless authorized by this solicitation.

5. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in this solicitation.

6. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

7. If tooling charges are included in Offeror's response, Offeror will furnish a complete list and description of the tooling and accessory equipment that would be required to produce the goods according to Offeror's proposal. Each item shall be separately priced.

8. As a result of this solicitation, MDHS may issue a Purchase Order, to the responsible, responsive Offeror whose offer, conforming to the solicitation, will be most advantageous to MDHS, considering cost or price and other factors specified elsewhere in this solicitation.

9. MDHS may reject any or all offers if such action is in the best interest of MDHS and its customer(s), accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

10. MDHS may issue a Purchase Order on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms for the factors specified in the solicitation.

11. MDHS may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided, offers may be submitted for quantities less than those specified. MDHS reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the offer.

12. A written award of acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, MDHS may accept an offer (or part of an offer, as provided in paragraph 11 above), whether or not there are negotiations after its receipt, unless a written notice of the offer's withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by MDHS.

13. In the event the Offeror is unable or declines to quote any item(s) of this solicitation, Seller is requested to state its reason for such "no bid" response.

14. Offeror is invited to submit alternate quotes which might reduce price by taking advantage of price breaks, delivery schedule variations, more economical packaging, bulk handling or change in configuration (materials, tolerances, finishes, etc.), which will not impair any essential characteristics of form, fit or function such as service life, reliability, ease of maintenance or interchangeability. Alternate quotes may only be considered as an addition to the basic quotation requested; Offeror should therefore always quote the original requirement.

15. Unless otherwise specified by MDHS, responses to this solicitation are to be (1) firm offers, valid for a minimum of six (6) months from the date of submittal or, if submitted under Bid Control procedures, from the bid close date, and (2) expressed in "Then Year" (Period of Performance) U.S. Dollars.

16. Offeror shall furnish a certified price breakdown, or make available cost information for all non-competitive solicitations in which the Seller's offer exceeds \$500,000.

(A) For Commercial Solicitations:

Offeror's books, records, documents and other supporting data shall be available to MDHS or its authorized representative for inspection and audit as required by MDHS in connection with any negotiations prior to Purchase Order award. Offer shall cause a like provision to be included in all proposed lower-tier Purchase Orders or subcontracts valued over \$100,000, unless prices will be firmly established by catalog or adequate price competition.

(B) For U.S. Government Prime Contract Solicitations:

Offeror will furnish a certified price breakdown with its offer or quotation. MDHS Form 9543, ( is enclosed and should be used for this purpose, when the offer does not exceed \$500,000; FAR, SF1411 (Contract Pricing Proposal Cover Sheet), will be returned with Offeror's proposal for offers in excess of \$500,000. Offeror also agrees to certify such data by the use of MDHS Subcontractors Certificate of Current Pricing, as of the date prices are agreed upon for procurements over \$500,000, or as specified by the RFQ/RFP.

Offeror shall submit cost or pricing data in the manner and format described in FAR 15.804 (Cost of Pricing Data), including Table 15-2 "Instructions for Submission of a Contract Pricing Proposal", and all such data shall be subject to the conditions set forth in FAR Part 15. Offeror shall also certify to such data and any other data supplied to MDHS or its customer during negotiations by the use of MDHS Form 9498 (Subcontractor's Certificate of Current Cost or Pricing Data) as of the date of agreement on price.

Neither Offeror's financial data submitted with an offer nor representations concerning facilities or financing will form a part of any resulting Purchase Order. However, if the resulting order contains a

clause providing for price rejection for defective cost or pricing data, the Purchase Order price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate or not current.

(C) All Solicitations of \$500,000 or more:

Offeror shall, upon request of MDHS, furnish a statement of related historical cost experience in the item(s) indicated in this solicitation by cost element, or in such form as stipulated by MDHS, together with applicable projections and supporting data. Such statements shall be based on current, accurate and complete cost information and be certified by a responsible officer of Offeror's organization.

Offeror shall include in its cost proposal, the name of the individual in Seller's organization who is most familiar with the backup data supporting the cost information requested herein.

17.If Offeror's response to this solicitation exceeds \$100,000 and the period of performance exceeds six (6) months (from the start of work to the delivery of the last item), Offeror shall include a cumulative monthly termination liability schedule. This schedule will be made a part of any resulting Purchase Order when issued and MDHS's liability will be limited accordingly.

18.Offerors are advised that if this solicitation requires the Offeror to submit data, software or other information with it's proposal which Offeror claims as proprietary, confidential or restricted, MDHS's acceptance of any data or documentation marked with a restrictive legend does not indicate MDHS's agreement that information contained therein is proprietary. MDHS will have the right to reproduce any submitted data, drawings or other material as required for evaluation purposes only, even though marked with a restrictive legend. In the event information contained in submitted documents is already within the public domain, or MDHS's knowledge is obtained from any source without restriction, or is for any reason not protected by law, restrictive markings which purport to cover the information, shall not be valid nor be binding upon MDHS.

19.If this solicitation requires handling of classified matters, such information provided to Seller by MDHS is to be controlled by Seller in accordance with the provisions outlined in the applicable Industrial Security Manual.

20.No news release, public announcement, advertisement, denial or confirmation of some or any part of the subject matter of this solicitation or any resulting Purchase Order of any phase of any program hereunder shall be made without the prior written approval of MDHS.

## **SOLP #0240**

### **SOLICITATION PROVISION TEXT:**

Offeror may request that progress payments be made by MDHS under the Purchase Order/Subcontract contemplated by this solicitation in conformance with the standards for customary progress payments stated in FAR 32.501.

Offeror's proposal must include 1) the granting of audit rights to MDHS, 2) a progress payment billing forecast.

If requested, offeror shall also provide the following: 1) a termination liability schedule, 2) a controlled (end) item master schedule, 3) evidence of accounting system approval, and 4) Certificate of Insurance.

The progress payment billing forecast is to be submitted in the following format using MDHS' M-Day calendar:

(Please request a current copy of MDHS M-Day calendar for the applicable year from the cognizant buyer.

First Quarter 199__	Third Quarter 199__
October	April
November	May
December	June

Second Quarter 199__	Fourth Quarter 199__
January	July
February	August
March	September

Continue forecasts through the life of the Purchase Order/Subcontract.

**SOLP #0256**

**SOLICITATION PROVISION TEXT:**

One copy of MDHS's drawing number \_\_\_\_\_ (preliminary redline drawing) is enclosed for quotation purposes. Offeror will return this drawing with its quotation or offer and indicate its ability or inability to quote based on the drawing, including any redlines.

**SOLP #0280**

**SOLICITATION PROVISION TEXT:**

This solicitation is issued under a U.S. Government Prime Contract/Solicitation. Offeror's response must include the following representatives and/or certifications where applicable:

MDHS FORM	TITLE/AND WHEN REQUIRED
10773	EQUAL OPPORTUNITY - QUOTATION CONDITIONS. All solicitations when anticipated value exceeds \$10,000.
10777	CLEAN AIR AND WATER CERTIFICATION. All solicitations when anticipated value exceeds \$100,000.
10706	COST ACCOUNT STANDARDS CERTIFICATION, QUOTATION CONDITIONS. All non-competitive solicitations when anticipated value exceeds \$100,000.

**SOLP #8037**

**SOLICITATION PROVISION TEXT:**

This solicitation is for the designated Flight Safety item(s). Concurrent with submittal of price and delivery information, the Offeror shall submit a Production Planning Package which meets the requirement of the latest revision, in the Offeror's possession and confirmed between Offeror and MDHS, of Data Item Description (DID) DI-MDQ-1104. In the event the Offeror has not previously been approved for a Flight Safety Program Plan, the Offeror shall submit both the Program Plan and the Production Planning Package(s) for the item(s) solicited. Failure to comply with these requirement(s) will result in disqualification of the Offeror's bid. Approval of these documents by MDHS does not imply that an award will be made and the Offeror shall not proceed with effort unless authorized to do so. Any subsequent award will require conformance with the Offeror's approved Program and Production Package Plans.

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