



Special Provisions

Form D1 4305 1500 (Rev. 2/96)

(Applicable only to the extent called out in the Purchase Contract)

O. BID INSTRUCTIONS

1. **PROGRESS PAYMENTS.** Progress Payments are offered to small businesses in this Request for Quotation. The need for Progress Payments by a small business will not be considered a handicap or adverse factor in the award of the purchase contract contemplated by this Request for Quotation. Any small business offered or requesting Progress Payments must meet all standards for customary Progress Payments.
2. **PROGRESS PAYMENTS.** The need for Progress Payments will not be considered a handicap or adverse factor in the award of the purchase contract contemplated by this Request for Quotation. Any Offeror desiring Progress Payments should include a written request in its quotation, and a statement that the Offeror recognizes that he must have an accounting system satisfactory to Buyer to obtain Progress Payments. Quotations including requests for Progress Payments will be evaluated on an equal basis with offers not including such a request. If a quotation does not include a request for Progress Payments, a provision for same will not be included in the contract if awarded. If granted, Progress Payments will be allowed pursuant to Buyer's standard Progress Payments provisions.
3. **PROGRESS PAYMENTS.** The Buyer will not consider any form of Progress Payments in procurement of any items in a contract contemplated by this Request for Quotation.
4. **GOVERNMENT-OWNED FACILITIES.** Offeror shall submit two prices if Government-owned facilities are to be used by Seller to perform the work prescribed; one price based on rent-free use, and the other based on rental payment.
5. **SPECIAL TEST EQUIPMENT INFORMATION.** If special test equipment as defined in FAR 45.101 will or may be needed to perform the described work, and the estimated item acquisition cost is or may exceed \$1,000, Offeror shall, if the exact nature of the special test equipment is known, provide the following information with Offeror's quotation:
 1. Full description of each item.
 2. A list of alternate items that could be used.
 3. Estimated cost.
 4. Function
 5. Technical justification for the item.
 6. How soon needed after contract is placed.

If special test equipment is or may be required but the exact nature of the special test equipment is not known, this shall be explained in the quotation.

6. **SMALL DISADVANTAGED BUSINESS CONCERN.** Please certify in your response as to whether you are a Small Disadvantaged Business Concern in accordance with Government Regulations.
7. **EEO PRE-AWARD COMPLIANCE.** No purchase contract or subcontract in the amount of \$1,000,000 or more can be awarded under this solicitation unless the Offeror is found, on the basis of a compliance review conducted by the United States Government, to be able to comply with the provisions of the Equal Opportunity clause contained in Section 201 of Executive Order No. 11114.
8. **CASH DISCOUNT.** Seller's proposal in response to this solicitation shall specifically identify any cash discounts for prompt payment of invoices that would apply to any resulting award. As an

alternative to offering a prompt payment discount in conjunction with the offer, Seller may specify prompt payment discounts on individual invoices.

9. SEALED BID INSTRUCTIONS. Comply with sealed bid instructions, attached.
10. INSTALLATION INSTRUCTIONS. Offeror to furnish installation instructions and all special installation limitations with quotation.
11. SPECIAL TOOLING CONTROL. If Offeror's quotation contemplates the use or possible use of special tooling and/or special test equipment, as defined in FAR 45.101 respectively, Offeror shall describe fully the exact nature of the special tooling/special test equipment required and state whether the full cost is to be or may be charged to any resulting purchase contract. If special tooling or special test equipment may be required but the exact nature is not known at the time of quotation, this fact should also be noted.
12. SUBCONTRACTING PLAN CERTIFICATE. The successful Offeror shall, prior to contract award, submit an executed copy of the 'Small Business and Small Disadvantaged Business Subcontracting Plan Certificate of Compliance' included as part of this solicitation. Information necessary to complete such Certificate will be provided by the Buyer.
13. PREDETERMINATION OF RIGHTS IN TECHNICAL DATA.

(A) The Offeror is requested to identify in its proposal technical data or computer software (including data to be delivered in whole or in part by a subcontractor), that will be delivered with restrictive markings and provide the representation required by DFARS 252.227-7013(j).

(B) Identification of limited rights data need not be made as to data which relates to standard commercial items which are manufactured by more than one source of supply.

14. TECHNICAL DATA AND COMPUTER SOFTWARE TO BE FURNISHED OR DELIVERED WITH RESTRICTIONS.

Technical data or computer software to be furnished or delivered with restrictions shall be identified on Form DF 4400-923 and included in your proposal. For each item of technical data and software identified on the form, all columns must be completed. Only that data and software entitled to be delivered with restrictions pursuant to DFARS 252.227-7013 and 252.227-7014 should be listed. Technical data and computer software listed on this form shall be identified in the resulting purchase contract. Technical data or computer software not identified in the purchase contract shall be considered furnished without restrictions.

15. TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT.

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

16. COMMERCIAL ITEMS - TECHNICAL DATA AND COMPUTER SOFTWARE

(a) Offeror shall, to the maximum extent practicable, offer commercial items or non-developmental items as components of items to be offered under this solicitation. Any technical data or computer software and related documentation pertaining to or qualifying as a commercial item to be furnished or delivered to the Buyer under any resulting purchase contract shall be listed in Form DF 4400-923 and the form included with your proposal. Offeror shall also include its license terms for such technical data or computer software and related documentation.

(b) The Government shall acquire only the technical data customarily provided to the public with a commercial item or process, except, in accordance with such license terms, technical data that

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(1) Are form, fit, or function data;

(2) Are required for repair or maintenance of commercial items or processes, or for the proper installation, operating, or handling of a commercial item, either as a stand alone unit or as a part of a military system, when such data are not customarily provided to commercial users or the data provided to commercial users is not sufficient for military purposes; or

(3) Describe the modifications made at Government expense to a commercial item or process in order to meet the requirements of a Government-sponsored solicitation.

SPECIAL PROVISIONS:

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