

REQUEST FOR QUOTATION/PROPOSAL (RFQ/RFP)
GENERAL REQUIREMENTS
84-005-0809 dated 9/21/2020

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 by General Dynamics Land Systems (GDLS) Authorized Procurement Representative or responded to in i-Supplier on or before the due date. GDLS 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. **SEALED BIDS:** When sealed bids are specified in the solicitation, your quotation must be received in i-Supplier, or by the Buyer if the RFQ/RFP is not issued in i-Supplier, on or before the date and time set for closing.
4. **TERMS AND CONDITIONS:** Any purchase order or subcontract resulting from this solicitation shall be subject to GDLS General Purchase Order Terms and Conditions on form 84-005-0807 ("-0807") in effect as of the date of the Purchase Order. In addition, if the order relates to a U.S. Government Department of Defense Prime Contract or Subcontract the Government Contract Attachment form 84-005-0808 ("-0808") shall also apply and become a part of the Purchase Order. In addition, if the Purchase Order 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# 45, 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. By executing a Purchase Order, 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.
5. **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.
6. **NO BIDS:** In the event you choose not to submit a quotation, please indicate reasons in writing and return the technical datapackage.
7. **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.

8. 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 GDLS;
 - 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 GDLS 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 GDLS 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.

- xi. Shall comply with requirements of FAR 52.204-24, "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment," FAR 52.204-25, "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment," and FAR 52.204-26, "Covered Telecommunications Equipment or Services-Representation";
- b. Further, Offeror understands, represents, and certifies that if any of the above representation(s) and certification(s) should change, Offeror shall notify GDLS in writing immediately with accompanying detail.
- c. The notes in 8.a. are not all inclusive of a party's responsibilities as required by the cited FARs/DFARS. Offeror 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.

9. **OPERATIONS SECURITY PLAN (OPSEC):** Offeror is required to follow the Program Executive Office Ground Combat Systems (PEO GCS) Operations Security Plan (OPSEC). To ensure awareness of the OPSEC Plan, the Offeror shall provide annual training for all Offeror personnel, supporting the GDLS RFQ (and if awarded, GDLS Purchase Order), on the contents of the OPSEC Plan unless such training has already been completed. New personnel shall receive OPSEC Plan specific training within 30 days of Program assignment. Personnel who have taken the OPSEC Plan training within the last 12 months shall be considered compliant unless the OPSEC Plan has been revised since the last training. The Offeror is required to complete annual compliance representations in accordance with form SCM-072. Copies of the OPSEC plan and training are located on the GDLS iSupplier portal.

10. **TAXES:** GDLS holds a direct pay permit for sales and use tax in the following states: Alabama (Permit #725), Florida (Permit # TPP-1018), Michigan (Permit #54-0582680), Ohio (Permit #98-002244), and Pennsylvania (Permit #00174). No such taxes shall be included in Offeror's quotation or invoice, unless exemption is not accorded by state law. Additionally, GDLS is authorized to provide a Resale Certificate on purchases of tangible personal property intended for resale in the following states: Florida (Certificate #47-8013872895-2) and South Carolina (License #008234378). Except for the foregoing, your quotation should include all other applicable taxes and no price adjustments may be claimed therefore.

11. **AWARD:** GDLS 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 GDLS -price and other factors considered. Therefore, quotations should offer the most favorable terms from a price and technical standpoint. GDLS reserves the right to waive informalities and minor irregularities and to reject all quotations received.

12. **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 located at 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.

13. 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.**

14. 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 \$2,000,000; (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.

15. PROPRIETARY INFORMATION AND DATA:

(a) It is contemplated that GDLS may disclose to Offeror certain business, financial, legal, technical and other information (collectively, the "Proprietary Information") for use solely in connection with this RFQ (and if awarded, GDLS Purchase Order).

(b) The term Proprietary Information includes all information, in whatever form or medium, provided in connection with this Agreement which is identified as proprietary by the disclosing party as follows: (i) written documents and permanent records are to be marked with a restrictive legend of the discloser such as "proprietary", "confidential" or the like and (ii) oral or visual information shall be identified as proprietary at the time of disclosure and so confirmed in writing within ten (10) days of the presentation, such writing to contain a restrictive legend and a summary of the Proprietary Information delivered at the oral or visual presentation. Notwithstanding the foregoing, this Agreement does not restrict disclosure or use of any information which would otherwise be considered "Proprietary Information" if the receiving party can demonstrate: (i) the information is published or generally known by the public (other than as a result of the breach of this Section); (ii) the information was known by it at the time of disclosure as evidenced by competent proof; (iii) the information has become lawfully available to the receiving party from a third party without restriction on disclosure; (iv) the disclosing party approved in writing the public release by the receiving party; or (v) the information was developed or discovered by the receiving party without access to or use of any Proprietary Information provided by the disclosing party.

(c) Offeror agrees: (i) to use the GDLS Proprietary Information solely for purposes of carrying out Offeror's obligations under this Contract; (ii) not to disclose or reveal to any third party, without GDLS prior written consent, any portion of GDLS Proprietary Information or any notes, summaries or other information derived from the Proprietary Information; (iii) to disclose GDLS Proprietary Information or portions thereof only to those employees or sub-contractors of Offeror who need to know such information for the purpose of carrying out this RFQ (and if awarded, GDLS Purchase Order), it being understood that prior to such disclosure such persons will be informed of the confidential nature of the Proprietary Information and will agree to be bound by the provisions of this ¶ 15; (iv) not to use any portion of GDLS Proprietary Information for personal gain or to advance or support Offeror's other business ventures or the business ventures of others; (v) to use at least the same degree of care in safeguarding GDLS Proprietary Information as it uses to safeguard its own similar, confidential information that it does not wish to disclose, provided such degree of care is reasonably calculated to prevent inadvertent disclosure and unauthorized use thereof; and (vi) to notify GDLS immediately upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information and to promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use. Offeror will be deemed responsible for any breach of the provisions of this Section by any of its employees or other persons to whom it discloses Proprietary Information.

(d) 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.

(e) Notwithstanding anything to the contrary in this RFQ Requirements, Offeror may disclose Proprietary Information to the extent required by law (by subpoena, investigative demand, Securities and Exchange regulations or otherwise) provided it first, to the extent permitted by law, gives the disclosing party sufficient notice to provide it with a reasonable opportunity to obtain a protective order to govern such disclosure.

(f) 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.

(g) Offeror recognizes and agrees that the Proprietary Information is of a character which gives it a special value the loss of which cannot be adequately compensated in damages, and that a breach of this ¶ 15 will cause irreparable harm to GDLS. Offeror, therefore, expressly acknowledges and agrees that GDLS shall be entitled to injunctive and/or other equitable relief to prevent a breach of any provision of this ¶ 15, in addition to any other remedies available to GDLS under law or this Contract.