

GENERAL SOLICITATION INSTRUCTIONS (11-99)

1. PREPARATION OF OFFERS. (a) You are expected to examine the drawings, specifications, descriptions, terms and conditions, and all instructions.

(b) You must furnish the information required by the solicitation. You must sign the offer. Erasures or other changes must be initialed by the person signing the offer.

(c) You must show a unit price for each unit offered. The unit price shall include packing unless otherwise specified. You must enter a total in the Total Price column for each item offered. If there is a discrepancy between a unit price and total price, we will presume the unit price to be correct.

(d) You must state a definite time for delivery of supplies or performance of services unless otherwise specified in the solicitation. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(e) Offers in strict accordance with the solicitation are desired. Any exceptions should be referenced to related documents by title, page, and paragraph, and should be set forth in detail.

(f) This solicitation does not commit us to pay for any costs incurred in the preparation and submission of an offer.

2. EXPLANATION TO PROSPECTIVE OFFERORS. Questions about the solicitation, drawings, specification, etc., must be submitted in time for a reply to reach all prospective offerors before submission of their offers. Information given to one prospective offeror will be furnished to all prospective offerors if lack of the information would be prejudicial to them.

3. ACKNOWLEDGMENT OF AMENDMENTS. You must acknowledge receipt of amendments to the solicitation in your offer.

4. AWARD OF SUBCONTRACT. (a) We may reject any or all offers and waive informalities and minor irregularities in offers received. We may make multiple awards.

(b) Except as may otherwise be provided in the solicitation, we may accept any item or group of items in your offer, unless you qualify your offer to prohibit that.

(c) We may accept any offer (or part thereof, as provided in (b) above), unless the offer is withdrawn before award. Negotiations conducted after receipt of offers do not constitute a rejection or counter offer on our part.

5. GOVERNMENT-FURNISHED PROPERTY. Neither the Company nor the Government will furnish property or material for use in performance of a subcontract unless otherwise provided in the solicitation.

6. RESTRICTION ON DISCLOSURE AND USE OF DATA. (a) If your offer contains data that you do not want disclosed to the public or used by the Company or the Government except for evaluation purposes, you must—

(1) Mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the Company or the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this offer. If, however, a subcontract is awarded as a result of—or in connection with—the submission of these data, the Company and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit the Company's or the Government's right to use data obtained from another source without restriction. The data subject to this restriction are contained in pages [insert numbers or other identification of pages];

(2) Mark each page containing data that you wish to restrict with the following legend:

Use or disclosure of data contained on this page is subject to the restriction on the title page of this offer.

(b) The Government may need to acquire unlimited rights in technical data (but not commercial or financial information) in an offer upon which a subcontract award is based. However, before such unlimited rights are acquired, the offeror will be afforded the opportunity either—

(1) To advise that the technical data, or identified portions thereof are covered by any restrictive notice regarding the disclosure and use of offer information authorized by FAR Subparts 15.2 or 15.6 (or any agency supplement thereto), and request that such protection be maintained by excluding the data from the Government's rights; or

(2) To establish that identified portions of the technical data do not relate directly to or will not be used in the work to be performed under the subcontract, and request that such portions be excluded from the Government's rights.

(c) Unlimited rights to technical data in successful offers are acquired by use of the clause in (d) below. Excluded technical data are identified by inserting appropriate proposal page numbers in the clause.

(d) The following clause (Ref.: FAR 52.227-23) shall be included in any subcontract awarded based on consideration of a technical proposal:

Rights to Proposal Data (Technical)

Except for data contained on pages _____, it is agreed that as a condition of the award of this subcontract and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Technical Data" clause contained in this subcontract) in and to the technical data contained in the proposal dated _____, upon which this subcontract is based.

7. BRAND NAME OR EQUAL. (a) If items called for by this solicitation have been identified by a "brand name or equal" description (including identification of products by make and model), the identification is intended to indicate the quality and characteristics of products that will be considered satisfactory. We will consider "equal" products (including products of the brand name manufacturer other than the one described by the brand name) if they are clearly identified and we determine that they meet our requirements.

(b) Unless you clearly indicate that you are offering an "equal" product, we will consider that you are offering the brand name product referenced in the solicitation.

(c) (1) If you propose to furnish an "equal" product, you must identify its brand name and furnish sufficient descriptive material for us to determine whether the product meets our requirements.

(2) If you propose to modify a product to make it conform with our requirements, you must include a clear description of the proposed modifications and mark any descriptive material to show them.

8. NOTIFICATION TO UNSUCCESSFUL OFFERORS. Because of the number of transactions processed, we do not routinely notify offerors whose offers are not accepted for award. We will identify awardees and amounts of awards upon request.