

Pricing Evaluation Spreadsheet

DAAE20-02-R-0141, CLIN 0001
 Spare Parts Storage Cabinet Set
 NSN: 4940-00-476-2320

ORDERING PERIOD 1, Date of Award thru 31 Oct 03
 The Guaranteed Minimum Quantity is 320.

Evaluated Price

First Article \$0.00

Order Quantity	<u>Unit Price</u>	Weight	<u>Quantity Multiplier</u>	<u>Weighted Price</u>	
50 - 249		5%	249	\$0.00	
250 - 499		70%	499	\$0.00	
500 - 1,000		25%	1,000	\$0.00	
		100%			\$0.00

ORDERING PERIOD 2, 1 Nov 03 thru 31 Oct 04
 The Estimated Quantity is 301.

50 - 249		10%	249	\$0.00	
250 - 499		80%	499	\$0.00	
500 - 1,000		10%	1,000	\$0.00	\$0.00
		100%			

ORDERING PERIOD 3, 1 Nov 04 thru 31 Oct 05
 The Estimated Quantity is 301.

50 - 249		10%	50	\$0.00	
250 - 499		80%	300	\$0.00	
500 - 1,000		10%	600	\$0.00	\$0.00
		100%			

ORDERING PERIOD 4, 1 Nov 05 thru 31 Oct 06
 The Estimated Quantity is 301.

50 - 249		10%	249	\$0.00	
250 - 499		80%	499	\$0.00	
500 - 1,000		10%	1,000	\$0.00	\$0.00
		100%			

ORDERING PERIOD 5, 1 Nov 06 thru 31 Oct 07
 The Estimated Quantity is 259.

50 - 249		10%	249	\$0.00	
250 - 499		80%	499	\$0.00	
500 - 1,000		10%	1,000	\$0.00	\$0.00
		100%			

Total Evaluated Price \$0.00

The Evaluated Prices are calculated by summing the multiplication of each Order Quantity Unit Price by its respective Weight and Maximum Order Quantity of the Range i.e. 249, 499, and 1,000 etc. for each Ordering Period. The Total Evaluated Price is the sum of First Article plus the Evaluated Price for each Ordering Period.

INCH-POUND

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09 Sep 2002

DESCRIPTION FOR PURCHASE

SHOP SET, SPARE PARTS STORAGE: FIELD MAINTENANCE

1. SCOPE.

1.1. Scope. This specification describes a Spare Part Storage Set consisting of transportable storage cabinets that will fit within a designated space in an Army tactical cargo truck. This set will enable Army quartermaster personnel to maintain a compact, organized stock of spare parts that will be transported to the Theater of Operations with them when their unit is deployed.

2. APPLICABLE DOCUMENTS

2.1. General. The documents listed in this section are specified in sections 3 and 4 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements documents cited in sections 3 and 4 of this specification, whether or not they are listed.

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be use in improving this document should be addressed to: HQ ARDEC, AMSTA-AR-WEP-RB, Rock Island IL 61299-7300.

AMSC N/A

FSC 4940

DISTRIBUTION STATEMENT A. Approved for public release: distribution is unlimited.

ADDENDUM 002

2.2. Government documents.

2.2.1. Specifications, standards, and handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto, cited in the solicitation (see paragraph 6.2).

SPECIFICATIONS

FEDERAL

A-A-59487	- Padlock (Key Operated)
A-A-50271	- Plate, Identification

STANDARDS

DEPARTMENT OF DEFENSE

MIL-STD-810	- Environmental Test Methods and Engineering Guidelines
MIL-STD-1916	- DoD Preferred Methods for Acceptance of Products.

HANDBOOKS

NONE

(Unless otherwise indicated, copies of the above specifications, standards, and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094).

2.2.2. Other Government documents, drawings and publications. The following other

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Government documents, drawings, and publications form a part of this document to extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation.

DRAWINGS

NONE

2.3. Non-Government publications. The following document(s) form a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents that are DoD adopted are those listed in the issue of the DoDISS cited in the solicitation. Unless otherwise specified, the issues of documents not listed in the DoDISS are the issues of the documents cited in the solicitation (see paragraph 6.2)

ANSI

Z535.4

- Product Safety Signs and Labels

2.4. Order of precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1. First article. When specified (see paragraph 6.2), a sample shall be subjected to first article inspection in accordance with paragraph 4.3.

3.2. Performance. The storage cabinets shall be provided in sets having a standardized configuration (i.e. the number and size of cabinets and the size and arrangement of drawers and door-enclosed shelving shall be consistent from set to set). Under service conditions (see paragraph 6.1), the set will be transported while loaded with spare parts. The static loads on individual drawers or shelves may vary from as little as 10 to as much as 150 lbs, with a mean average load of 50 lbs for each shelf and drawer in the set; but dynamic loads will be much higher (see paragraph 3.7).

3.3. Inputs and interfaces.

3.3.1. Size. All cabinets in the set (see paragraph 6.6.1) shall have the same exterior height and depth (front to back), and be of a size sufficient to enclose and support drawers and shelves that maximize useable organized storage space subject to the constraints specified below. Where the same dimension is subject to more than one constraint, the most restrictive condition applies.

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3.3.1.1. Installation constraints. The set will be installed inside a tactical cargo truck with interior dimensions of 88 inches wide, and 147 inches long (see paragraph 6.1). The set will be installed along both sidewalls, facing a center aisle (see Figure 1). The aisle may be reduced to the absolute minimum. The aisle shall be wide enough to permit each cabinet door and drawer to be fully opened and to permit installation and removal of all drawers and shelves. The set configuration shall permit weight to be evenly distributed between the roadside and the curbside of the van. The sidewalls of the truck's bow-and-canvas cover permit installation of cabinets up to 54.5 inches high. However, to permit the truck with cabinets installed to be loaded on a C130 Cargo Aircraft, the cabinets shall be, or shall be reducible to, not more than 40 inches in height. Height-reducible cabinets are encouraged, provided that: a) the height addition and reduction can be accomplished manually by not more than two persons using standard hand tools; b) the height addition and reduction does not involve lifting more than 75 pounds at any one time (two-person lift); c) all cabinet sections moved or removed as a result of height reduction can be stored in the aisle without exceeding a height of 40 inches at any point; d) the full height of the cabinets does not exceed 54.5 inches; and e) the cabinets conform to all other requirements of this specification while at their full height.

3.3.1.2. Operational constraints. While it is standard practice to provide sufficient aisle space to accommodate both a fully-open drawer and a supply clerk accessing the drawer from the front, the aisle space in this application may be reduced to accommodate the fully-open drawer only; provided the supply clerk can reach the entire contents of the drawer and operate its restraint device (see paragraph 3.6.3) from either side. The width of the drawers and the location of their lock-in/lock-out devices shall accommodate the 5th percentile Army female functional reach of 25.2 inches (see Figure 1), and the top of the highest drawer shall be no higher than 48 inches to accommodate the shoulder height of the 5th percentile Army female. Clearance in front of the handles of open drawers and doors shall be at least 3" to assure supply clerks wearing winter gloves are able to grasp them. To permit passage of 95th percentile Army males in bulky winter clothing, the aisle shall be no less than 27 inches wide at any point.

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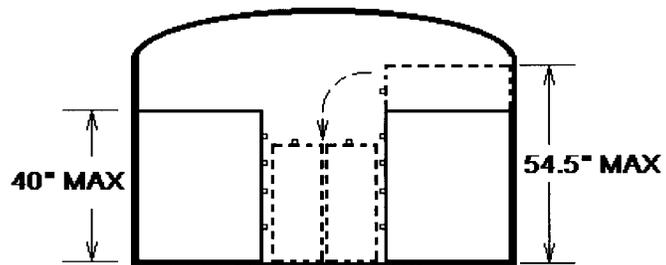
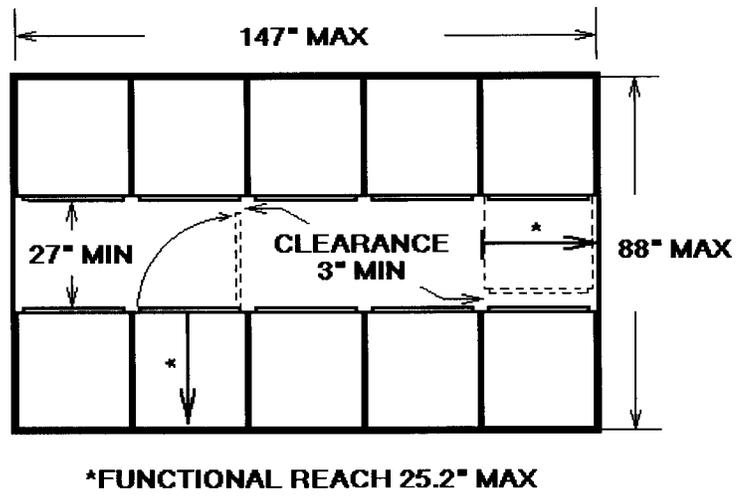


Figure 1. Installation and Operational Constraints

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3.3.2. Organized storage. The cabinets shall be provided with drawers and shelves providing organized storage totaling at least 100 cubic feet for the set, preferably more. The drawers shall be apportioned as follows. Twenty percent ($\pm 1\%$) of the storage space shall be provided by drawers with a useable height of 2.00 to 2.99 inches (50 to 75mm). Twenty percent ($\pm 2\%$) of the storage space shall be provided by drawers with a useable height of 3.0 to 3.9 inches (76 to 100mm). Thirty percent ($\pm 4\%$) of the storage space shall be provided by drawers with a useable height of 5.0 to 5.9 inches (125 to 150mm). The balance of the useable storage space shall be provided by enclosed adjustable shelving or, in the event it is not possible to apportion the storage space as specified herein without creating unused space too small for shelving, with additional drawer(s) of appropriate size.

3.3.2.1. Drawers. The cabinet drawers shall be double-hung to permit full access to the drawer interiors. The drawer glides shall incorporate ball or roller bearings or equally effective friction-reducing devices. To minimize the possibility that small piece parts will be dislodged from their storage locations during transport, the back and sidewalls of each drawer shall have a height at least 90% of, and preferably equal to, the drawer's useable storage height. The drawers shall come equipped with adjustable partitions and dividers to subdivide the drawers into compartments. The partitions and the inside perimeter of each drawer shall be provided with slots or other devices that permit the position of partitions and dividers to be adjusted in increments of 1 inch or less. The drawer partitions and dividers shall be equal in height to the sidewalls of their respective drawers. To prevent interference with drawer operation, partitions and dividers shall be provided with re-useable locking features that keep them from being fully or partially dislodged during transport of the set. Drawers with a useable height of 2.0 to 2.9 inches shall be provided with partitions and dividers creating 40 to 50 compartments of equal size. Drawers with a useable height of 3.0 to 3.9 inches shall be provided with partitions and dividers creating 30 to 35 compartments of equal size. Drawers with a useable height of 5.0 to 5.9 inches shall be provided with partitions and dividers creating 15 to 20 compartments of equal size. To accommodate the operational constraint of access from the side, it is preferred that the partitions be installed from side to side rather than front to back.

3.3.2.2. Shelves. Shelving space shall be totally enclosed by doors. Single hinged doors are acceptable; double-hinged doors are preferred. The set shall be provided with at least one adjustable shelf for every ten vertical inches of enclosed shelving space. Each adjustable shelf shall be provided with two adjustable dividers at least 6" high.

3.3.2.3. Visual cues. Each drawer front shall be provided with means to attach a label identifying the contents of the drawer. The label holder shall extend over at least 75% of the width of the drawer, preferably the full length. A transparent protective cover shall be provided for each label holder. At least one self-adhesive label holder with transparent cover shall be provided for each drawer divider; and at least three self-adhesive label holders with transparent covers shall be provided for each shelf.

3.3.3. Plates and labels. All plates and labels other than those for the drawers (see 3.3.2.3) shall be permanently affixed to the cabinets. They shall be resistant to deterioration caused by heat, cold, solar radiation, water, and petroleum products to the extent that they will remain intact and readily legible for the expected economic life of the storage set. Marking shall be accomplished

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in a manner that does not adversely affect the life and utility of the cabinets. All plates and labels shall be printed in the English language, and may be supplemented by graphical symbols.

3.3.4. Item identification. Each cabinet in the set shall be identified by a plate conforming to A-A-50271, Composition A, Class 2 or Composition D, and containing the following data. The item identification plate shall be placed in a location on the exterior of the cabinet that is plainly visible when the cabinet has been closed and locked in preparation for shipment.

- a. Nomenclature: SHOP SET, SPARE PARTS STORAGE: FIELD MAINTENANCE
- b. NSN: 4940-01-476-2320
- c. LIN: T36305
- d. Specification data: TACOM-ARDEC DFP 404
- e. Manufacturer: CAGE or NSCM and PIN **
- f. Serial Number: *
- g. Acquisition instrument identification number: **
- h. Cabinet X of Y. ***

*Format optional

**See definitions

***Number of each cabinet (X) out of the total number of cabinets in the set (Y).

3.4. Environment. Metal parts of the cabinets shall be painted or plated on all exposed surfaces to prevent corrosion. Any color is acceptable; but light, subdued colors such as beige are preferred. All storage sets supplied under the contract shall have identical color schemes.

3.5. Physical security. The cabinets shall each be fitted with a padlock-secured hinged locking bar to discourage theft, and to keep the drawers securely closed during transport. The cabinet doors shall also be provided with padlock-securable locking devices.

3.5.1. Locks. The locking bars or other devices shall accept padlocks conforming to Commercial Item Description (CID) A-A-59487-2, which have shackles at least 0.383 inch in diameter (see paragraph 6.3).

3.5.2. Anti-tampering measures. When prepared for transport, the padlocks on the cabinets shall be plainly visible. It shall not be possible to remove any of the items stored in the cabinets without either removing the locks or visibly damaging the cabinets.

3.6. Safety. The storage set shall not present any uncontrolled safety or health hazards throughout the life cycle of the cabinets. The storage set shall incorporate the following features to assure safe operation.

3.6.1. Physical hazard control. Mechanical guards and other safety devices shall be provided to

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protect operators from inadvertent physical hazards. Exposed sharp corners and sharp edges on cabinet parts shall be eliminated if they serve no functional purpose. Cabinet handles shall be recessed wherever practicable to eliminate projections on the surface. If handles cannot be recessed, they shall be configured, located, and oriented to preclude injuring personnel or entangling their clothing or equipment. Hazards that cannot be eliminated and cannot be controlled by protective devices shall be properly identified and labeled in accordance with ANSI Z535.4.

3.6.2. Cabinet restraints. Each cabinet base shall be provided with mounting features such as pre-drilled holes so that the cabinet can be fastened to the cargo deck of a tactical cargo truck. The mounting features must be readily accessible from the front of the cabinet; temporary removal of drawers and shelves to facilitate mounting is permissible. The number and mechanical strength of the mounting features shall be sufficient to restrain the fully loaded cabinets without damage to the cabinet bases when subjected to the shock and vibration of commercial transport and cross-country travel (see paragraph 3.7).

3.6.3. Drawer restraints. When deployed, the dedicated transport vehicle may be parked on a sloping surface. All cabinet drawers shall be provided with lock-in/lock-out devices or other restraints as necessary to secure them in the open and closed positions. The restraints shall prevent unintended movement of the drawers due to placement of the fully loaded cabinets (see 6.6.2) on slopes of 15 degrees.

3.6.4. Shelf restraints. When deployed, the dedicated transport vehicle may be parked on a sloping surface. The front of each cabinet shelf shall be provided with a vertical lip, and an adjustable bar or other restraint to secure stored items in place shall be provided with each shelf. The restraints shall prevent stored items from sliding, rolling, or falling off the shelves when the fully loaded cabinets are placed on slopes of 15 degrees.

3.7. Transportability. When closed, locked, and mounted in its dedicated transport vehicle, the fully loaded storage set shall be suitable for commercial shipment via air, sea, rail, and highway; and for the ground mobile environment in Theaters of Operation where roads, if any, are likely to be in very poor condition.

3.7.1. Lifting provisions. The cabinet bases shall provide sufficient ground clearance and mechanical strength to permit the fully loaded cabinets to be picked up and moved by forklift and pallet truck. Forklift pockets shall be integrated in the base and accept forks at least 2" thick (top to bottom).

3.7.2. Shock and vibration.

3.7.2.1. Common carrier transport. When mounted in its dedicated transport vehicle, the fully loaded Storage Set shall withstand the shocks and vibration associated with commercial shipment over primary and secondary roads as secured cargo (see paragraph 6.6.3) without sustaining damage or degradation in performance. Cabinets routinely marketed as suitable for vehicle or shipboard installation will be considered adequate for commercial transport by air, sea, rail, and highway.

3.7.2.2. Military transport. The fully loaded Storage Set shall withstand both on-road and cross-

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country transport by military tactical truck. On average, military truck transport will amount to 2000 miles per year. The ground mobile environment consists of random vibration with peaks and notches. These peaks and notches are considerably higher and lower than the mean level. Terrain, road, and surface discontinuities, vehicle speed, loading, structural characteristics, and suspension system all affect this vibration. While there is presently no analytical model of the wheeled vehicle ground mobile environment suitable for generalized application, the spectra of Figures 2, 3, and 4 are typical of cargo bed responses in wheeled vehicles. When mounted, the axes of vibration for the cabinets will be as depicted in Figure 5. During or following transport, there shall be no evidence of structural damage to the cabinets or their mounting points; or failure of any cabinet latch, door or drawer to function. Fair wear and tear, such as loose or missing fasteners or other components, and degradation in performance such as binding of latches, doors and drawers evident upon the completion of simulated service life is acceptable; provided the original performance of the cabinets can be restored through component replacement using common hand tools; and provided the fair market price of the repair parts and labor required does not exceed 50% of the contract price for the cabinets when new.

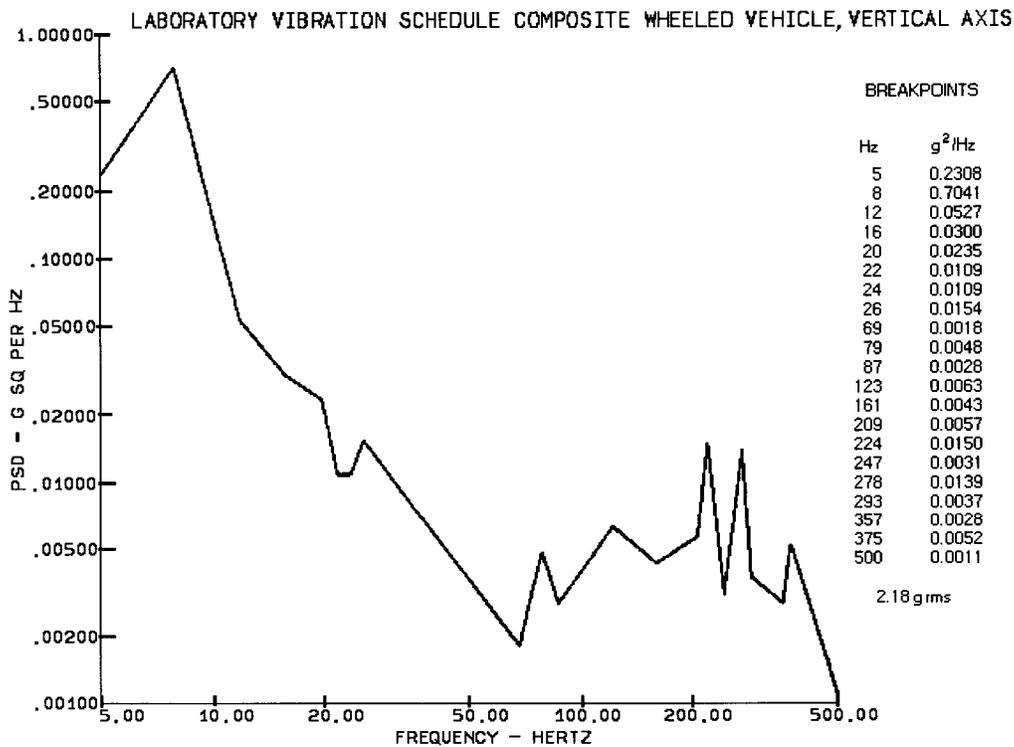


Figure 2. Composite Wheeled Vehicle Vibration Exposure, Vertical

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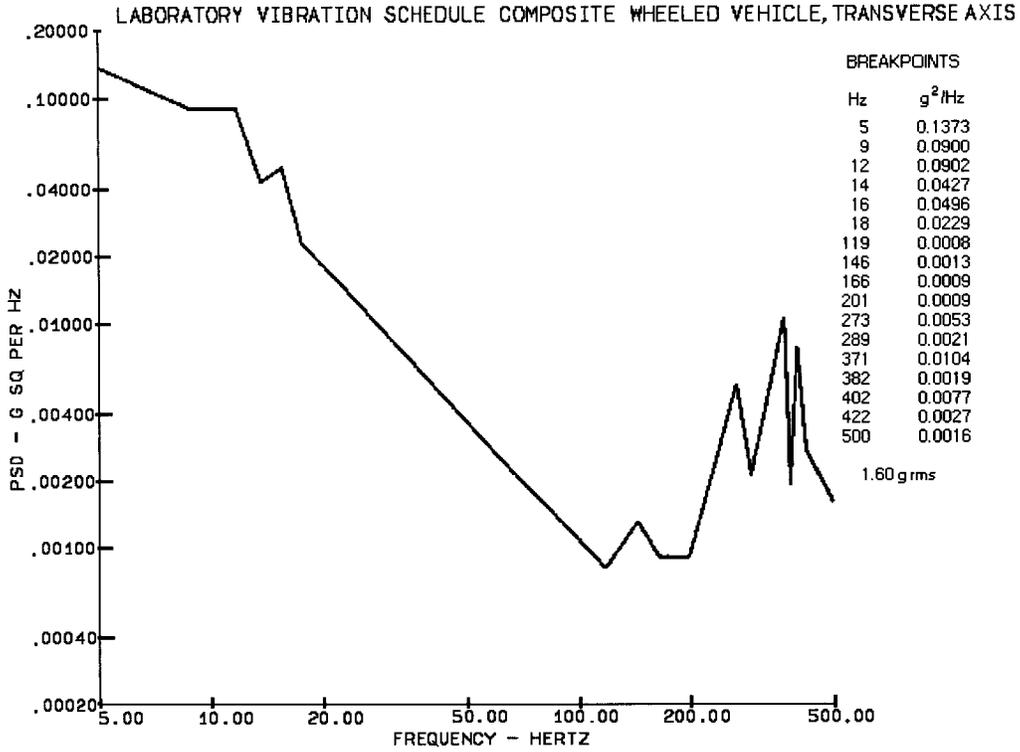


Figure 2. Composite Wheeled Vehicle Vibration Exposure, Transverse

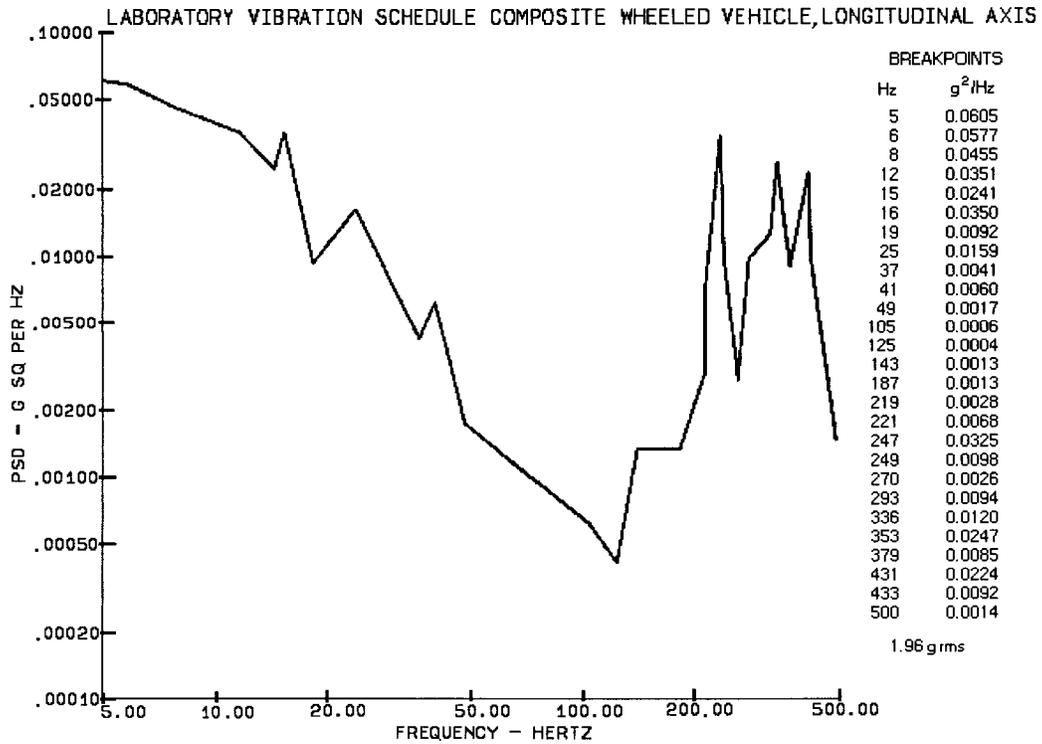


Figure 2. Composite Wheeled Vehicle Vibration Exposure, Longitudinal

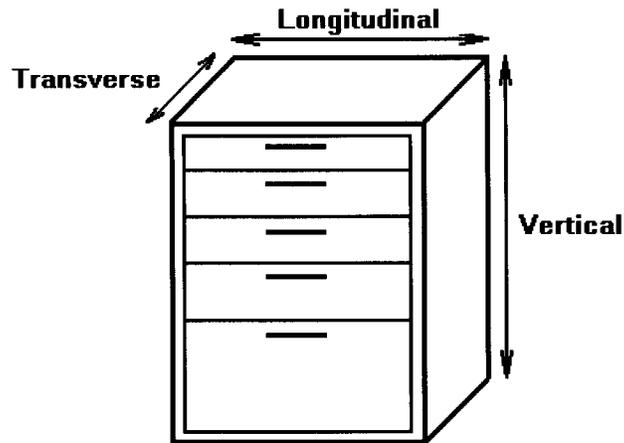


Figure 5. Cabinet Vibration Axes

3.8. Durability. The storage set shall have a projected economic life (see paragraph 6.6.6) of not less than ten years under the conditions specified herein.

4. VERIFICATION

4.1 General provisions. The inspections (examinations and tests) herein shall be performed to determine whether the item conforms to Section 3 of this specification.

4.1.1 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. First article inspection (see 4.3)
- b. Conformance inspection (see 4.2 and 4.4).

4.1.2 Inspection conditions. Unless otherwise specified, all inspections shall be performed in accordance with the test conditions specified herein. For test purposes, cabinets may be loaded with bags of dry sand, metal shot, common fasteners, or similar dead weight, provided the load is evenly distributed over the shelf surface or drawer bottom. If desired, drawer and shelf partitions may be relocated to facilitate distribution of the load. The static loads on individual drawers or shelves may vary from as little as 10 to as much as 150 lbs, with a mean average load of 50 lbs for each shelf and drawer in the set.

4.2 Certificate of conformance (COC). When specified, the COC, as a minimum, shall contain the following:

- a. Name of company and date.
- b. Contract number or purchase order number, national stock number and drawing number.

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c. Complete nomenclature of supplies together with lot number or other identification. The quantity in each lot or shipment shall be given.

d. A statement certifying that material meets all requirements of the contract.

4.3 First article inspection.

4.3.1 Verification. Unless otherwise specified, the first article unit(s) will be subjected to the first article verifications as listed in Table 1.

4.3.2 Rejection. If any test assemblies, test specimens or test components fail to comply with any of the applicable requirements, the first article sample shall be rejected. The Government reserves the right to terminate inspection upon any failure of a test assembly, specimen or component to comply with any of the requirements.

4.4 Conformance and sampling plan determination. Conformance verification methods are specified in Table 1. Attribute sampling inspections shall be conducted in accordance with MIL-STD-1916 using verification level II.

4.5 Performance. Inventory the Storage Set for the cabinet quantities and features specified in paragraph 3.2 through 3.6.4 and verify all are present.

4.6 Inputs and interfaces.

4.6.1 Size. Measure each cabinet and verify that all cabinets in the set have the same height and depth.

4.6.1.1 Installation. Arrange the cabinets in two face-to-face rows with their rear surfaces not more than 88 inches apart (see Figure 1). Verify that the space remaining between the rows is sufficient to permit the doors and drawers to be fully opened, and to permit removal and installation of the drawers and shelves. Verify that the combined widths of the cabinets in each row do not exceed 147 inches. Verify the height of the cabinets does not exceed 40 inches, or is reducible to 40 inches.

4.6.1.2 Operation. With the cabinets arranged as in Figure 1, verify that the gap between the front of the door handles on fully open drawers and the ends of open cabinet doors at their point of closest approach are at least three inches from the nearest surface on the opposite row of cabinets, and that the aisle is at least 27 inches wide at all points. Verify that the outside surface of the drawer sides are not more than 25.2 inches from the inside surfaces of their opposite sides, and that the rear edges of the shelves are not more than 25.2 inches from their front edges. Verify that the top of the highest drawer front is not more than 48 inches above the floor. If the drawer retention devices are on only one side of the drawers, verify that the shortest distance from the retention device around the perimeter of the drawer's useable storage space to the outside surface on the opposite side of the drawer is not more than 25.2 inches (i.e. the 5th percentile Army female must be able to release the retention device of an open, completely filled drawer and close it while standing on the opposite side of the drawer).

4.6.2 Organized storage. Measure each cabinet's provided drawers and shelves to assure that they are within the size limits and proportions specified.

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4.6.2.1 Drawers. Examine the drawers to assure they are double hung (the inside of the drawers are fully outside the cabinet enclosure when retained in the fully-open position), and that the drawer glides incorporate friction-reducing devices. Verify that each drawer's back, sidewalls, partitions, and dividers are at least 90% the height of the useable storage space. Examine the drawer sides and partitions to verify that the location of partitions and dividers can be adjusted in increments of one inch or less. Verify that partitions and dividers are provided with re-useable locking features that keep them from being fully or partially dislodged during transport of the set. Examine the partitions and dividers installed in each drawer and confirm they provide the number of compartments indicated.

4.6.2.2 Shelves. Verify that single or double-hinged doors enclose all parts of the cabinets not taken up by drawers. Verify that the shelf locations are adjustable in increments of one inch or less. Verify that the number of adjustable shelves provided with the set is equal to one per ten vertical inches of door-enclosed storage space. Verify each adjustable shelf is provided with two adjustable dividers. Measure each divider to ensure it is at least 6" high.

4.6.2.3 Visual cues. Examine each drawer's front to verify it is provided with means to attach a label identifying the contents of the drawer. Verify that the label holder extends across at least 75% of the drawer width and that a transparent protective cover is provided for each label holder. Verify that at least one self-adhesive label holders with transparent covers is provided for each divider, and that at least three such label holders are provided for each shelf.

4.7 Plates and labels. Examine all plates and labels other than those on the drawers to verify they are permanently affixed to the cabinets; and:

a. In the English language.

b. Are resistant to deterioration caused by heat, cold, solar radiation, water, and petroleum products to the extent that they will remain intact and readily legible for a minimum of ten (10) years (see 3.8).

c. Marking shall be accomplished in a manner that does not adversely affect the life and utility of the cabinets.

4.8 Item identification. Examine each cabinet in the set to see if it has been identified by a plate conforming to A-A-50271, Composition A, Class 2 or Composition D. Examine to see that the plate has been placed in a location on the exterior of the cabinet that is plainly visible when the cabinet has been closed and locked in preparation for shipment. Examine for the following:

- a. Nomenclature: SHOP SET, SPARE PARTS STORAGE: FIELD MAINTENANCE
- b. NSN: 4940-01-476-2320
- c. LIN: T36305
- d. Specification data: TACOM-ARDEC DFP 404
- e. Manufacturer: CAGE or NSCM and PIN **
- f. Serial Number: *

- g. Acquisition instrument identification number: **
- h. Cabinet X of Y. ***

*Format optional

**See definitions

***Number of each cabinet (X) out of the total number of cabinets in the set (Y).

4.9 Environment. Confirm that all exposed metal parts of the storage set have a protective finish. Any color is acceptable.

4.10 Physical security. Examine each cabinet to see if it has been fitted with a padlock-securable hinged locking bar to discourage theft, and to keep the drawers securely closed during transport. The cabinet doors shall also be provided with a padlock-securable locking device.

4.10.1 Locks. Verify that the padlock-securable locking devices will each accept padlocks with shackles at least 0.383 inch in diameter.

4.10.2 Anti-tampering measures. Examine the locking devices on each cabinet to see if padlocks will be plainly visible, and that the removal of any of the items stored is impossible without either removing the locks or visibly damaging the cabinets.

4.11 Safety. Examine the storage set for the presence of any uncontrolled safety or health hazards. Determine if the storage set incorporates the following features to assure safe operation.

4.11.1 Physical hazard control.

a. Verify that mechanical guards and other safety devices are provided that protect operators from physical hazards.

b. Verify there are no exposed sharp corners or sharp edges that serve no functional purpose.

c. Verify that all cabinet handles are either recessed to eliminate projections from the surface or are configured, located, and oriented to preclude injuring personnel or entangling their clothing or equipment.

d. Verify that hazards that cannot be eliminated and cannot be controlled by protective devices have been identified to the user by printed warnings or cautions in accordance with ANSI Z535.4.

4.11.2 Cabinet restraints. Verify that each cabinet base incorporates readily accessible mounting holes or other features for anchoring the cabinet to the cargo deck of a tactical truck or trailer.

4.11.3. Drawer restraints. Examine all cabinet drawers to see if lock-in/lock-out devices or other restraints as necessary to secure them in the open and closed positions are present. The restraints shall prevent unintended movement of the drawers due to placement of the cabinets on slopes of 15 degrees or less.

4.11.4. Shelf restraints. Examine the front of each cabinet shelf to see if a vertical lip, and adjustable bars or other restraints to secure stored items in place has been provided. The

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restraints shall prevent the stored items from sliding, rolling, or falling off the shelves when the cabinets are placed on slopes of 15 degrees or less.

4.12 Transportability tests. Prior to each test, the fully loaded vehicle-mounted cabinets shall be examined to confirm they are undamaged and in good working order; and that all drawers are securely locked. Any physical defects or operational problems shall be documented and corrected before proceeding with any test.

4.12.1. Lifting. Verify the required locations, strengths, clearances, and labeling of all lifting provisions. Verify the cabinet bases provide sufficient ground clearance and mechanical strength to permit the fully loaded cabinets to be picked up and moved by forklift and pallet truck.

4.12.2 Shock and vibration.

4.12.2.1 Common carrier transport. The contractor is to provide an analysis or other evidence showing that the storage set is suitable for commercial shipment. Cabinets routinely marketed as suitable for vehicle and shipboard installation are considered adequate for transport by air, sea, rail, and highway.

4.12.2.2 Military transport. The contractor is to provide evidence showing that the storage set is suitable for cross-country transport by military tactical vehicle. This may consist of certified documents showing the cabinets have been successfully qualified by test to vibration criteria that equals or exceeds that specified below, or that the cabinets have demonstrated acceptable reliability in an application(s) where vibration environments and exposure durations are equal to or more stringent than the vibration requirements specified herein. In the absence of such evidence, the storage set shall undergo the following test in accordance with MIL-STD-810, Method 514.5, Procedure I, "General Vibration," to simulate the vibration exposure of the cabinets during their environmental life cycle. The test facility shall be capable of providing a vibration environment and control strategy as follows.

The cabinets shall be secured to a fixture on an appropriately sized standard laboratory vibration exciter (shaker) utilizing acceleration input control. The cabinets may be tested singly, or together, shall be configured for service use (fully loaded, with doors and drawers locked and padlock secured), and shall be fastened to the test fixture, with the size and type of fasteners recommended by the cabinet manufacturer for vehicle installations. The test shall be conducted at standard ambient conditions (see MIL-STD-810). The acceleration spectral density, at the control transducer(s), shall be maintained within ± 3 dB, over the required frequency range, measured within ± 0.5 dB of the vibration at the transducer mounting surface. Measurement bandwidth shall not exceed 2.5 Hz (at 25 Hz or below), or 5 Hz at frequencies above 25 Hz. Random vibration with an Acceleration Spectral Density conforming to Figures 2, 3, and 4 shall be applied to the cabinets at the fixture/cabinet interface for 27 hours per axis (see Figure 5).

NOTE: Alternate vibration schedules capable of producing equivalent metal fatigue over a different time span may be employed, subject to approval by the government. The vibration schedules presented in this specification have been derived from field measurements. The levels and test durations of these schedules were developed to establish test exposures

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considered to be representative of this field exposure. The specified schedule already reflects the use of exaggerated test levels (an exaggeration factor of 1.85) to establish laboratory test durations compressed in time in relation to the duration of the field transport.

This process incorporates accepted equivalent-damage theory (fatigue damage can be accelerated by increasing the stress level and reducing the number of stress applications). This is only applicable as long as the failure mechanism is assumed to be fatigue, and it is noted in this case that fretting of bearings and loosening of fasteners are other possible adverse effects. If the contractor desires to further reduce the test duration of the provided test schedules, conservatism (additional severity) may be added to the random spectra and periodic components of the schedules. This operation must be applied by utilizing the equivalent-damage theory. Caution must be applied to ensure that the resulting exaggerated test schedules do not contain levels that are significantly beyond peak, short-duration levels of the field exposure.

The storage set is deemed to have failed if there is structural damage to the cabinets or their mounting points; or if any cabinet latch, door, or drawer fails to function upon completion of the test. In the event the test is interrupted due to structural damage before the full time has elapsed, the unit under test shall be considered to have failed and shall be cause for rejection. Fair wear and tear (e.g. loose or missing fasteners or other components) and degradation in performance (e.g., binding of latches, doors and drawers) evident upon completion of the test is acceptable; provided the original performance of the cabinets can be restored through component replacement, using common hand tools; and provided the contractor can demonstrate the fair market price of the repair parts and labor required does not exceed 50% of the original purchase price for the cabinets when new.

4.13 Durability. The storage set has a projected economic life of not less than 10 years. The contractor shall provide a report detailing this projected economic life. The projection may be made based on historical data regarding the economic life of items having similar design and manufacture, test data, or a combination thereof. Lack of supportive objective evidence in the report shall be cause for rejection.

4.14 Certified test reports (CTR) in lieu of testing acceptable. The contractor may request, through the Procurement Contracting Officer (PCO), that the Government accept a CTR in lieu of testing called out in paragraph 4.12 through 4.12.2.2, or for any other testing the contractor may wish the Government to consider. The CTR must be in the format shown in 4.14.1.

4.14.1 Certified test reports (CTR) format. If CTR is approved, the contractor shall make available to the Government a CTR for each lot of parts, assemblies, subsystems and systems by lot number prior to acceptance. This test report is in addition to, and not in lieu of, any rights of the Government under this contract or law. A CTR may be used as an element incident to, but shall not be used as the sole basis for, Government acceptance of the contract item(s) unless so indicated in the technical documentation or contract. As a minimum, the report shall contain the following:

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- a. Name of company and date.
- b. Contract number or purchase order number, national stock number and drawing number.
- c. Complete nomenclature of supplies together with lot number or other identification. The quantity in each lot or shipment shall be given.
- d. All inspections and tests required by contract (i.e., material, processes, performance, functional, etc.) shall be recorded in test reports. These reports shall identify each lot submitted for acceptance by lot number, the specification or drawing, revision and date, grade or type as applicable, number of specimens tested, specified characteristics and requirements, and actual results obtained.
- e. A statement, as follows, certifying that material meets all requirements of the contract:

“The undersigned, individually, and as the authorized representative of the contractor, warrants and represents that: All the information supplied above is true and accurate; the material covered by this certificate conforms to all contract requirements (including but not limited to the drawings and specifications); the inspection and test results, and the analysis appearing herein are true and accurate; and this certificate is made for the purpose of inducing payment and with knowledge that the information and certification may be used as a basis for payment.”
- f. Signature and title of certifying official.

4.15 Inspection lot formation. Lot formation shall be in accordance with Section 4 of MIL-STD-1916.

4.16 Rejection. Failure of any unit to pass any verification shall be cause for rejection of the unit.

5. PACKAGING

For acquisition purposes, the packaging requirements shall be as specified in the contract or order (see paragraph 6.2). When actual packaging of materiel is to be performed by DOD personnel, these personnel need to contact the responsible packaging activity to ascertain requisite packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activity within the Military Department or Defense Agency, or within the Military Department's System Command. Packaging data retrieval is available from the managing Military Department's or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

6. NOTES

(This section contains information of a general or explanatory nature that may be helpful, but is not mandatory.)

6.1 Intended use. The Storage Set is intended for Combat Service Support (CSS) operations. The cabinets will be mounted in M35 or M1078 2.5 Ton Cargo Trucks for use by personnel engaged in logistic support, maintenance, and repair of military equipment both in garrison and while deployed away from fixed facilities. The storage set will be deployed worldwide to

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locations having climatic design types hot, basic, and cold as defined by MIL-STD-810. However, the cabinets will be kept under cover and will not be directly exposed to the weather. Travel in the Theater of Operations will primarily be by gravel road, combat (dirt) trail, or expedient road. Cross-country travel will be limited to short distances on fairly smooth and open ground

6.2 Ordering data.

6.2.1 Acquisition requirements. Acquisition documents must specify the following:

- a. Title, number, and date of this specification.
- b. Date of issue of the applicable DODISS (see paragraph 2.2.1)
- c. Applicable documents not cited in this specification (see paragraph 2.3)
- d. First article, when required (see paragraph 3.1).
- e. Packaging requirements (see paragraph 5.1).

6.2.2 Technical manuals. Not required.

6.2.3 First article. When a first article inspection is required, the Storage Set(s) provided for inspection shall be a first article sample, a first production item, a sample selected from the first run of production items, or a standard production item from the contractor's current inventory. The contracting officer should include specific instructions in the acquisition documents regarding the specific number of units to undergo first article inspection, the arrangements for examination, approval of first article test results, and disposition of first article units. Invitations for bid should provide that the Government reserves the right to waive the requirement for first article inspection for those bidders offering products which have been previously acquired or tested by the Government; and that bidders offering such products who wish to rely on such prior acceptance or test must furnish evidence with the bid that prior Government approval is presently appropriate for the pending contract.

6.3 Padlocks. The locks specified herein are in accordance with the recommendations of Army Regulation (AR) 190-51, "Security of Army Property at Unit and Installation Level."

6.4 Measurement system. The US Customary System of Units (US) or the International System of Units (SI) may be used in construction of the storage set. In this specification, all measurements, dimensions, sizes, and capacities are given in the US system. These measurements may be converted to the SI system by using the conversion factors and methods specified in ASTM E380.

6.5 Recycled, recovered, or environmentally preferable materials. Recycled, recovered or environmentally preferable materials should be used to the maximum extent possible provided the material meets or exceeds the operational and maintenance requirements, and promotes economically advantageous life cycle costs.

6.6 Definitions.

6.6.1 Cabinets. When used in this specification, cabinets are considered complete assemblies in the deliverable condition. A cabinet may be constructed of a base, one or more housings,

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drawers and/or shelves, shelving doors, and all associated hardware required to meet the specification requirements.

6.6.2 Fully loaded. A storage set is fully loaded when each drawer and shelf contains an evenly distributed load of from ten to 150 lbs, with a mean average load of 50 lbs for all shelves and drawers in the set.

6.6.3 Secured cargo. Secured cargo is cargo that is securely tied or blocked in all three axes with respect to the bed of the transport vehicle.

6.6.4 Primary road. A thoroughfare or highway. The preferred route between economically and strategically important destinations (usually communities) that carries heavy and high-density traffic. In the United States “primary road” implies a high-speed paved road.

6.6.5 Secondary road. Any road other than a primary road. A secondary road may or may not be hard-paved, and is intended for medium-weight, low-density traffic. In the United States, an aggregate-surfaced road is a secondary road.

6.6.6 Economic life. The time period for which it is prudent to pay for repair of an existing item rather than purchase a replacement. For purposes of this specification, an item has exceeded its economic life when the cost to repair a failure induced by service under the conditions anticipated herein (i.e. fair wear and tear) exceeds 50% of the cost of a new replacement.

6.6.7 Acquisition instrument identification number: The Government acquiring activity's contract or purchase order number.

6.6.8 Part or Identifying Number (PIN): The identifier assigned by the manufacturer, which uniquely identifies the Storage Set relative to the manufacturer; often a model number or top assembly drawing number.

6.6.9 Commercial and Government Entity (CAGE) Code: a five-character code which is assigned to commercial and Government activities that manufacturer or develop items, or provide services or supplies to the Government. The CAGE was previously called the manufacturer's code, code identification number, or Federal Supply Code for Manufacturers (FSCM).

6.6.10 NATO Supply Code for Manufacturers (NSCM): A five-position alpha-numeric code assigned to manufacturers that are located in a country other than the United States or Canada, and are a source of supply for items acquired by the Federal Government, NATO member nations, and other participating friendly Governments.

6.7 Subject terms (key word) listing.

Cabinet

Sets, Kits, and Outfits (SKO)

Shop Set

Storage

Transportability

Custodian:

Preparing Activity:

TABLE 1. Requirement/verification matrix

<u>Verification Methods</u> N - Not Applicable 1 - Analysis 2 - Demonstration 3 - Examination 4 - Test NOTE: "F" = Test First Article only									
<u>Verification Class</u> A = First Article B = Conformance									
Title	Section 3 Requirement	Verification Method					Verification Class		Section 4 Requirement
		N	1	2	3	4	A	B	
Performance	3.2				X		X		4.5
Size	3.3.1				X		X	X	4.6.1
Installation constraints	3.3.1.1				X		X	X	4.6.1.1
Operational constraints	3.3.1.2				X		X	X	4.6.1.2
Organized storage	3.3.2				X		X		4.6.2
Drawers	3.3.2.1				X		X		4.6.2.1
Shelves	3.3.2.2				X		X		4.6.2.2
Visual cues	3.3.2.3				X		X	X	4.6.2.3
Plates and labels	3.3.3				X		X	X	4.7
Item identification	3.3.4				X		X	X	4.8
Environment	3.4.				X		X	X	4.9
Physical security	3.5				X		X	X	4.10
Locks	3.5.1				X		X	X	4.10.1
Anti-tempering measures	3.5.2				X		X	X	4.10.2
Safety	3.6				X		X		4.11
Physical hazard control	3.6.1				X		X		4.11.1
Cabinet restraints	3.6.2				X		X	X	4.11.2
Drawer restraints	3.6.3				X		X	X	4.11.3
Shelf restraints	3.6.4				X		X	X	4.11.4

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Lifting provisions	3.7.1				X		X	X	4.12.1.
Common carrier transport	3.7.2.1		X				X		4.12.2.1
Military transport	3.7.2.2		X			F	F		4.12.2.2
Durability	3.8		X						4.13

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct-2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are

participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2001)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restric-

tions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided

under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders,

rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- (ii) Alternate I to 52.219-5.

- (iii) Alternate II to 52.219-5.

- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- (ii) Alternate I of 52.219-23.

- (9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

- (12) 52.222-26, Equal Opportunity (E.O. 11246).

- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

- (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).

- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- (18) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a - 10d).

- (19)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

- (ii) Alternate I of 52.225-3.

- (iii) Alternate II of 52.225-3.

52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in 12.301(b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS
(OCT 2000)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in

this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 Evaluation—Commercial Items.

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of impor-

52.212-3 I Offeror Representations and Certifications--Commercial Items.

ADDENDUM 005

Alternate I (Apr.2002). As prescribed in 12.301 (b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL
ITEMS ALTERNATE I (FEB 2002)

(a) Definitions. As used in this provision:

'Emerging small business' means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

'Forced or indentured child labor' means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

'Service-disabled veteran-owned small business concern'--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

'Small business concern' means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

'Veteran-owned small business concern' means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

'Women-owned small business concern' means a small business concern--

(1) Which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

'Women-owned business concern' means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis.

(2) Corporate status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs). The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICS) or four designated industry groups

(DIGs.) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantage business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and,

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled 'Buy American Act--Balance of Payments--Supplies' and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled 'Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program' and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program':

NAFTA Country or Israeli End Products

Line Item No.: _____

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled 'Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program.' The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25 .

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled 'Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program';

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program':

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5 , Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled 'Trade Agreements.'

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25 . For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503 (b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

As prescribed in 252.212.301 (f)(ii), use the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS
(NOV 1995)

(a) Definitions. As used in this clause--

(1) 'Foreign person' means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) 'United States person' is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024 , Notification of Transportation of Supplies by Sea.

(End of provision)