

TACOM-RI  
PERFORMANCE-BASED SOLICITATION CERTIFICATION

Solicitation Number DAAE20-00-T-0287 for the 5 & 7 Ton Trestle Hoist/Jack Stand is attested by the undersigned to be performance-based. The requirements of the solicitation have been templated to assure that only essential requirements are imposed therein and that such requirements are indeed performance-based. Also, after the below date, should additional requirements be included in the solicitation, or resultant contract, every effort will be made for such requirements to be performance-based.

Signed		5 Dec 00
_____	AMSTA-LC-CTTE	_____
Sylvia Gauthier	Office	Date

I believe the above identified solicitation to be performance-based commensurate with the information provided to me by the above individual.

_____	AMSTA-LC-R	_____
JIMMY C. MORGAN		Date
Associate Director for Systems Acquisition and Life Cycle Management Rock Island Site Manager		

AMSTA-LC-CTTE

MEMORANDUM FOR AMSTA-LC-CT

SUBJECT: Templating for:

5 Ton - Trestle Hoist/Jack Stand, NSN: 3950-00-262-0392  
7 Ton - Trestle Hoist/Jack Stand, NSN: 3950-00-251-8013

1. Reference memorandum, AMSTA-AC, 13 Jul 98, subject: TACOM-ACALA Acquisition Reform Templating Guidance
2. Solicitation Number DAAE20-00-T-0287 for the 5 & 7 Ton Trestle Hoist/Jack Stand was reviewed by the entire Integrated Product Team (IPT).
3. The IPT has determined that the requirements of the solicitation have been templated to assure that only essential requirements are imposed therein and that such requirements are indeed performance-based.

Signed

5 Dec 00

Date: \_\_\_\_\_

\_\_\_\_\_  
SYLVIA GAUTHIER  
Contract Specialist  
Integrated Product  
Team (IPT) Leader

CONCURRENCE:

\_\_\_\_\_  
DON STEWART  
Tools Team Leader  
AMSTA-LC-CTT-E

\_\_\_\_\_  
Concur/Nonconcur

I believe the above identified solicitation to be templated commensurate with the information provided to me by the above individuals.

\_\_\_\_\_  
WAYNE SCHAFF  
Chief, Tools and Training  
Systems Product Center

\_\_\_\_\_  
Concur/Nonconcur

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 25	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE20-00-T-0287	
7. For Solicitation Information Call:		A. Name SYLVIA GAUTHIER		B. Telephone Number (No Collect Calls) (309) 782-7290		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTT ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule	
e-mail: GAUTHIERS@RIA.ARMY.MIL						12. Discount Terms	
15. Deliver To SEE SCHEDULE		Code		16. Administered By		Code	
Telephone No.							
17. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By	
Telephone No.						Code	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services  SEE SCHEDULE  (Attach Additional Sheets As Necessary)		21. Quantity		22. Unit	
						23. Unit Price	
						24. Amount	
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number Partial Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				37. Check Number			
38. S/R Account Number				39. S/R Voucher Number		40. Paid By	
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer				41c. Date		42b. Received At (Location)	
				42c. Date Recd (YYMMDD)		42d. Total Containers	



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	<b>PIIN/SIIN</b> DAAE20-00-T-0287	<b>MOD/AMD</b>	

**Name of Offeror or Contractor:**

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

THIS SOLICITATION WILL RESULT IN THE COMPETITIVE AWARD OF A LONG-TERM FIRM FIXED INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT. THE CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH IN THE SCHEDULE. THE QUANTITY OF 1566 FOR 5 TON NSN: 3950-00-262-0392 AND 3274 FOR 7 TON NSN: 3950-00-251-8013 IS THE GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT THE TIME OF CONTRACT AWARD. ALL OTHER QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

\*\*\* END OF NARRATIVE A 002 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u></p> <p>NOUN: TRESTLES HOIST/ JACK STAND                      SECURITY CLASS: Unclassified</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE AND ORDERING PERIOD ON THE PRICING SHEET ADDENDUM 01 PRICING LINES ON THIS SHEET WILL REMAIN BLANK.</p> <p>NOTE: UNIT OF ISSUE IS PAIR (UNIT PRICE WILL BE FOR TWO TRESTLE, HOIST/JACK STANDS)</p> <p>INSPECTION/ACCEPTANCE: ORIGIN                      FOB: ORIGIN</p> <p>SECTION C                      DESCRIPTION FOR PURCHASE 375, REV C, 30 NOV 2000</p> <p>PRICING PERIODS:</p> <p>1: AWARD DATE THROUGH 31 DECEMBER 2001                      2: 01 JANUARY 2002 - 31 DECEMBER 2002                      3: 01 JANUARY 2003 - 31 DECEMBER 2003</p> <p>PRODUCTION DELIVERY DATE IS 90 DAYS AFTER RECEIPT OF ORDER.</p> <p>PRODUCTION DELIVERY WILL NOT EXCEED 500 PER MONTH</p> <p>PRODUCT PERFORMANCE VERIFICATION (AS FOUND IN DFP 375)</p> <p>INSPECTION: ORIGIN                      ACCEPTANCE: DESTINATION</p> <p>DELIVERY SCHEDULE: NO LATER THAN 30 DAYS AFTER AWARD. REQUIRE YOU NOTIFY MR. DAVE MYERS, DEPARTMENT OF THE ARMY TACOM-RI, AMSTA-LC-QAW-C, ROCK ISLAND, IL 61299-7630 15 DAYS PRIOR TO THE SCHEDULED DEMONSTRATION TEST.</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO PLACE ORDERS ON THIS CONTRACT. ORDERS MUST BE WRITTEN AND MAY BE TRANSMITTED BY U.S. MAIL, FACSIMILE, OR BY ELECTRONIC MEANS.</p> <p>(End of narrative B001)</p>			<p>\$ _____</p>	<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0002	<p><u>Packaging and Marking</u></p> <p>PACKAGING AND MARKING</p> <p>PRESERVATION AND PACKAGING SHALL BE COMMERCIAL IN ACCORDANCE WITH ASTM-D-3951 AND THE ADDITIONAL REQUIREMENTS AS SPECIFIED IN DFP 375 REV C, PARAGRAPH 5.2.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>0</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>COMMERCIAL OFF THE SHELF MANUAL</p> <p>NOUN: DD FORM 1423                      SECURITY CLASS: Unclassified</p> <p>THE CONTRACTOR WILL PROVIDE TECHNICAL MANUALS AND A COPYRIGHT RELEASE LETTER. THE MANUALS ARE THE OFFICIAL MEDIUM FOR PROVIDING OPERATING AND MAINTENANCE INSTRUCTIONS AND REPAIR PARTS INFORMATION PERTAINING TO COMMERCIAL ITEMS OF EQUIPMENT. THE MANUALS WILL BE IN THE CONTRACTORS FORMAT USING MIL-HDBK-1221 AS A GUIDELINE TO ASSURE THE MANUAL FORMAT IS ACCEPTABLE.</p> <p>THE FINAL MANUAL SHALL BE OF HIGH REPRODUCTION QUALITY SUITABLE FOR DIRECT REPRODUCTION. THE FOLLOWING ADDITIONAL DATA SHALL BE APPLIED TO THE COVER.</p> <p>NATIONAL STOCK NUMBER (NSN)                      END ITEM NOMENCLATURE                      CONTRACT NUMBER                      COMMERCIAL AND GOVERNMENT (CAGE CODE)                      SUPPLIERS NAME, ADDRESS, AND CAGE IF DIFFERENT FROM THE MANUFACTURER.</p> <p>THE COPYRIGHT RELEASE LETTER SHALL BE A SIGNED COPYRIGHT RELEASE GIVING THE GOVERNMENT UNCONDITIONAL RIGHTS TO REPRODUCE AND USE ANY</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	0							<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>
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**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PARTS OF THE COMMERCIAL MANUALS WHICH ARE INCLUDED WITH THE PROCURED ITEM. ONE FINAL COPY EACH WILL BE OVERPACKED WITH EACH END ITEM AND TWO COPIES SUPPLIED TO AMSTA-LC=CTTM.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>				

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**Name of Offeror or Contractor:**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE FIVE TON AND SEVEN TON TRESTLE (VEHICLE SUPPORT STAND) IS DEFINED BY A DESCRIPTION FOR PURCHASE NO.375, REV C DATED 30 NOV 2000. THE DESCRIPTION FOR PURCHASE IS INCROPORATED AT ADDENDUM 002.

\*\*\* END OF NARRATIVE C 001 \*\*\*

## DELIVERIES OR PERFORMANCE

2	52.247-29	F.O.B. ORIGIN	JUN/1988
3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
4	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

6            52.246-4500            MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)            MAY/2000  
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are gauthiers@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6701, ATTN: Sylvia Gauthier and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES

7	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
8	52.232-18	AVAILABILITY OF FUNDS	APR/1984
9	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
10	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
11	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
12	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000

(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); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR and FIRMR clauses in this paragraph (b) which 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:

\_\_\_\_\_ (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 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).

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- \_\_\_(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).
- X\_\_\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X\_\_\_(12) 52.222-26, Equal Opportunity (E.O. 11246).
- X\_\_\_(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X\_\_\_(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X\_\_\_(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- \_\_\_(16)(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)).
- \_\_\_(17) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).
- \_\_\_(18)(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.
- \_\_\_(19) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- \_\_\_(20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- \_\_\_(21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_(22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X\_\_\_(23) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_(24) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_(25) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- \_\_\_(26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- X\_\_\_(27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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**Name of Offeror or Contractor:**

(ii) Alternate I of 52.247-64.

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

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));  
and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

13 52.216-18 ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from AWARD DATE through 31 DECEMBER 2004 .

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**Name of Offeror or Contractor:**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

14

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 EACH (5 TON) AND 250 EACH (7 TON), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the maximum range quantity;

(2) Any order for a combination of items in excess of where the maximum range quantity is exceeded; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

15

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 DECEMBER 2004.

(End of clause)



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**Name of Offeror or Contractor:**

(IA6720)

17            52.242-12            REPORT OF SHIPMENT (RESHIP)            JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a "Report of Shipment" or "RESHIP FOR T.O."

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*\*-JUNE 5 JONES & CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

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**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICING SPREADSHEET		1PG	
Attachment 002	DESCRIPTION/SPECIFICATIONS 375, REV B	25-OCT-00	8PG	
Attachment 003	FAR 52.212-1 INSTRUCTION TO OFFERERS		3PG	
Attachment 004	FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS		3PG	
Attachment 005	SECTION D PACKAGING		2PG	

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**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

18 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

19 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - OCT/2000  
ALTERNATE I, II, & III

(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 designated.

"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 of which 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. 6109, 31 u.s.c. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b) (3) through (b) (5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) 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

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD

**Name of Offeror or Contractor:**

effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

## (4) Type of Organization.

Sole proprietorship

Partnership

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

## (5) 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, for general statistical purposes, 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 represented 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

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MOD/AMD

Name of Offeror or Contractor:

is
is not
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 and certifies 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):

Table with 2 columns: Number of Employees and Average Annual Gross Revenues. Rows include categories like '50 or fewer', '51-100', '101-250', '251-500', '501-750', '751-1,000', 'Over 1,000' and corresponding revenue ranges from '\$1 million or less' to 'Over \$17 million'.

(9) (Complete only if the solicitation contains the clauses 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 disadvantaged 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 paragraphs (c)(7)(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:

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Name of Offeror or Contractor:

\_\_\_\_\_.]

(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.

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c) (2) or (c) (7) 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 or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, 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.

(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 representations in paragraph (c) (9) (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 name 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.

(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 either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It

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**Name of Offeror or Contractor:**

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 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 Program - Supplies" and that the offeror has consider 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 offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations 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

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MOD/AMD

Name of Offeror or Contractor:

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) of 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). 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

## CONTINUATION SHEET

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## Name of Offeror or Contractor:

(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.

(End of provision)

(KF7063)

20 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS NOV/1995  
 DFARS

(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 on 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 of 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)

(KA7002)

**Name of Offeror or Contractor:**

21            252.225-7000      BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      SEP/1999  
                   DFARS  
 (a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)

(End of Provision)

KA7702

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

22	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	OCT/2000
23	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE, COMMERCIAL, 5 YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY contract

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 23 of 25</b>
	PIIN/SIIN DAAE20-00-T-0287	MOD/AMD	

**Name of Offeror or Contractor:**

resulting from this solicitation.

(End of Provision)

(LF6008)

24            52.215-4510            ELECTRONIC BIDS/OFFERS            AUG/1999  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaidsbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<[http://aaids.ria.army.mil/aaids/Padds\\_web/index.html](http://aaids.ria.army.mil/aaids/Padds_web/index.html)>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

25            52.215-4511            ELECTRONIC AWARD NOTICE            APR/1999  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

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(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-T-0287 MOD/AMD	Page 24 of 25
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**Name of Offeror or Contractor:**

(LS7012)

INSTRUCTION, CONDITIONS, AND NOTICES TO OFFERORS

PRICE:

THE OFFEROR WILL ENTER UNIT PRICES FOR ALL PRICING PERIODS IN THE SPACE PROVIDED ON THE ENCLOSED PRICE EVALUATION SPREADSHEET (ADDENDUM 001. ALL RANGES AND YEARS MUST BE FILLED IN TO BE ACCEPTABLE. ALL UNIT PRICES WILL BE BINDING TO THE GOVERNMENT PRICES WILL BE SUBMITTED AS FOB ORIGIN.

NOTE: REVIEW 52.212-1 INSTRUCTIONS TO OFFERERS-COMMERCIAL ITEMS, ADDEMDUM 004, PARAGRAPH (b) (6)

\*\*\* END OF NARRATIVE L 001 \*\*\*

EVALUATION FACTORS FOR AWARD

26            52.212-2            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:

(1) PRICE

(b) Options. the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6025)

SECTION M:

PRICE:

1. AWARD WILL BE EVALUATED BY PRICE. THE GOVERNMENT WILL DEVELOP AN EVALUATION PRICE FOR EACH OFFEROR. THIS WILL BE DONE BY MULTIPLYING EACH RANGE PRICE TIMES THE PERCENTAGE ASSIGNED. TIMES THE MINIMUM QUANTITY OF EACH RANGE. ALL RANGES AND YEARS WILL BE ADDED FOR ALL LINE ITEMS TO ARRIVE AT A TOTAL EVALUATED PRICE.

2. EVALUATION OF THE PRICE WILL INCLUDE DETERMINING REASONABLENESS AND REALISM. REASONABLENESS IS INTERPRETED TO MEAN THAT THE PRICE DOES NOT EXCEED WHAT WOULD BE INCURRED BY AN ORDINARILY PRUDENT PERSON IN THE CONDUCT OF COMPETITIVE BUSINESS. REALISM ASKS "DOES THE PROPOSAL PRICE ACCURATELY REFLECT THE OFFEROR'S PROPOSED EFFORT TO MEET THE PROGRAM REQUIREMENTS AND OBJECTIVES". AN UNREALISTIC OR UNAFFORDABLE PRICE MAY PRECLUDE AN OFFEROR FROM AWARD. THE GOVERNMENT RETAINS THE RIGHT TO OBTAIN ADDITIONAL COST/PRICE DATA FROM ANY OFFEROR IN THE EVENT OF A LACK OF COMPETITIVE BIDS.

3. IF THE OFFEROR FAILS TO PROPOSE FOR ALL PRICING PERIODS OR RANGES, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN DAAE20-00-T-0287                      MOD/AMD	<b>Page 25 of 25</b>
<b>Name of Offeror or Contractor:</b>		

\*\*\* END OF NARRATIVE M 001 \*\*\*

## Pricing Evaluation Summary

**CLIN 0001**

NSN: 3950-00-262-0392

5 Ton Trussel Hoist

**Product Performance Verification**

Range	Year 1 Unit Price	Wgt.
50-74		5%
75-99		5%
100-139		5%
140-180		5%
1566		80%

Weighted Total Price

Year 2 Unit Price	Wgt.	Year 3 Unit Price	Wgt.
	5%		5%
	5%		5%
	10%		10%
	80%		80%

**CLIN 0002**

NSN: 3950-00-252-8013

7 Ton Trussel Hoist

**Product Performance Verification**

Range	Year 1 Unit Price	Wgt.
250-349		5%
350-499		5%
500-649		5%
650-800		5%
3274		80%

Weighted Total Price

Year 2 Unit Price	Wgt.	Year 3 Unit Price	Wgt.
	5%		5%
	5%		5%
	10%		10%
	80%		80%

1. This will be an all or none procurement. Contractor's failing to bid on all items, all years, and all ranges may be disqualified.
2. For evaluation purposes, the Government has weighted the ranges based on the likelihood that if an order is placed, it will be placed in that particular range. An evaluation price will be calculated by multiplying the offered prices by their respective weights and minimum quantities for each range and adding the totals for all CLIN's and all years.
3. Product Performance Verification requirements are shown directly under the CLIN number, if required. The box to the right of the requirement is for your proposed price of Product Performance Verification. The location of the box indicates the probable year of the Product Performance Verification requirement. Failure to propose on Product Performance Verification may be a reason for Disqualification.
4. Product Performance Verification costs proposed will be added to the evaluation price in the total of all years as explained in note 2. above.

ARDEC  
BATTLEFIELD MAINTENANCE ENGINEERING DIVISION  
DESCRIPTION FOR PURCHASE  
DFP-375, Rev C, 30 NOV 2000  
TRESTLES, MOTOR VEHICLE MAINTENANCE AND STORAGE  
5 & 7 TON RATING  
(VEHICLE SUPPORT STANDS)

## 1 SCOPE

1.1 Scope. This description covers adjustable trestles (vehicle support stands) of the rack and pawl type that are positioned under raised motor vehicles to support the vehicles at predetermined heights for maintenance or storage. Trestles are to be used in pairs. The terms "trestle", "vehicle support stand" and "jack stand" are used interchangeably in the industry and in this description. This description for purchase will be referred to as the specification throughout the remainder of this document. Trestles are considered to be commercial products and can be purchased off the shelf or from standard commercial production runs without the imposition of special Government inspection requirements.

1.2 Classification. Trestles (jack stands) covered by this document are:

5 US Tons load capacity, NSN 3950-00-262-0392

7 US Tons load capacity, NSN 3950-00-251-8013

## 2 APPLICABLE DOCUMENTS

2.1 Commercial standards. The following document forms a part of this specification to the extent specified herein.

### AMERICAN SOCIETY OF MECHANICAL ENGINEERS

ASME/ANSI PALD-1997 and addendum 2000a - Section 4, Vehicle Support Stands

(Application for copies should be addressed to the American Society of Mechanical Engineers, 345 East 47th Street, New York, NY 10017. The ASME maintains a web site at [www.asme.org](http://www.asme.org).)

## 3 REQUIREMENTS

3.1 Configuration. The required configuration utilizes the rack and pawl type lock with a rectangular base.

3.2 Design. The trestles shall conform to the requirements of TABLE I. The trestles shall be new and designed for positioning under raised motor vehicles and shall be capable of supporting the specified load at various heights. The trestles shall meet all of the requirements of ASME/ANSI

PALD-1997 and addendum 2000a, Section 4 and all of the additional requirements of this specification.

TABLE I TRESTLE DIMENSIONS			
Load Capacity	Maximum allowable height of saddle when fully lowered	Required saddle height when fully extended, not less than	Saddle width (inches)
5 tons	16 inches	24 inches	1.31 to 1.62
7 tons	21 inches	30 inches	1.31 to 1.62

3.2.1 Materials. Materials not specifically designated herein or in the contract shall be of a quality commensurate with commercial practice within the trestle manufacturing industry. Materials chosen shall be suitable for the intended purpose in the design of the trestle and shall be free from defects that would adversely affect the performance of the assembly. When dissimilar metals are used in contact with each other, suitable protection against galvanic corrosion shall be applied.

3.2.2 Reclaimed materials. The manufacturer may use reclaimed materials for fabricating new parts. Reclaimed materials shall be reprocessed, remanufactured, or recycled in a manner that restores them to the same chemical composition and physical properties as the materials originally selected for use. Use of reclaimed parts as is or rebuilt from scrap or other used equipment shall not be permitted.

3.2.3 Castings and forgings. Castings and forgings shall be free of defects which affect serviceability or performance, i.e. fins, scale, inclusions, cold shuts, voids, cracks, thermal ruptures, laps, folds, mismatching, etc. Defective castings and forgings shall not be reclaimed for use on this end item.

3.2.4 Fastening devices. Fastening devices and methods shall be chosen to serve the need while providing necessary adjustability for service, maintenance or repair. Fasteners shall be installed to prevent loss of tightness and shall not loosen in service. Special application requirements, such as torque, shall be stated in the maintenance manuals.

3.2.5 Welding. Welding shall be neat in appearance and shall be strong enough to withstand application of the proof load and off-center rated loads to the completed trestle without cracking, or other damage.

3.2.6 Painting. All surfaces of the trestles, inside and out, shall be painted in accordance with the best practice of the commercial jack and vehicle support stand industry. Dried paint shall not interfere with the free movement of the pawl.

3.2.7 Workmanship. The quality of workmanship imparted to the trestles and their components shall equal or exceed that typically provided to commercial products by domestic producers of these type trestles. The trestles presented for acceptance shall have been manufactured with skill and care; shall be uniform, neat, and clean; and shall be free of irregularities and anomalies which degrade form, fit, function, performance or appearance.

3.2.8 Identification marking. Trestles shall be permanently marked with the National Stock Number, contract number, manufacturer's name, nomenclature and load capacity. In addition, the rated capacity in tons shall be cast or stamped into both the trestle column and base in characters no less than .5 inches high.

3.2.9 Caution plate. A caution plate, stating no less than the following, shall be affixed to the trestle on the same side as the handle.

CAUTION  
DO NOT OVERLOAD STANDS.  
PLACE LOAD ON CENTER OF SADDLE ONLY.  
USE STANDS IN PAIRS, ON HARD LEVEL SURFACE.  
LOAD AND STANDS SHALL BE STABLE.  
STUDY, UNDERSTAND, AND FOLLOW ALL INSTRUCTIONS.  
FAILURE TO HEED THIS WARNING MAY RESULT  
IN PERSONAL INJURY AND/OR PROPERTY DAMAGE.

3.3 Product performance characteristics. The trestles shall be capable of supporting the proof load and off-center rated load in all height positions from fully lowered to fully extended with no failure or permanent deformation exceeding 0.063 inches in the trestle base length or saddle height.

3.3.1 Proof load. The proof load shall be 1.5 times the rated load capacity. With the proof load applied on both lips of the saddle, the trestle shall sustain the proof load at any and all positions from fully lowered to fully extended, with no permanent deformation exceeding that specified in 3.3, no cracked welds, no mechanical failure, and no component damage.

3.3.2 Off-center load. The trestles shall not become unstable when subjected to the rated load capacity on one lip of the saddle and then on the other lip at any and all positions from fully lowered to fully extended. The trestles shall evidence no sign of column bending, visible cracks, component failure or permanent deformation exceeding that specified in 3.3 after being loaded on each lip of the saddle.

3.4 Component parts. The trestles shall consist of a base, a one piece column and saddle with rack, a pawl, a handle and any other components needed to effect an adequate design for the intended purpose.

3.4.1 Base. The trestle base shall have four legs forming a pyramid configuration that is symmetrical about the column. The trestles shall be supported from the bottoms of the legs only. No pads or supporting plates shall be used on the bottom of the legs. The length and width of the base shall meet the requirements of ASME/ANSI PALD-1997 and addendum 2000a, Section 4. The base shall afford a sturdy structure for the distribution of the supported load. The upper portion of the base, called the collar, shall position and retain the column and saddle and shall not deform under proof load or off-center loading.

3.4.2 Column and saddle. The column and saddle shall support the load and transfer the force through the collar to the trestle base. The saddle is the load contacting and bearing part of the column and shall provide safe retention of frame members, under carriage, lower control arms, cross members, spring mountings and shackles, axle and axle housings, etc. of vehicles. The saddle height shall be adjustable in increments of not more than 1.5 inches from the fully lowered position to the fully extended position. Retention lips at the ends of the saddle shall be at least .25 inch high on the inside dimension. The column and saddle shall be integrated as a single piece casting or forging and shall have the rack machined, cast, or forged into the column. The rack shall meet the requirements of 3.4.3. The trestle shall be designed such that the bottom end of the column shall not come closer than 0.25 inch to a flat surface under the trestle when the trestle is subjected to the proof load with the column in the lowest possible position. The design of the trestle shall prevent separation of the column and saddle from the base when the trestle is lifted by the column or saddle.

3.4.3 Rack and pawl. The configuration of the rack and pawl shall be such that the pawl engages the rack at every tooth by action of gravity alone as the rack is raised past the pawl. The pawl shall be integral with the handle and shall utilize the weight of the handle to engage the pawl with the teeth of the rack. The trestle shall contain no springs or other devices to cause the pawl to engage the rack, or to augment the force imparted by gravity. Deliberate action by the operator shall be required for rack and pawl disengagement. In addition, the teeth of the rack shall be designed to interlock with the pawl as a load is applied from above, so that the pawl cannot be disengaged from the rack without removing the load and raising the saddle slightly. The wear of the rack and pawl shall be self compensating.

3.4.4 Handle. A handle shall be provided to accommodate one-handed lifting and carrying of the trestle.

3.5 Manuals. The owners/operators manuals shall include the information specified in ASME/ANSI PALD-1997 and addendum 2000a, Section 4.

## 4 PRODUCT CONFORMANCE VERIFICATION

4.1 Responsibility for verification. The supplier shall perform all examinations and verifications required to assure conformance of the offered and delivered product with the requirements specified herein. Except as otherwise specified in the contract, the supplier may use his own or any other facilities suitable for the performance of the examination and verification procedures specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the examinations or verifications set forth in this document where such

examinations or verifications are deemed necessary to assure supplies and services conform to prescribed requirements.

4.1.1 Responsibility for compliance. All trestles must meet all requirements of section 3 of the Description for Purchase and Section D of the contract. The examination and verification processes set forth in this Description for Purchase shall become part of the contractor's overall quality program. The absence of an examination or verification requirement in the Description for Purchase shall not relieve the contractor of the responsibility of assuring that all trestles and associated manuals submitted to the government for acceptance comply with all requirements of the contract. Sampling for quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the government to the acceptance of defective material.

4.2 Product conformance verification. Product conformance verification shall be performed to provide clear evidence that the trestles offered for delivery under this contract are designed to perform as required and were produced with adequate quality assurance procedures applied. Product conformance verification shall be performed at the beginning of the contract on four production units selected from a full month's production by random selection. Each individual trestle shall be subjected to the full set of examinations and verifications as specified herein. The product conformance verification requirements specified herein are classified as follows:

- a. Product examination (see 4.3)
- b. Performance verification (see 4.4)
- c. Packaging inspection (see 4.5)

4.2.1 Failure to verify conformance. Failure to provide complete and adequate evidence of product conformance at the beginning of the contract shall be construed as evidence that the entire production lot from which the four samples were randomly selected is not in compliance with the requirements of this Description for Purchase and will not be accepted by the Government, and also that the design or quality control of the product is inadequate to support the production of acceptable product to be delivered in accordance with the requirements of this contract. The Government may also seek remedy under the termination clause of the contract.

4.3 Product examination. Visually, dimensionally, and manually examine each trestle to determine conformance with the requirements of 3.2 thru 3.2.9 and 3.4 thru 3.4.4. Visual examinations shall include verification of completeness of manufacture and assembly, conformance to specified standards, adequacy of markings, proper cleaning, and freedom from identified defects. Dimensional examination includes measuring dimensions including weights, as specified. Manual examinations shall include the operation of movable parts by hand to assure proper functioning. The examination provisions may be applied at the earliest practical point in manufacture at which it is feasible to inspect for acceptance without risk of change in the characteristic by subsequent operations. Failure of the contractor to provide objective evidence that the trestle has passed the examination prescribed for it by the contractor's inspection system shall be cause for rejection.

4.4 Performance verification. The baseline measurement and verification procedures of 4.4.3, 4.4.4 and 4.4.5 shall be performed in the order given, and in accordance with the requirement of 4.4.1 and 4.4.2.

4.4.1 Compression testing machine. The verification procedures specified in 4.4.4 and 4.4.5 shall be conducted using a compression testing machine which is accurate within five percent of the load being measured. The accuracy of the testing machine, including the effects of off-center (eccentric) loading, shall be verified in accordance with ASTM E4. Dead loads are considered unsafe for verification purposes and shall not be used. All loads shall be applied through platens of such sufficient thickness and hardness that they will not deform or coin under the loads applied to the trestle. The platens shall be flat and smooth and shall not restrain the trestle from tipping, moving, or deforming during load testing.

4.4.2 Measurements. All measurements shall be taken while the trestle is resting on a surface, which is flat and smooth within 0.001 inch. If suitable, the lower platen of the testing machine may be used for this purpose. The measuring device used shall be accurate within 0.0005 inch. The trestle shall be visually examined for cracked welds and other damage. Following the examination, the trestle base length and width and the distance from the surface plate or lower platen to the top of each lip of the saddle shall be measured with the saddle and column fully raised.

4.4.3 Baseline measurements. Prior to the performance verification procedures, the trestle shall be examined and baseline measurements shall be taken in accordance with 4.4.2. The baseline measurement shall be recorded only once for each trestle. The baseline shall be used for comparison with similar measurements taken after the verification procedures of 4.4.4 and 4.4.5 to determine the extent of permanent deformation of the trestle, if any. Evidence of cracked welds or other damage noted either before or after any of the verification procedures shall be cause for reporting a failure to conform to the requirement being verified.

4.4.4 Off-center loading verification. The following verification procedure shall be performed on each end, in turn, of the trestle saddle. The trestle shall be positioned in the load test machine with the saddle and column fully extended. A load equal to the trestle's specified capacity shall be applied to the saddle. The load shall then be removed and the trestle examined for damage and for permanent deformation in accordance with 4.4.2. Following the examination and measurements, the operability of the rack and pawl mechanism shall be verified. Evidence of cracked welds or other damage; permanent deformation in excess of the limits specified; failure of the rack and pawl mechanism to operate freely throughout its entire adjustment range; or any tipping, overturning, or movement of the trestle shall be cause for reporting a failure to conform to the off center loading requirement (see 3.3.2).

4.4.5 Proof load verification. The trestle shall be positioned in the load testing machine with the saddle and column fully extended. A proof load equal to 1.5 times the trestle's specified capacity shall be applied to the saddle. The proof load shall then be removed and the trestle examined for damage and measured for permanent deformation in accordance with 4.4.2. Following the examination and measurement, the operability of the rack and pawl mechanism shall be checked. Evidence of cracked welds or other damage; permanent deformation in excess of the

limits specified; or failure of the rack and pawl mechanism to operate freely throughout its entire adjustment range shall be cause for reporting a failure to conform to the requirement being verified (see 3.3.1).

4.4.6 Functional verification. After the completed trestle has been painted and the paint has dried, the trestle shall be operated to verify that the rack and pawl mechanism are free to perform as necessary under the influence of gravity. The verification shall consist of raising and lowering the saddle by hand, allowing the pawl to engage each tooth of the rack in turn. At each increment of saddle height adjustment, an attempt shall be made to dislodge the pawl by pushing on, shaking, and turning the saddle. When the saddle is fully extended, the trestle shall be lifted by the saddle. Failure of the pawl to automatically engage each tooth of the rack as the saddle is lifted; ability to dislodge the pawl from the rack through any movement of the saddle other than straight up; separation of the column and saddle from the base when the trestle is lifted by the saddle; or inability to lower the raised saddle shall be cause for reporting a failure to conform to the requirement being verified (see 3.4.2 and 3.4.3).

4.5 Packaging examination. Visually examine a completed sample of packaging to determine conformance with the requirements of Section D of the contract. Visual examinations shall include verification of completeness of paint coverage on the trestles, proper application of markings and labels, conformance to specified packaging standards and specifications, verification of proper stacking of trestles on pallet, completeness of pallet assembly, proper markings on the exterior of the pallet, and proper size of the pallet. The examination provisions may be applied at the earliest practical point in manufacture before acceptance and shipping.

## 5 PACKAGING

5.1 Preservation/Packaging/Packing. Preservation, packaging, and packing shall be commercial.

### 5.2 Additional Requirements.

5.2.1 Preservation. The preservation method shall be paint as specified in paragraph 3.2.6.

5.2.2 Wood products. If oak or chestnut wood products are used in the performance of this contract, these wood or wood products must be free of all bark.

5.2.3 Palletization. Unless otherwise specified herein, shipments to the same destination of identical items having a total packaged displacement exceeding 50 cubic feet shall be palletized unless forklift handling features such as skids, are included on containers.

5.3 Marking Requirements. Container markings shall be in capital letters of equal height, shall be proportionate to the available marking space and shall contain the following information:

- a. NSN/NATO stock number.
- b. CAGE code of the company awarded the contract and part number of the

- item as specified in the contract.
- c. Item description or Nomenclature.
- d. Unit of issue: 1 each
- e. Level of protection and date packed.
- f. Gross weight and cube
- g. Control number or reference number (As a minimum, the Transportation Control Number (TCN) shall be provided as the single standard shipment identification number).
- h. FROM: Name and Address of consignor (DOD Activity Address Code (DODAAC) and in the clear address if applicable).
- i. TO: Name and Address of consignee (DOD Activity Address Code (DODAAC) and in the clear address if applicable).
- j. Contract or purchase order number.
- k. Name and address of the contractor (including nine-digit zip code)  
When supplies are shipped from a subcontractor, only the name and address of the company awarded the contract shall be used.

In addition to the above information, the following shall be bar coded on the container using the 3 of 9 format in accordance with ANSI MH10.8M.

- a. NSN/NATO stock number.
- b. Contract or order number.
- c. CAGE code of the company awarded the contract.
- d. Contract Line Item Number (CLIN) if applicable.

52.212-1 Instructions to Offerers--Commercial Items.

As prescribed in 12. 1 (b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2000)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC 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 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) 697-1462/2179  
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](mailto:globalinfo@mail.dnb.com).

(End of provision)

[65 FR 16286, March 27, 2000]

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 1999)

(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) Prior to offering any units for Government acceptance, the contractor shall present a report to the Government thirty days after award which provides the results of the analysis, demonstrations, examinations, and tests specified in PD-387, paragraph 4.3, entitled "verification", on a minimum of 2 each air compressors.

(c) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

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

(e) 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.

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

(g) 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 restrictions, 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

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

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) 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.

(s) 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 whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(t) 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)

[64 FR 10542, March 4, 1999]

PART 1 SECTION D

PACKAGING

NSN: 3950-00-251-8013  
3950-00-262-0392  
NOMEN: 7 Ton Trestle  
5 Ton Trestle  
PRON: P30TAE01  
P30TAE02

PRESERVATION, PACKING, AND PACKAGING. Preservation, Packing and Packaging shall be in accordance with ASTM-D-3951 plus the following additional requirements. The unit package quantity shall be 1 each.

ADDITIONAL REQUIREMENTS:

If oak or chestnut wood products are used in the performance of this contract, these wood or wood products must be free of all bark.

Unless otherwise specified herein, shipments to the same destination of identical items having a total packaged displacement exceeding 50 cubic feet shall be palletized unless forklift - handling features such as skids are included on containers.

The preservation method shall be paint as specified in paragraph 3.2.6 of DFP 375, Rev A.

Workmanship shall be such that when proper procedure is followed, materials and equipment being processed will be provided the maximum protection against corrosion, deterioration, and be suitable for storage to the level of packaging specified.

MARKING REQUIREMENTS:

Container markings shall be in capital letters of equal height, shall be proportionate to the available marking space and shall contain the following information in the order listed:

- a. NSN/NATO stock number.
- b. CAGE code of the company awarded the contract, and part number of the item as specified in the contract.
- c. Quantity and unit of issue.
- d. Level of protection and date packed.
- e. Contract or purchase order number.

Markings on the shipping container shall be grouped into three distinct categories, identification markings, contract data markings and address markings.

Identification Markings:

- a. NSN/NATO stock number.
- b. CAGE code of the company awarded the contract, and part number of the item as specified in the contract.
- c. Quantity and unit of issue.
- d. Level of protection and date packed.
- e. Gross weight and cube.
- f. Item description or nomenclature.

PART 1 SECTION D (Cont'd)

PACKAGING

NSN: 3950-00-251-8013  
3950-00-262-0392  
NOMEN: 7 Ton Trestle  
5 Ton Trestle  
PRON: P30TAE01  
P30TAE02

Contract Data Marking:

The contract data marking placed under the identification markings, shall consist of the contract or purchase order number.

Address Markings:

The address markings placed to the right of the identification and contract data markings (if space is available) shall consist of the following information in the order shown.

- a. Control number or reference number (as a minimum, the Transportation Control Number (TCN) Shall be provided as the single standard shipment identification number)
- b. FROM MILITARY: Name and address of consignor (DOD Activity Address Code) and in the clear address if applicable.
- c. FROM CONTRACTOR: Name and address of the contractor (including nine-digit zip code). When supplies are shipped from a subcontractor, only the name and address of the company awarded the contract shall be used.
- d. TO: Name and address of consignee (DOD Activity Address Code (DODAAC) and in the clear Address if applicable.
- e. Piece number and total pieces (if more than one shipping container is used for the order).

In addition to the above information, the NSN/NATO stock number shall be bar coded on the unit packs and intermediate containers. The following shall be bar coded on the shipping container. All bar coding shall use the 3 of 9 format in accordance with ANSI MH10.8M.

NSN/NATO stock number.  
Contract or order number.  
CAGE code of the company awarded the contract.  
Contract Line Item Number (CLIN) if applicable.