

**Note: The offeror shall fill in only the unit price blocks.
All other spaces are for Government evaluation Purposes Only.**

**DAAE20-01-T-0110
Truck, Wheel Lift
Price Evaluation Sheet**

**NSN: 4910-00-554-5983
Truck, Wheel Lift**

Range	Ordering Period 1		Ordering Period 2		Ordering Period 3		Ordering Period 4		Ordering Period 5	
	Unit Price	Wgt.								
25 - 100		15%		10%		10%		10%		10%
101 - 250		25%		60%		60%		60%		60%
251 - 500		60%		30%		30%		30%		30%
Weighted Unit Price		100%								
Most Likely Quantity	290			240		225		225		225
Weighted Total Price										

Total Evaluated Price

The price evaluation methodology is as follows:

For each order period, proposed unit prices for each range will be multiplied by the assigned weight then added to obtain a weighted unit price. The assigned weight represents the estimated likelihood that an order will be made within that range for each given ordering period. For purposes of evaluation, the evaluated price will be calculated by multiplying the weighted unit price by the estimated most likely quantity for each pricing period. The total evaluated price is the sum of the evaluated prices for all pricing periods.

PART I – SECTION C - DESCRIPTION/SPECIFICATIONS

In addition to the Item Description, Drawing(s) and/or Specification(s) listed below, Preservation/Packaging/Packing and Inspection and Acceptance documents are contained elsewhere herein (Sections D & E respectively).

PRODUCT ENGINEERING REQUIREMENTS

The following Item Description, Drawing(s) and/or Specification(s) represent minimum Government requirements and are applicable to this Procurement.

NATIONAL STOCK NUMBER (NSN): 4910-00-554-5983

ITEM NOMENCLATURE: TRUCK, LIFT, WHEEL

DESCRIPTION: A manually operated mechanical or manually operated hydraulic Truck Wheel Lift for removing, installing, and transporting automotive-type tire and wheel assemblies. The Truck Wheel Lift shall have a load capacity of not less than 1500 pounds (lbs). The design, construction, inspection, and testing, of the Truck Wheel Lift shall be performed by the contractor in accordance with The American Society of Mechanical Engineers Safety Standard for Portable Automotive Lifting Devices, ASME PALD-1997.

PERFORMANCE AND PRODUCT CHARACTERISTICS: The Truck Wheel Lift shall be in accordance with ASME PALD - 1997 and the performance and product characteristic requirements listed below:

PERFORMANCE: The Truck Wheel lift shall include a lift mechanism for removal and installation of single and dual tire and wheel assemblies on a raised vehicle. The Truck Wheel Lift shall fully raise and lower the vertically positioned tire and wheel assembly in relation to floor level, smoothly, and without any interruptions or jerkiness, under fully loaded conditions. Means shall be provided to level and align the axial axis of the vertically positioned tire and wheel assembly with the axial axis of the vehicle axle when loaded with dual tires and wheels at a safety proof load of 150% of the rated capacity as specified in ASME PALD - 1997. Functional components of the Truck Wheel lift shall be capable of manual operation and controlled by one person. The operation of the Truck Wheel lift shall not result in damage to the tire and wheel assembly and the vehicle axle assembly. The axial axis of the tire and wheel assembly as positioned on a horizontal plane parallel to the plane of the floor shall be able to be inclined up two degrees and down two degrees from the horizontal plane. The level alignment and the inclination requirements are required to prevent damage to bearings and grease seals and to allow easy removal and installation of the tire and wheel assembly to the vehicle axle assembly. A means shall be provided to safely and easily maneuver the Truck Wheel Lift while transporting the specified tire and wheel assemblies.

CAPACITY: The Truck Wheel Lift shall have a load carrying and lifting capacity of not less than 1500 lbs. The Truck Wheel Lift shall be capable of removing, installing, and transporting both single and dual automotive tire and wheel assemblies in a tire range from 7.00 x 16 up to and including 14.00 x 24. The Truck Wheel lift shall be capable of raising , lowering, sustaining, and traversing a

PART I - SECTION C (cont'd)

safety proof load of 150% of the rated capacity as specified in ASME PALD - 1997, without damage, leakage, or permanent deformation.

PRODUCT CHARACTERISTICS: The design and construction of the Truck Wheel Lift shall be in accordance with ASME PALD - 1997 and the manufacturer's best commercial practice. The Truck Wheel Lift shall consist of, but not be limited to, the following component parts:

FRAME: The frame shall be made of metal capable of withstanding the load capacity and performance requirements as specified herein. The frame shall be capable of holding the specified tire and wheel assemblies in a stable upright position. The frame shall incorporate handles, located not less than 29 inches above floor level, to permit the operator to push and pull the Truck wheel lift when removing, installing, and transporting the tire and wheel assemblies.

CASTERS: The Truck Wheel Lift shall be provided with three (3) or four (4) load carrying casters at the option of the manufacturer. The two front (end opposite operator) casters shall be the rigid type. If four (4) load carrying casters are provided, the two back casters (operator end) shall be the swivel type. If three (3) load carrying casters are provided, the single back caster (operator end) shall be of the swivel type and located at the center of the frame. The load carrying casters shall be at least four (4) inches in diameter and shall provide free movement of the Truck Wheel lift in any direction while under the load conditions specified herein. Anti-friction bearings shall be provided in the caster swivels and wheels. Caster positioning shall support movement of the Truck Wheel lift and prevent over-balancing.

LIFTING ARMS: The Truck Wheel Lift shall be equipped with not less than two lifting arms, each with a minimum tire and wheel assembly supporting length of not less than 23 inches, exclusive of the frame or supporting members to the end of the lifting arms. Each arm shall provide at least 23 inches for tire tread surface contact support. The lifting arms and all components thereof shall be capable of withstanding, without damage, the load capacity specified herein. The lift arms shall be capable of lowering the 14.00 x 24 and 7.00 x 16 dual tire and wheel assemblies to floor level. The vertical distance, through which the lifting arms shall move the load from the floor level, shall not be less than 4.25 inches. The lifting arms shall be designed to facilitate free and easy rotation and positioning of the tire and wheel assembly prior to and during assembly to the vehicle. Needle or roller bearings shall be incorporated on the lifting arms to facilitate easy rotation of the tire and wheel assemblies.

LIFTING MECHANISM: The Truck Wheel Lift shall incorporate a manually operated mechanical or manually operated hydraulic lifting device, located at the rear of the lift, and shall be actuated by a lever or hand wheel which shall be easily accessible by the operator. The lifting mechanism shall possess a mechanical advantage which requires a physical force of not more than 50 lbs to raise and lower the lifting arms in the manner specified herein, while loaded to the capacity stated herein. The type of lifting mechanism shall be the option of the manufacturer. The lifting mechanism shall be capable of raising , lowering, and retaining a proof load of 150% of rated capacity, as stated in ASME-PALD 1997, at any height within the range specified herein. When loaded to the proof load capacity, the Truck Wheel lift shall be capable of withstanding ten (10) complete lifting and lowering cycles without damage or deformation, with the exception of the wheel lifting supports, which shall not deform permanently more than 0.03 inch in any direction at the support extremities.

PART I - SECTION C (cont'd)

HYDRAULIC LIFTING DEVICE: If a hydraulic mechanism is provided, it shall be capable of maintaining the load capacity (1500 lbs) specified herein at heights within the specified range for a period of not less than 30 minutes without leakage or a change in the height position in excess of 0.125 inch. The height position shall not exceed 0.021 inch for any five-minute interval. The hydraulic unit shall consist essentially of a power ram, pump reservoir, and valves. The reservoir shall be fitted with a filler plug or plugs. The hydraulic unit shall incorporate a control (release) valve. The release valve shall permit lowering and stopping of the lifting arms at any position along the descent and controllable to a rate of descent of one inch per minute. The release valve shall be mounted at a protected location or provided with a locking device to prevent accidental lowering of the lifting arms. The release valve shall be accessible and so located that the lowering of the lift shall not be hazardous to the operator. Only hydraulic fluid specified by the manufacturer shall be used in the hydraulic unit. All seals used in the hydraulic unit shall be compatible with the hydraulic fluid specified by the manufacturer.

WHEEL RETAINING DEVICE: The Truck wheel Lift shall incorporate a wheel retaining device capable of securely holding the tire and wheel assemblies in an upright position and preventing the tire and wheel assembly from falling off the Truck Wheel lift during its functions as specified herein.

INFORMATION PLATE: An information plate shall be firmly attached to the Truck Wheel Lift in accordance with the manufacturer's standard commercial practice and shall include, but not be limited to the following information:

- Nomenclature
- National Stock number (NSN)
- Manufacturer's Name
- Manufacturer's Model Number
- Manufacturer's Serial Number (if applicable)
- Contract number
- Load Capacity
- Type of hydraulic fluid to be used (if hydraulic mechanism is provided)
- Safe Operating Instructions

PAINTING AND FINISHING: Painting and finishing of the Truck Wheel Lift shall be in accordance with the contractor's standard commercial practice.

CONTRACTOR CERTIFICATION: The contractor shall provide certification and warranty that the contractor's 1500lb capacity Truck Wheel Lift has been designed, constructed, inspected, and tested in accordance with the American Society of Mechanical Engineers Safety Standard for Portable Automotive Lifting Devices, ASME PALD-1997, and meets or exceeds all of the general requirements and wheel dolly requirements as specified in the above Product Engineering Requirements and in ASME PALD-1997. Failure of the contractor to provide this certification and warranty shall be cause for rejection.

PART I - SECTION C (cont'd)

INSPECTION AND TESTING: The Government reserves the right to conduct inspection and performance testing of the contractor's 1500lb capacity Truck Wheel Lift in accordance with the wheel dolly requirements as specified in the above Product Engineering Requirements and in the American Society of Mechanical Engineers Safety Standard for Portable Automotive Lifting Devices, ASME PALD-1997.

PART I – SECTION C – DESCRIPTION/SPECIFICATIONS

QUALITY ENGINEERING REQUIREMENTS

The following Item, Description, and Documents are applicable to this procurement with the Additions and Exceptions noted:

ITEM: TRUCK, WHEEL, LIFT

DESCRIPTION: As described in the Product Engineering Requirements, Part I – Section C-Description/Specifications, including all additions and exceptions.

APPLICABLE DOCUMENTS:

ASME PALD –1997 and the performance and product characteristic requirements listed in Product Engineering Requirements, Part I – Section C.

ADDITIONS AND EXCEPTIONS:

1. The production items shall be inspected to determined compliance with the above Description and Applicable Documents.

PART 1 SECTION D

PACKAGING

NSN: 4910-00-554-5983
NOMEN: TRUCK, WHEEL, LIFT
PRON: P11TA1X1

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.

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.

PART 1 SECTION D (Cont'd)

PACKAGING

NSN: 4910-00-554-5983
NOMEN: TRUCK, WHEEL, LIFT
PRON: P11TA1X1

- c. Quantity and unit of issue.
- d. Level of protection and date packed.
- e. Gross weight and cube.
- f. Item description or nomenclature.

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.

52.212-1 Instructions to Offerors--Commercial Items.

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

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

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

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

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

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

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; except 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, PMR 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) 697-2667/2179
Facsimile (215) 697-1462.

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on

the cover page of its offer, the annotation 'DUNS' followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

65 FR 46058, July 26, 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) 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).

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

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

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

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

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

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

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

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 1 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. 223 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of clause)