

Pricing Evaluation Summary

CLIN 0001

4 Ton Hydraulic Jack

NSN: 4910-00-516-5806

Range	Period 1 Unit Price	Wgt.	Period 2 Unit Price	Wgt.	Period 3 Unit Price	Wgt.	Period 4 Unit Price	Wgt.
100-149		5%		5%		5%		5%
150-199		5%		5%		5%		5%
200-249		5%		10%		10%		10%
250-299		5%		80%		80%		80%
400		80%						

CLIN 0002

10 Ton Hydraulic Jack

NSN: 4910-00-289-7233

Range	Period 1 Unit Price	Wgt.	Period 2 Unit Price	Wgt.	Period 3 Unit Price	Wgt.	Period 4 Unit Price	Wgt.
200-249		35%		85%		85%		85%
250-324		10%		5%		5%		5%
325-399		5%		5%		5%		5%
400-469		5%		5%		5%		5%
471		45%						

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.

BATTLEFIELD MAINTENANCE ENGINEERING
DESCRIPTION FOR PURCHASE
No. 391, 14 Dec 2000
DOLLY FLOOR JACKS
FOR AUTOMOTIVE SERVICE APPLICATION
4 TON and 10 TON RATED CAPACITIES

1 ABSTRACT. This Description for Purchase describes the performance and design characteristics, required by the Government, of commercially available, manually operated, hydraulically powered, full chassis length, dolly floor jacks of 4 ton and 10 ton rated capacities used in automotive service applications. Air assisted jacks, short chassis jacks, end lifts, transmission lifts, bottle jacks and other lifting devices not meeting the requirements herein are not included in this document.

1.1 Market acceptability criteria. Jacks offered under this Purchase Description shall have been in production under the same basic design for the last 3 consecutive years and shall have been sold through a customary distributor network to professional automotive maintenance customers on a competitive basis with other manufacturer's jacks of similar design and intended market niche. The supplier to the Government shall demonstrate that the offered product is supported with adequate spare parts, commercial operation and maintenance manuals, and established repair facilities based in a broad geographic pattern for national and international support with experience at servicing and repairing the specific offered product.

2 REFERENCED DOCUMENTS.

2.1 American Society of Mechanical Engineers Safety Standard for Portable Automotive Lifting Devices, PALD 1997 with addendum 2000a Chapter 10, entitled "Service Jacks". Copies of ASME/ANSI PALD 10 can be obtained from the American Society of Mechanical Engineers, 345 East 47th Street, New York, NY 10017. The ASME maintains an internet web site at URL www.asme.org <<http://www.asme.org>>.

2.2 Military Specification MIL-DTL-17111C, Fluid, Power Transmission, dated 21 JAN 1998. Copies of MIL-DTL-17111 can be obtained from the Defense Logistics Agency web site at URL www.dsp.dla.mil <<http://www.dsp.dla.mil>>. Select "specs and stds" from the menu list on the left side. Select "assist - quick search" from the text in the window. Type in 17111 in the space for the document number. When the information is returned, read the instructions at the top of the page and then click on the icon that will retrieve the digital image of the document. Information will be returned that includes bibliographic data and an icon to retrieve the image. The file will be presented on screen in Portable Document File (.pdf) format, which is read with an Adobe Acrobat reader. A copy of the reader can be obtained as a free download from the internet. A connection to the Acrobat download site is available at this point on the Government's web site. The specification service is free but users of it may be required to complete an online registration form to gain access.

3 SALIENT CHARACTERISTICS.

3.1 Completeness. When the Government solicits for jacks under this document it is the intent of the Government to acquire completely assembled and readily usable jacks. It is the bidder's and contractor's responsibility to bring to the attention of the Government's Contracting Officer such incompatibilities or omissions of equipment that would seem incongruous or prevent the jacks from being fully functional when received by the end user. It is permissible to ship the jacks with the pump handles detached and packed in the same container as the jacks to reduce the volume of the shipping containers.

3.2 Design. Jacks supplied shall have two speed hydraulic units utilizing a combination of pistons and valves that provide for raising the saddle rapidly to contact the load. The pump unit shall then automatically change the mechanical advantage to provide for raising the load after contact without having to change the length of the pump lever arm to change the mechanical advantage. The jacks offered to the government shall meet all of the requirements of the American Society of Mechanical Engineers Safety Standard for Portable Automotive Lifting Devices, PALD 1997 with addendum 2000a Chapter 10, entitled "Service Jacks" and all further requirements set forth in this purchase description. In the event of a perceived conflict between the PALD standard and this document, this document shall take precedence.

3.3 Product requirements. The following product requirements are in addition to those that may be mentioned in ANSI/ASME PALD 10.

3.3.1 Chassis length. The full length of the 4-ton rated chassis shall be not less than 47 inches, excluding the handle. The full length of the 10-ton rated chassis shall be not less than 50 inches, excluding the handle.

3.3.2 Lifting distance. The 4-ton jack shall be capable of lifting the full rated load from its lowest position, at no higher than 5-1/2 inches, to its highest position, at no lower than 21 inches. The 10-ton jack shall be capable of lifting the full rated load from its lowest position, at no higher than 6-1/2 inches, to its highest position, at no lower than 21 inches.

3.3.3 Force on handle. The 4-ton load shall be lifted from the lowest position to the highest position with no more than 160 pounds of force applied at the "T" on the handle. The 10-ton load shall be lifted from the lowest position to the highest position with no more than 180 pounds of force applied at the "T" on the handle.

3.3.4 Handle design. The pump handle for both sizes of jack shall be no more than 54 inches long from the pivot point to the "T" on the end of the handle. A "T" on the handle is required.

3.3.5 Saddle. The saddle for both sizes of jack shall have an area not less than 38.48 square inches as measured from the silhouette seen from above the saddle.

3.3.6 Hydraulic fluid. Only hydraulic fluid and seals compatible with MIL-DTL-17111 hydraulic fluids shall be utilized in the jacks.

3.3.7 Overload bypass valve. The jack shall incorporate a hydraulically activated overload protection system which is separate in design and operation from the load release system, is not externally adjustable by the user and which is located in the pump side of the hydraulic circuit such that it shall bypass hydraulic fluid from the pump to the reservoir when experiencing an overload on the saddle. The valve shall be adjusted to operate at a load between 100% of the jack's rated load and 115% of the jack's rated load.

3.3.8 Load release system. The hydraulic unit shall incorporate a manually activated and controlled hydraulic release system to permit controlled lowering and complete stopping, at any position of the saddle, when the saddle is either fully loaded or completely unloaded, throughout the entire range of saddle travel. The load release system shall control the saddle's overall rate of descent to one foot per minute or slower throughout the full range of saddle travel, without stopping, while under full rated load. The release system shall be controlled at the "T" or cross end of the handle.

3.3.9 Hydraulic bypass system. The hydraulic system shall incorporate a hydraulic fluid bypass to prevent over travel of the lifting member after reaching its highest raised position. Unlimited buildup of hydraulic pressure, after reaching the point of highest rise, will not be acceptable.

3.4 Manuals and operating instructions. Commercial manuals and operating instructions shall be provided with each jack furnished. The manuals and instructions shall be written in American English dialect and shall be printed in a clean and legible manner. The literature shall include setup, operation, maintenance and repair information, addresses of dealer/distributors who do repair work, and a list of replaceable parts with part numbers.

3.5 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 virgin materials originally selected for use. Use of reclaimed parts as is or rebuilt from scrap or other used equipment is not permitted.

4 Product verification. Design proof testing and quality control of characteristics resulting from manufacturing processes are covered in ASME/ANSI PALD 10. The manufacturer shall provide written certification to verify that programs to ensure the required performance and quality as specified in PALD 10 and this Description for Purchase are in place in the manufacturing environment for the products delivered in

accordance with this document. The Government reserves the right to perform any or all of the product verification procedures at any time and at any location it so chooses to assure continuous compliance with all requirements.

PART 1 SECTION D

PACKAGING

NSN: 4910-00-516-5806 (4 TON)
4910-00-289-7233 (10 TON)

NOMEN: Jack, Dolly Type, Hydraulic, Automotive Service 4 Ton & 10 Ton

Start No's T40TAD02 (4 ton jack)
T40TAD01 (10 ton jack)

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.

"Each box constructed, with blocking and bracing, shall be strong enough to support the weight of three other fully loaded boxes imposed on top of it without fracturing, leaning, tipping over, sagging or separation of joints. For testing purposes a demonstration of supporting the weight for a period of one hour shall be considered as evidence that the box is adequately designed for bearing load. The boxes shall accommodate warehouse stacking, with forklift capabilities, at least four boxes high, with no sagging or tilting in any direction, and shall endure frequent moving and restacking without deterioration of the structural integrity of the boxes. For testing purposes stacking and restacking the boxes a total of five times shall provide evidence of adequate durability for handling."

If the items are packaged in more than one box the boxes shall be marked ie., 1 of 3, 2 of 3, 3 of 3 etc.

PART 1 SECTION D (Cont'd)

PACKAGING

NSN: 4910-00-516-5806 (4 ton jack)
4910-00-289-7233 (10 ton jack)

NOMEN: Jack, Dolly Type, Hydraulic, Automotive Service, 4 ton and 10 ton

Start No's T40TAD02 (4 ton jack)
T40TAD01 (10 ton jack)

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.

Contract Data Marking:

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

PART 1 SECTION D (Cont'd)

PACKAGING

NSN: 4910-00-516-5806 (4 ton jack)
4910-00-289-7233 (10 ton jack)

NOMEN: Jack, Dolly Type, Hydraulic, Automotive Service, 4 Ton & 10 Ton

Start No's T40TAD02 (4 ton jack)
T40TAD01 (10 ton jack)

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, 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) 697-2667/2179
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; 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.

(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)