VULKAN®
Blast Shot Technology
DIVISION OF VULKAN HAREX STEELFIBER (NORTH AMERICA) INC.

June 19, 2006

BY E-MAIL: shirley.t.wooten@us.army.mil

DOC – ANNISTON ARMY DEPOT
Directorate of Contracting
7 Frankford Avenue
Anniston, Alabama
USA 36201-4199

Attention: Shirley T. Wooten

RE: SOLICITATION NUMBER W911KF-06-Q-0143

We are pleased to submit our quotation for the above captioned RFQ. This quotation covers our stainless steel grit, **GRITTAL® Medium GM50**.

In addition to the completed Solicitation/Contract/Order of Commercial Items document (pages 1 thru 49), we are including the following with our bid:

a) Full Product Disclosure Listing (Works Test Certificate) – page 50
b) Material Safety Data Sheet (MSDS) – pages 51 thru 54
c) Past Performance Evaluation– page 55

Should you have any questions or require further information, please do not hesitate to contact our office at 1-800-263-7674.

Yours truly,

VULKAN HAREX STEELFIBER (NORTH AMERICA) INC.

Jennifer Warren
Office Manager

P.O. Box 2052
10 Plant Farm Blvd., Unit 2
Brantford, Ontario, Canada
N3T 5W5

www.vulkanshot.com

Tel: (519) 753-2226
Fax: (519) 759-8472
Toll Free Canada & USA 1-800-263-7674
e-mail: vulkan@vulkanshot.com

Have a Blast With Us!

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: W31G1Y60671018

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W911KF-06-Q-0143	31-May-2006

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	SHIRLEY T. WOOTEN	256 235-4121	10:00 AM 21 Jun 2006

9. ISSUED BY — CODE DAAE24

DOC-ANNISTON ARMY DEPOT
DIRECTORATE OF CONTRACTING
7 FRANKFORD AVENUE
ANNISTON AL 36201-4199

TEL:
FAX: 256-235-4618

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS: 327910
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/OFFEROR — CODE

Vulkan Harex Steelfiber (North America) Inc.
o/a Vulkan Blast Shot Technology
10 Plant Farm Blvd., Unit 2
P.O. Box 2052
Brantford, Ontario
Canada N3T 5W5

CAGE CODE 0W8G0
DUNS #249503251
FACILITY CODE
TEL. 800-263-7674

18a. PAYMENT WILL BE MADE BY — CODE

- [ ] 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
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] 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 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

JWarren

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
JENNIFER WARREN
OFFICE MANAGER

30c. DATE SIGNED
JUNE 19, 2006

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

TEL: EMAIL:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

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 REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

SOLICITATION NOTES

SPECIAL NOTES TO ALL VENDORS: PLEASE READ THE FOLLOWING COMMENTS.

NOTE 1: ALL OFFERS ARE TO BE SUBMITTED BY E-MAIL TO shirley.t.wooten@us.army.mil OR ELECTRONIC FAX. OFFER NOT RECEIVED IN ITS ENTIRETY BY THE SPECIFIED TIME (HOUR) WILL BE CONSIDERED NON-RESPONSIVE. THIS INSTALLATION HAS ONLY ONE FAX NUMBER FOR ELECTRONIC OFFERS. OFFERORS THAT WAIT UNTIL LAST MINUTE TO SUBMIT OFFERS DO SO AT THEIR OWN RISK BECAUSE NUMEROUS FAXED DOCUMENTS BEING RECEIVED MAY DELAY RECEIPT OF YOUR OFFER.

NOTE 2: QUOTE MUST BE SUBMITTED ON STANDARD FORM 1449. QUOTERS THAT FAIL TO FURNISH REQUIRED REPRESENTATIONS OR INFORMATION, OR REJECTS THE TERMS AND CONDITIONS OF THE REQUEST FOR QUOTE MAY BE EXCLUDED FROM CONSIDERATION.

NOTE 3: IT IS YOUR RESPONSIBILITY TO FURNISH ALL INFORMATION REQUESTED. WE WILL NOT CONFIRM INFORMATION BY TELEPHONE. IF YOU DO NOT FULLY RESPOND (SUCH AS PRICE, DELIVERY DATE) TO THE REQUEST FOR QUOTATION, YOU WILL BE DETERMINED NON-RESPONSIVE.

NOTE 4: VENDOR MUST SEND SAMPLES TO:

DIRECTORATE OF CONTRACTING
ATTN: SHIRLEY WOOTEN
7 FRANKFORD AVE
ANNISTON, AL 36201

NOTE 5: VENDOR MUST ACCEPT GOVERNMENTAL SMART PAY VISA CREDIT CARD OR PROVIDE THEIR ELECTRONIC FUNDS TRANSFER ADDRESS. CONTRACTORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION PROGRAM BEFORE **AND** AWARD WILL BE ISSUED.

COMPLETE THE FOLLOWING INFORMATION:

ACCEPT VISA_____**YES**__X__**NO**

IF NO: EFT ADDRESS: Contract will be endorsed by Canadian Commercial Corporation, where remittances will be made to.

FEDERAL TAX IDENTIFICATION NO: 98-0187350

DUN & BRADSTREET NUMBER: 249503251

CAGE CODE: 0W8G0

CENTRAL CONTRACTOR REGISTRY:__X__**YES**_____**NO**

FAX# 519-759-8472

VENDOR POC & PHONE NUMBER: Joan Sharp or Jennifer Warren 800-263-7674

NOTE 5:

Please review the accuracy of your central contractor registration (CCR) information. The Department of Defense began using a new reporting system in fiscal year 2005. The system will automatically pull information from the CCR. It is imperative that the information for your company is correctly recorded. Awarding of a contract to a particular company could be impacted by the information found at the CCR.

EPA GUIDE LINES

Paper and Paper Products • Printing and writing paper • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers	**Transportation Products** • Channelizers • Delineators[1] • Flexible delineators • Parking stops • Traffic barricades • Traffic cones
Vehicular Products • Engine coolants • Re-refined lubricating oils • Retread tires	**Landscaping Products** • Garden and soaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber)
Construction Products • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces	**Non-Paper Office Products** • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons • Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders
Miscellaneous Products	**Park and Recreation Products**

• Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap	• Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels – www.epa.gov/cpg.

CONTRACTOR REQUEST FOR WAIVER

Contractor Request for Waiver
For Non-EPA Comprehensive Guideline Items[1]

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guidelines item(s)[1] not procured, check the appropriate justification(s), provide a written explanation and sign and date the form.
2. Obtain Contracting Officer for waiver concurrence.
3. Submit the original approved form to the Directorate of Contract and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below (refer to EPA Guideline Items[1] list):

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items[1] were not obtained because items:

_____ Do not meet all reasonable performance specifications.

_____ Are not available within a reasonable period of time.

_____ Use of minimum content standards would result in inadequate competition.

_____ Products containing recovered materials would require paying a price premium.

5. Written Justification For Not Purchasing EPA Guideline Items[1] (continue on back if necessary):

_____

Contractor Signature Date

6. CONCURRENCE _____ DATE _____
Contracting Officer

7. DATE SUBMITTED TO THE POLLUTION PREVENTION MANAGER _____ ([1] – Also referred to as recovered material content items)

EVIDENCE OF AUTHORITY

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, JOAN S. SHARP, Secretary of VULKAN HAREX STEELFIBER (NORTH AMERICA) INC., a corporation created and organized under the law of CANADA, do hereby certify that JENNIFER WARREN is an official/agent of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation, subject to the following limitations:

NONE. (if none, so state)

Witness my hand and the corporate seal of said corporation this 19TH day of JUNE, 2006.

(CORPORATE SEAL)

Joan Sharp
Secretary

When Contractor is a Partnership, Unincorporated Firm or a Corporation, for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____

_____, a partnership/unincorporated firm doing business

at_____,

do hereby certify that _____ is a _____

of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/

unincorporated firm.

Witness our signatures, this _____ day of _____, 20____.

Members of Partnership/Unincorporated Firm:

_____ _____

_____ _____

AFFIRMITIVE PROC REPORTING

CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS FOR EPA DESIGNATED ITEMS (PER EXECUTIVE ORDER 13101)

CONTRACTOR: _____

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/ delivery order that met or exceeded the minimum materials content levels (see 2nd column in table below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "**N/A**" for those item/s not used in the performance of this contract/delivery order.
4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
5. Submit to the Contracting Officer at the completion of the contract.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Rock Wool Insulation	75%			
Fiberglass Insulation	20-25%			
Cellulose loose fill/Spray-on Insulation	75%			
Perlite Composition Board Insulation	23%			
Plastic Rigid Foam Insulation	9%			
Plastic Foam In Place Insulation	5%			
Plastic Foam, Glass Fiber Reinforced Insulation	6%			
Phenolic Rigid Foam Insulation	5%			
Structural Fiber Board	80-100%			
Laminated Paper Board	100%			
Cement/Concrete (FLYASH)	See www.epa.gov/cpg			
High Fly Ash Flowable Fills	95%			
Low Fly Ash Content Flowable Fill	6-14%			
Carpet (PET)	25-100%			
Bonded polyurethane Carpet Cushion	15-50%			
Jute Carpet Cushion	40%			
Synthetic fibers Carpet Cushion	100%			
Rubber Carpet Cushion	60-90%			
Rubber Plastic Patio Blocks	90-100%			
Rubber or Plastic Floor Tile	90-100%			
Steel Restroom Divider/Partition	15%			
Plastic Restroom Divider/Partition	20-100%			
Concrete Railroad Crossing	15-20%			
Rubber Railroad Crossing	85-95%			
Steel Railroad Crossing	25-30% BOF/100%EAF2			
Traffic cones made from PVC, LDPE, crumb Rubber	50-100%			
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%			
Channelizers, Plastic	25-95%			
Channelizers, rubber base	100%			
Delineators, plastic	25-90%			
Delineators, rubber base	100%			
Delineators, steel base	25-50%			
Flexible plastic delineators	25-85%			
Parking Stops, Plastic or Rubber	100%			
Parking Stops, Concrete containing coal fly ash	20-40%			
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%			
Playground Surfaces, including rubber or	90-100%			

RECYCLED OR RECOVERED PRODUCT		TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
plastic					
Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier		90-100%			
Running Tracks. Including rubber or plastic		90-100%			
Plastic Park benches and Picnic Tables		100%			
Plastic composite Park benches and Picnic Tables		100%			
Aluminum Park benches and Picnic Tables		25%			
Concrete Park benches and Picnic Tables		15-40%			
Steel Park benches and Picnic Tables		25-30% BOF/100%EAF			
Plastics Playground Equipment		100%			
Plastic Composites Playground Equipment		95-100%			
Steel Playground Equipment		25-30% BOF/100% EAF			
Aluminum Playground Equipment		25%			
Garden hose, rubber or plastic		60-65% post consumer materials			
Soaker hose, rubber or plastic		60-70% post consumer materials			
Lawn/garden edging, plastic or rubber		30-100%			
Paper-based hydraulic mulch		100%			
Wood-based hydraulic mulch		100%			
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste		100%			
HDPE lumber timbers and posts		75-100%			
Mixed plastics/Sawdust lumber timbers and posts		100%			
HDPE/Fiberglass lumber timbers and posts		95%			
Other mixed resins lumber timers and posts		95-100%			
Latex Paint; white, off-white or pastel colors		20%			
Latex Paint; gray, brown, earth-tones, other dark colors		50-99%			
Consolidated Latex Paint (when color and performance doesn't matter)		100%			
Plastic Non-road Signs		80-100%			
Aluminum Signs		25%			
Plastic Sign Posts and Supports		80-100%			
Steel Sign Posts and Supports		25-30% BOF/100%EAF			
Awards and Plaques	Glass	75-100			
	Wood	100%			
	Paper	40-100			

RECYCLED OR RECOVERED PRODUCT		TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
	Plastic and Plastic/ Wood Composite	50-100			

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i. e., available from two or more sources) or is not available a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications to fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.

_____ _____

CONTRACTOR DATE

STATEMENT OF WORK

16 May 06

STATEMENT OF WORK for Stainless Steel Grit

1. Stainless steel grit for use in the walk-in manual blast booth shall meet or exceed the following specifications:

GRIT, ANGULAR, STAINLESS STEEL, CHROMIUM ALLOY

Item Description: Grit shall be manufactured from corrosion resisting material and conform to the chemical analysis: C – 1.5-2.5 %, Cr – 28-32 %, Si - <2.0 %, Mn - <2.0 %, and Ni - <0.2 %. Grit shall be at least 95% angular in shape with no more than 5% irregularities. Grit size shall be 0.023 – 0.039 inch nominal diameter with a sieve analysis in which a maximum of 5% shall be retained on a 0.039 inch sieve and 90 % minimum shall be retained on a 0.023 inch sieve. Microstructure of the grit shall be martensit with chromium carbides and have a work hardness of at least 750 HV or 62 HRC. Density of the grit shall be between 230 lbs/ft^3 and 235 lbs/ft^3.

2. Each company that bids on this solicitation shall send a 5 lb. sample of product that adheres to the above mentioned specifications directly to the ANAD Contracting Office. See note 5 on Special Notes, page 3.

3. Packaging: Grit shall be packaged in accordance with supplier's commercial practice in a manner to assure protection against damage from the supply source to the using activity. Unless otherwise specified, grit shall be packaged in fifty-five pound bags, 20 bags per pallet, for a total of 1,100 pounds per pallet maximum. Shipping containers shall comply with the Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

4. Delivery: The quantity, over the life of the estimated 4 to 6 month trial period, shall be for an estimated 150,000 pounds. The initial order of grit shall be for 44,000 pounds with delivery to be 14 calendar days after contract has been awarded. The remaining balance of the 150,000 pound estimated usage will be procured via this order. Each order will be for 20,000 pounds and will be delivered 7 calendar days after notification by Anniston Army Depot, Contract Specialist, Shirley Wooten.

5. The company that is awarded this bid shall send a company representative familiar with the product, the product's use, air blasting equipment, and booth set-up to Anniston prior to the initial delivery and also for the initial delivery of the product. This company representative shall be available to ANAD, as needed, during the trial period and for subsequent deliveries of product. This is to ensure that ANAD gets the most efficient use of the product as possible with its current facilities.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GRIT BLAST MED FFP STAINLESS STEEL GRIT BLAST MEDIA IN ACCORDANCE WITH STATEMENT OF WORK. FOB: Destination NSN: 535000X550064 PURCHASE REQUEST NUMBER: W31G1Y60671018	150,000	Pound	$2.04	$306,000.00
				NET AMT	$306,000.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.223-4	Recovered Material Certification	OCT 1997
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7013	Duty-Free Entry	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

52.0000-4200 PLACE AND METHOD OF DELIVERY

All methods of shipment, except rail, will be made to the following address:

ANNISTON ARMY DEPOT
CENTRAL RECEIVING POINT (CRP) BUILDING 513
7 FRANKFORD AVE
ANNISTON, AL 36201-4199

MARKED FOR: CRP – BLDG 513
W911KF-06-

Rail Shipments:

TRANSPORTATION OFFICER
ANNISTON ARMY DEPOT
BYNUM, AL 36253

MARKED FOR: W911KF-06-

(End of clause) September 2005

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:
HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:
HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:
The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:
E-Mail bids/proposals will be directed to acqnet@anad.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:
On-line submission of bids/proposals is via our "**Vendor Response Module.**" This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at http://www.procnet.anad.army.mil/, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:
a. The SF33/SF1449/SF18/SF1442 filled out and signed.
b. All applicable fill-in provisions from the solicitation must be completed.
c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

52.0000-4708 PAST PERFORMANCE PROPOSAL AND EVALUATION INFORMATION

1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.

2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past three (3) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past three (3) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past three (3) years.

3. For each contract, provide:

a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.

b. Name of contracting activity/commercial firm.

c. Contract Number.

d. Contract type (fixed price or cost reimbursable).

e. Total contract value.

f. Description of work/NSN, Part Number, Nomenclature.

g. Contracting officer/contract manager, telephone number, and email address.

h. Administrative contracting officer, if different from g. above, telephone number, and email address.

i. A brief summary of work performed under each contract cited.

j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.

k. Information on problems encountered on the contract and actions taken to correct problems identified.

4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor.

5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.

6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.

a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.

b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.

7. The government reserves the right to consider information from other sources in its evaluation.

8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

(End of provision) Updated August 2003

52.000-4802 NOTICE OF F.O.B. DESTINATION

All offers on this solicitation are requested on an F.O.B. Destination basis.

52.000-4905 RECEIVING HOURS

a. Receiving hours for deliveries to the Receiving Area (see paragraph b):

DAYS PER WEEK	HOURS
Monday – Friday	7:00 a.m. - 12:00 p.m. and 12:40 p.m. - 2:00 p.m.

b. Normal Depot working hours are as follows:

DAYS PER WEEK	HOURS
Monday – Thursday	7:00 a.m. - 12:00 p.m. and 12:30 p.m. - 4:30 p.m.
Every Other Friday	7:00 a.m. - 12:00 p.m. and 12:30 p.m. - 3:30 p.m.

c. Anniston Army Depot will be closed Saturdays, Sundays, Federal Holidays, and every other Friday.

d. Details of this order/contract should not be discussed with anyone other than the Contract Administrator whose name and telephone number are shown in the ADMINISTERED BY block of the order/contract. Should you receive any inquiry(ies) from any source other than as indicated above, we would appreciate you contacting us in writing or by telephoning the appropriate administrator at Anniston Army Depot.

e. If the purchase/contract/delivery order number is not noted on the shipping document or marked clearly on the box/package, it will be REJECTED.

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:
10 Percent increase
10 Percent decrease
This increase or decrease shall apply to total order qty.

(End of clause)

52.211-4202 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of

award, rather than the date the written notice of award is received from the Contracting Officer. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004

52.211-4202 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.		QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT	
0001	1st delivery	44,000	14	calendar days
0001	2nd delivery	20,000	7	calendar days
0001	3rd delivery	20,000	7	calendar days
0001	4th delivery	20,000	7	calendar days
0001	5th delivery	20,000	7	calendar days
0001	6th delivery	20,000	7	calendar days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.		QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT
0001	1st delivery	44,000	5-6 weeks after award of contract

0001	2nd delivery	20,000	7 business days after notification
0001	3rd delivery	20,000	7 business days after notification
0001	4th delivery	20,000	7 business days after notification
0001	5th delivery	20,000	7 business days after notification
0001	6th delivery	20,000	7 business days after notification

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (http://assist.daps.dla.mil).

(ii) Quick Search (http://assist.daps.dla.mil/quicksearch).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) 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 all offers exceeding $25,000, and offers of $25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO FAR 52.212-1
INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

1. Complete and return (electronically) one entire copy of solicitation package.
2. Submit Firm Fixed Prices in Schedule of Supplies/Services.
3. Review required delivery schedules in clauses entitled “Time of Delivery” and consider giving expedited delivery schedule.

4. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items" or ensure the Representations and Certifications are completed in on-line Representations and Certifications Applications. http://orca.bpn.gov.
5. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."
6. Telegraphic and telephonic offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.
7. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.
8. Provide technical literature as described in clause entitled "Technical Literature." As part of the package please submit the following:

(a) The vendor shall state at time of quotation either "EXCEPTION" or "NO EXCEPTION" to each and every paragraph of the SPECIFICATIONS AND SCOPE OF WORK. Where exception is taken, the degree of noncompliance shall be fully explained. The bid shall clearly indicate any exceptions to, or alternatives to, every part of this specification. Bids shall be arranged similar to this specification and shall reference paragraph numbers for ease of analysis and discussion, if the Government determines discussion to be necessary.

(b) Proposals shall include catalogue pictures, drawings, literature, specifications, installation data and additional information, as applicable, to completely describe the system and its controls, instrumentation, performance, installation, warranty details and training procedures proposed to meet the requirements of this specification.

(c) The proposal shall state detailed space requirements for equipment.

(d) If this specification leaves out any requirements or component parts that would cause the total system to not function properly, manufacturer shall provide such items. If special tools or tooling are required to operate the system, manufacturer shall provide such tools or tooling.

(e) As part of the bid package, manufacturer shall provide a description of all utilities (air, electric, etc.) required for the proper operation of the system. This list shall describe the total system requirements as well as break out of the requirements of the significant components.

(f) As part of the bid package, manufacturer / supplier shall provide a description of all utilities (air, electric, etc.) required during the installation of the system.

9. Furnish copy of Warranty with quotation.

10. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

ADDENDUM TO 52.212-1c is changed as follows:
Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.

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. All offers will be evaluated by a technical team. The technical team will evaluate the technical portion of the proposal as a meet not met evaluation. All technical evaluation factors shall be met as a minimum.

2. Delivery is slightly more important than price. Technical and delivery, when combined, are slightly more important than price.

3. If there is a company that meets all technical aspects and can meet our delivery requirements, the award can be made without discussions.

(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 clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled 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) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(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 the 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:----------98-0187350----------

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the 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);

X Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(5) Common parent.

X 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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

_____

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

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, (X) 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 designated industry groups (DIGs).) Offeror represents as follows:

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

_X_ 50 or fewer ___ $1 million or less

___ 51 - 100 ___ $1,000,001 - $2 million

___ 101 - 250 ___ $2,000,001 - $3.5 million

___ 251 - 500 ___ $3,500,001 - $5 million

___ 501 - 750 _X_ $5,000,001 - $10 million

___ 751 - 1,000 ___ $10,000,001 - $17 million

___ Over 1,000 ___ Over $17 million

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

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

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

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

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

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

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

____Black American.

____Hispanic American.

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

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

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

____Individual/concern, other than one of the preceding.

(d) Certifications and 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 and

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

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

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 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 and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:---------0001----------
Country of Origin:-----Germany----------

(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 -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore, 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) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I *(Jan 2004)*. 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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:
Line Item No.:
_____
[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II *(Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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 or designated 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 or designated 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 covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

---

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

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

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

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine 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 or 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. (1) 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--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

(vi) Terms of any discount for prompt payment offered;

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

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic
Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. 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.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

ADDENDUM TO

52.212-4(o) is changed as follows:

Delete: "The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract."

Add: The Contractor shall offer the Government at least the same warranty terms, including extended warranties, offered to the general public in customary commercial practice. The warranty, as a minimum, shall include all parts, labor, freight associated with coverage, travel expense, per diem, lodging, and all other cost associated with repair of equipment. The contractor shall be responsible for a one year warranty for all repair of equipment, materials, and services delivered in accordance with this contract. Should any breakdown occur or should any repair be required, the Contractor shall have a field service representative at the machine site ready to make any repairs within 48 hours after notification of a problem. The warranty shall cover all expenses incurred by the contractor as a result of the representative's visit. All defective parts or parts requiring repair shall be replaced at no additional cost to the government for the duration of the one year warranty period.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

X___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

X___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (APR 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (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 Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(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) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.214-4804 EVALUATION CRITERIA (OCT 1993)

Award will be made to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, considering price and price related factors.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the

Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave
Anniston, AL 36201-4199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.246-4001 PACKAGING (OCT 1993)

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's “off-the-shelf” or “over-the-counter” packaging providing:
(1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
(2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
(3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
(4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
(5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
(6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the “Ship To” portion of this order.
(7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

52.246-4002 MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:
a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.

b. Noun.
c. Quantity, unit, and unit of issue.
d. Contract, Purchase Order, or Delivery Order number.
e. _____ This is a Property Book Item.
If e. above is checked, add to marking on packing list. Receiving: Notify Property Book Office at Ext. 6270.
NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov
http://farsite.hill.af.mil
http://www.procnet.anad.army.mil
(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov
http://farsite.hill.af.mil
http://www.procnet.anad.army.mil
(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/UID/equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid--types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is $5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than $5,000:

Contract line, subline, or exhibit line item No.	Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -----.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at http://www.acq.osd.mil/dpap/UID/guides.htm; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number.**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/UID/DataSubmission.htm.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(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 means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

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

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

X____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

X____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

X____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

X____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

X____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

X____ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

X____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

X____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (_X___Alternate III (May 2002).

X____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Test Report 2.2
DIN 50 049 - EN 10 204

VULKAN

Costumer:	Anniston Army Depot	Date:	13.06.2006	
		Test Report No.:		
		Order No.:		
		Batch No.:	Sample GM	2,5 kg

Description of grit media:		**GRITTAL GM, high chromium alloy grit**		
Microstructure:		δ-Ferrit with Chromium Carbides		
Grade:	**GM 50**	Quantity:	2,5 Kg	5,5 lbs

CHEMICAL COMPOSITION
in Weight-%

C	~ 2,0
Cr	~ 30,0
Si	< 2,0
Mn	< 2,0
Ni	< 0,18

SCREEN ANALYSIS:

Screen op.	Specification	Result Id.Nr. Sample GM
(in mm)	(in %)	(in %)
1,000	max.5	1
0,800		54
0,710		28
0,630		14
0,500		3
0,400	max.10	traces
		100

HARDNESS: (DIN 50 311)

Specification	Result
~ 640 HV1	642 HV1

VULKAN INOX GmbH
Dept. For Quality Control

i.V. Dipl.-Ing. M. Hauk

VULKAN BLAST SHOT TECHNOLOGY
10 Plant Farm Blvd., Unit 2
Brantford, Ontario N3T 5W5
Phone: (519) 753-2226 Fax (519) 759-8472
www.vulkanshot.com e-mail: vulkan@vulkanshot.com

Material Safety Data Sheet GRITTAL GM

Revision Date: February 17, 2006

1 Material / Preparation and Company Name

1.1 Specifications of the material / preparation

1.1.1 Type of Product
Chromium casting alloy

1.1.2 Product name
GRITTAL, rust-resistant, cast chromium casting abrasives

1.1.3 Trade name
GRITTAL

1.2 Specifications of the manufacturer / importer / supplier

1.2.1 manufacturer / importer / supplier
Vulkan Blast Shot Technology

1.2.2 Company address
P.O. Box 2052, 10 Plant Farm Blvd., Unit 2, Brantford, Ontario Canada N3T 5W5

1.2.3. Place of business / postal address / country code / ZIP code / city
10 Plant Farm Blvd., Unit 2
Brantford, Ontario Canada N3S 7W3

1.2.4 Telephone
519-753-2226 or 1-800-263-7674 (U.S. and Canada)

1.2.5 Facsimile
519-759-8472

1.2.6 For further information, pls. contact
Quality Assurance Department

1.2.7 Emergency number
519-753-2226

2 Composition / Indication of Ingredients

2.1 Chemical characterisation of the preparation
Iron-chromium-carbon alloy
Main components:

Cr:	30 %	(metallic Chrome)
Cr^{6+}:	0,00 %	(Chrome (VI), Hexavalent Chrome)
Si:	< 2 %	
Mn:	< 2 %	
C:	< 3 %	
Mo:	< 4 %	

2.2 Hazardous ingredients

This product does not contain any components in concentrations which require a classification as a hazardous substance in accordance with the CE directive.

Carcinogenicity: Not classifiable as to its carcinogenicity to humans

3 Possible Hazards

Designation of hazards During mechanical application (i.e in blasting plants) dust and vapour may occur. The usual precautions should be taken. The statutory limit values for dust and vapour have to be adhered to.

4 First - Aid Measures

4.1 General Notes First - aid measures only refer to dust.

4.1.1 Measures in case of inhaling Ensure sufficient fresh air supply, and consult a physician, if necessary.

4.1.2 Measures in case of eye contact Rinse your eyes with plenty of water; consult a physician, if necessary.

5 Fire - Fighting Measures

not applicable (n.a.)

6 Measures to be taken in case of unintended release

not applicable (n.a.)

7 Handling and storage

7.1 Handling

no hazard

7.2 Storage

no hazard

8 Restriction of exposure and personal protective equipment

8.1 Additional notes regarding the configuration of technical plants

see. Item 3.1

8.2 Components with workplace - specific limiting values to be controlled

Limiting values are only defined for pure Chromium and pure Manganese, whereas no such limits exist for steel alloys containing such elements.

8.3 Personal protective equipment

Standard equipment for processing of metals. Dust and vapour have to be maintained below the statutory limits by providing adequate suction facilities.

9 Physical and chemical properties

9.1 Appearance

9.1.1	**State**	solid
9.1.2	**Colour**	dark grey, metallic
9.1.3	**Odour**	odourless

9.2	**Safety-relevant data**	n.a.
9.2.1	**pH - value**	n.a.
9.2.2	**Change of state**	
9.2.2.1	**Boiling point**	n.a.
9.2.2.2	**Melting point**	1.400 - 1.550 °C (depending on the alloy)
9.2.3	**Flash point**	n.a.
9.2.4	**Inflammability**	n.a.
9.2.5	**Ignition temperature**	n.a.
9.2.6	**Self-inflammability**	n.a.
9.2.7	**Fire promoting properties**	n.a.
9.2.8	**Explosion limits**	n.a.
9.2.9	**Vapour pressure at.... °C**	n.a.
9.2.10	**Density at 20°C**	481 - 506 lbs/ft^3
9.2.11	**Solubilizing properties and distribution**	
9.2.11.1	**Water-Solubility**	insoluble
9.2.11.2	**Fat-Solubility**	n.a.
9.2.11.3	**Distribution coefficient**	n.a.

10 Stability and Reactivity

stable and non-reactive

11 Indications concerning toxicology

The abrasive bearing the product name GRITTAL has been examined by the BIA (institute of occupational safety affiliated to the German employers' liability insurance association) with regard to the content of silicogenic, toxic and carcinogenic components, and approved as a non-silicogenic material.

12 Notes regarding ecology

not water-soluble, no precautions required.

13 Notes regarding utilization and disposal

Waste and scrap constitute valuable materials, which can easily be disposed, since new products of high value can be produced by means of recycling.

14 Notes regarding transport

not classified as hazardous material in the sense of transport regulations.

15 Regulations

15.1 identification according to Ri67/548/EWG

15.1.1 Code and hazard designation of the product

n.a.

15.1.2 R - clauses

n.a.

15.1.3 S - clauses

n.a.

16 Other Indications

16.1 References

1) **Abrasives test certificate no. 2002/21840/9311 of 05/23/2002 issued by the institute of occupational safety affiliated to the German employers' liability insurance association.**

Declaration: **The indications made in this Safety Data Sheet are based on the present state of our know-how and experience. The Safety Data Sheet describes the products in view of safety requirements. The indications do not constitute any guarantee with regard to product properties and do not create a contractual legal relationship.**

PAST PERFORMANCE EVALUATION FOR SOLICITATION W911KF-06-Q-0143

	Contract One	Contract Two	Contract Three	Contract Four
Description of Contract	Government	Government	Commercial	Commercial
Name of Contracting Activity/Commerical Firm	Anniston Army Depot	Anniston Army Depot	Hitchiner Manufacturing	Packless Industries
Contract Number	DAAE24-02-D-0017	W911KF-05-P-0093	Various P.O.'s (Most current - 113908)	Various P.O.'s (Most current - 72535)
Contract Type	Fixed Price	Fixed Price	Fixed Price	Fixed Price
Total Contract Value	$2,903,760.00 US	$23,100.00 US	$176,085.25 US since August, 2004	$168,458.00 US since March, 2001
Description of Work	Chronital Stainless Steel Shot S #60	Grittal Stainless Steel Grit GH # 40	Grittal Stainless Steel Grit GH # 20; 30; 40	Grittal Stainless Steel Grit GH # 50; 100; 150
Contact Information	Chris Katterheinrich (256) 741-5128 chris.katterheinrich@us.army.mil	Chris Katterheinrich (256) 741-5128 chris.katterheinrich@us.army.mil	Lloyd Barss (603) 732-1602 lloyd.barss@hitchiner.com	Don Hull (254) 666-7700x222 don@packless.com
Administrative Contracting Officer	Yvonne S. Land (256) 235-7559 Landy@anad.army.mil	Dorothy A. Dutton (256) 235-6240 Duttond@anad.army.mil	Same as above	Same as above
Summary of Work	Goods supplied as per terms of contract.	Goods supplied as per terms of contract.	Goods supplied as per terms of purchase orders	Goods supplied as per terms of purchase orders
Relevancy	Successfully supplied Anniston Army Depot with similar product to terms of contract.	Successfully supplied Anniston Army Depot with similar product to terms of contract.	Continually supply similar product to that outlined in current solicitation for Anniston Army Depot since August, 2004.	Continually supply similar product to that outlined in current solicitation for Anniston Army Depot since March, 2001.
Problems Encountered/Actions Taken	None	None	None	None