



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY
REFER TO:

DNSC-C

January 20, 2006

**AMENDMENT NO. 007 TO
SOLICITATION OF OFFERS FOR
ALUMINUM OXIDE – ABRASIVE GRAIN
UNDER DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003**

The above referenced Solicitation of Offers, DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003, dated July 29, 2003, for the sale of aluminum oxide-abrasive grain is hereby amended to provide a February 2, 2006 offering, revise Section A.I a. Introduction and other sections of the solicitation, and to update the listing of available material as follows:

1. SECTION A - SOLICITATION, Subsection A.1 Introduction (AUG 05), Paragraph a.

Delete this paragraph in its entirety and replace with the following:

a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting offers for the sale of approximately **6,000 short tons** of **aluminum oxide-abrasive grain** for one or more contracts with a contract period not to exceed **180** calendar days. The offering will be held at 1:30 P.M., on February 2, 2006. Offers must be received at the address in Section B.2.a. by **1:30 P.M.** local time, Fort Belvoir, VA. In the event that DNSC is closed at that time, offers for that day will be received at 1:30 P.M. on the next DNSC business day.

2. Section A is hereby amended to incorporate the following:

A.5 U.S. Department of Agriculture Wood Packaging Materials Regulations (DEC 05)
Wood packaging materials utilized in the storage and shipment of National Defense Stockpile materials, including, but not limited to, pallets, boxes, kegs, and dunnage lumber, do not meet the requirements of U.S. Department of Agriculture Regulations at 7 CFR 319.40. Stockpile wood packaging materials have not been heat treated or fumigated with methyl bromide and are not marked to indicate that they meet the requirements of these regulations. As a result, it will not be possible to import these wood packaging materials back into the United States or into some other countries.

3. SECTION D – PAYMENT is hereby deleted in its entirety and replaced with the following:

SECTION D-PAYMENT

D.1 Payment (OCT 05)

- a. Payment shall be made in U.S. dollars.
- b. Payment *for material* shall be made *only* by wire transfer (Fedwire). Payment for *adjustments for variations in quantity or weight of material shipped*, storage

charges, interest, penalty charges, or administrative charges may be made by wire transfer, electronic funds transfer, or company or bank check. If payments for material (other than payments for adjustments for variations in quantity or weight) are made by electronic funds transfer or check, delays in shipment will result, and the payment may be returned to the sender.

c. Payment by wire transfer (Fedwire).

(1) Wire transfer payment shall be made in accordance with instructions in **Section J.4**. Fees for wire transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number (if applicable), and a description of the material purchased**.

(2) If wire transfer payment is not made in accordance with the instructions in **Section J.4**, or if identifying information is not provided, shipment of material may be delayed by up to one week, the wire transfer may be returned to the sender or a Contractor may incur charges if payments are delinquent.

d. Payment by electronic funds transfer.

(1) Electronic funds transfer payment shall be made in accordance with instructions in **Section J.4**. Any fees for electronic funds transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**.

(2) If payment by electronic funds transfer is not made in accordance with the instructions in **Section J.4**, or if identifying information is not provided, payment may be returned to the sender and the Contractor may incur charges if payments are delinquent.

e. Payment by company or bank check.

(1) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**

(2) Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.e.(1)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Check payments which do not have the required identification may be returned and the Contractor may incur charges if payments are delinquent. Check payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road Suite 3229
Fort Belvoir, VA 22060-6223

f. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.

- g. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.f.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.10.**)

D.2 Payment Due Date (OCT 05)

- a. Payment due dates will be applied as follows:
- (1) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (JUN 05)**.
 - (2) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than **30** calendar days after DNSC receives current, accurate and complete Shipping Instructions. Shipping Instructions must be submitted on or before the final day of the contract period. Notwithstanding any other provision of the contract, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Section **D.1.g.**, **F.1.a.**, and **G.10**), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with Section **G.7**. If the Contractor fails to submit current, accurate and complete Shipping Instructions on or before the final day of the contract period, the Government will revoke payment terms and payment must be made **before** shipment of material.
- b. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.
- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (MAY 04)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
- (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (JUN 05)** (with or without the issuance of an invoice by the Government);
 - (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due; or
 - (3) If payment terms have been approved, **30** calendar days after the date that DNSC receives current, accurate and complete Shipping Instructions provided that Shipping

Instructions are submitted on or before the final day of the contract period. If Shipping Instructions are not submitted on or before the final day of the contract period, amounts shall be due in accordance with the provisions of Section **D.3.b.(1)**.

D.4 Penalty and Administrative Charges (MAY 04)

In addition to interest charges specified in Section **D.3**, above, a penalty charge of 6 percent per annum shall be assessed on any debt principal that is delinquent more than 90 calendar days. Penalty charges shall accrue from the date the principal amount due becomes delinquent until paid. Additional administrative charges may be assessed, if needed. Administrative charges relate only to delinquent debts and will be assessed to cover expenses incurred by the Government in the recovery of such debts.

4. Section **G.10 Setoff of Funds (JUL 98)** is hereby deleted in its entirety and replaced with the following:

G.10 Setoff of Funds (MAY 04)

The Contractor agrees that the Government may use all or a portion of any monies received by the Government to satisfy, in whole or in part, any debt (e.g., delinquent payments, interest, penalty charges, administrative charges, or storage charges), arising out of this or any other transaction.

5. Section **I.2 Item Offer Page - DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003 (AUG 05)** is hereby replaced with the attached Section **I.2 Item Offer Page - DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003 (JAN 06)**.

6. Section **J.4 Fedwire Procedures (JAN 95)** is deleted in its entirety and replaced with the attached Section **J.4 Fedwire and Electronic Funds Transfer Procedures (OCT 05)**.

7. Offerors shall indicate acknowledgment of receipt of this Amendment by signing in the space provided below and returning this form and Sections **I.1 Sale of Government Property Negotiated Sales Contract (JUN 05)**, **I.3 Certificate of Independent Price Determination (JAN 01)** and Section **I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)** from the initial solicitation of offers for Aluminum Oxide, Abrasive Grain-003 dated, July 29, 2003 along with their offer to:

ATTN: DNSC-R/Bid Custodian
Defense National Stockpile Center
8725 John J. Kingman Road Suite 3229
Fort Belvoir, VA 22060-3229
Facsimile No. (703) 767-5541

Failure to acknowledge receipt of this Amendment may result in the Offeror being ineligible for award.

Except as provided herein, all other terms and conditions of DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003 and (as amended by) Amendments No. 001, 004, 005, and 006 remain unchanged and in full force and effect.

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Solicitation of Offers DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003, Amendment Nos. 001, 004, 005, 006, and this amendment, are available on the DNSC Website:

<https://www.dnsc.dla.mil>.

SECTION I - SUBMITTALS

COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR OFFER, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED THIS FISCAL YEAR, THEN SUBMIT I.1, I.2, I.3, AND I.4 ONLY:

- I.1 Sale of Government Property Negotiated Sales Contract (JUN 05)**
- I.2 Item Offer Page - DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003 (JAN 06)**
- I.3 Certificate of Independent Price Determination (JAN 01)**
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)**
- I.5 Type of Business Organization (APR 96)**
- I.6 Authorized Negotiators (JUN 95)**
- I.7 Persons Authorized to Request Shipment of Material (FEB 98)**
- I.8 Offeror's Billing Address (JUL 95)**

I.1 Sale of Government Property Negotiated Sales Contract (JUN 05)

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER		PAGE 1 OF	
This contract is entered into by and between the United States of America, hereinafter called the "Government", represented by the Contracting Officer executing this Contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003. In the event of a conflict between the terms on the Solicitation and this Negotiated Sales Contract, the terms on the Negotiated Sales Contract shall govern.					
	PROPERTY DESCRIPTION AND LOCATION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ALUMINUM OXIDE-ABRASIVE GRAIN:					
CONTRACT PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR			EXECUTION BY GOVERNMENT		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA		DATE:
NAME and SIGNATURE OF CONTRACTOR Name and Title: _____ Signature and Title of Person Authorized to Sign			BY: _____		
CONTRACTOR'S NAME AND ADDRESS (Street, City, State and Zip) _____ _____ _____			NAME AND TITLE OF CONTRACTING OFFICIAL Name: _____ Contracting Officer DNSC-C		
Telephone Number: _____ Facsimile Number: _____					

I.2 Item Offer Page-DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003 (JAN 06)

ALUMINUM OXIDE - CATEGORY I

Grain Size - 36-220

ITEM NUMBER	STORAGE LOCATION	COUNTRY OF ORIGIN	GRAIN SIZE	RANGE OF BULK DENSITY	NUMBER OF DRUMS	NUMBER OF POUNDS	SHORT TONS	BID QUANTITY (SHORT TONS)	UNIT PRICE (per ST)	TOTAL BID PRICE
10	Scotia, NY	Domestic	46	1.82 - 1.91	842	865,215	432.61		\$	\$
11	Scotia, NY	Domestic	54	1.81 - 1.90	1,188	1,221,255	610.630		\$	\$
50	Somerville, NJ	Domestic	46	1.82 - 1.91	2,550	2,525,388	1,262.69		\$	\$
51	Somerville, NJ	Domestic	54	1.81-1.90	1,806	1,765,059	882.53		\$	\$
70	New Haven, IN	Domestic	46	1.82 - 1.91	52	52,550	25.25		\$	\$
94	Warren, OH	Domestic	46	1.82-1.91	693	713,900	356.00		\$	\$
95	Warren, OH	Domestic	54	1.81-1.90	272	278,000	139.00		\$	\$
143	Hammond, IN	Domestic	36	1.83-1.92	1,025	1,076,128	538.064		\$	\$
144	Hammond, IN	Domestic	46	1.82-1.91	921	962,030	481.015		\$	\$
145	Hammond, IN	Domestic	54	1.81-1.90	1,116	1,163,506	581.753		\$	\$
146	Hammond, IN	Domestic	60	1.78-1.87	121	123,772	61.886		\$	\$
147	Hammond, IN	Domestic	70	1.76-1.85	358	365,226	182.613		\$	\$

I.2 Item Offer Page-DLA-ALUMINUM OXIDE-ABRASIVE GRAIN-003 (JAN 06) Continued

ALUMINUM OXIDE - CATEGORY II

Grain Size 8-30

ITEM NUMBER	STORAGE LOCATION	COUNTRY OF ORIGIN	GRAIN SIZE	RANGE OF BULK DENSITY	NUMBER OF DRUMS	NUMBER OF POUNDS	SHORT TONS	BID QUANTITY (SHORT TONS)	UNIT PRICE (per ST)	TOTAL BID PRICE
66	New Haven, IN	Domestic	20	1.93 - 2.02	812	814,440	407.220		\$	\$
67	New Haven, IN	Domestic	24	1.90 - 1.99	501	505,270	253.000		\$	\$
141	Hammond, IN	Domestic	24	1.90-1.99	894	948,000	474.000		\$	\$
142	Hammond, IN	Domestic	30	1.86-1.95	319	335,714	167.857		\$	\$

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

* Minimum offer is 20 ST or a full line item if that line item quantity is less than 20 ST.

I.3 Certificate of Independent Price Determination (JAN 01)

a. The Offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3), above

(insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision **b.**(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above.
- c.** If the Offeror deletes or modifies subparagraph **a.**(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

a.(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) 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 public (Federal, state or local) 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, or receiving stolen property; and
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a. (1)(i)(B)** of this provision.
- (D) Are are not presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
- (E) Have have not within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) If the Offeror answers affirmatively to **(a)(1)**, above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph **a.** of this provision exists will not necessarily result in withholding of an award under this Solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph **a.** of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph **a.** of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Solicitation for default.

I.5 Type of Business Organization (APR 96)

The Offeror represents that--

- a. It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.
- b. If the Offeror is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation registered for business in _____ (country)
- c. If the Offeror is a corporation, it is independent (not owned or controlled by another company), owned or controlled by _____ corporation company registered for business in _____ (state/country).
- d. If the Offeror is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.):

- e. The Offeror agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Authorized Negotiators (JUN 95)

The Offeror represents that the following individuals are authorized to negotiate on its behalf.

TYPED NAME	TITLE	TELEPHONE NO.

I.7 Persons Authorized to Request Shipment of Material (FEB 98)

The Offeror shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section J.3 Shipping Instructions:

TYPED NAME	SIGNATURE	TITLE	TELEPHONE NO.

I.8 Offeror's Billing Address (JUL 95)

The Offeror shall provide its billing address, billing facsimile number and email address below.

FAX _____ **Email:** _____

J.4 FEDWIRE AND ELECTRONIC FUNDS TRANSFER PROCEDURES (OCT 05, Rev.)

Fedwire (wire transfer)

The Sender must use a bank that offers Fedwire funds transfer capability. Information regarding Fedwire, including listings of Fedwire funds transfer participants, may be found at <http://www.frbservices.org>.

To ensure the funds are credited to the Defense National Stockpile Center the following information is required for any wire transfer of funds.

1. Bank Name, Location, and Routing Number.

Bank Name: TREAS NYC
Location: New York, NY
Routing Number: 021030004

2. Amount of funds to be transferred.

3. Beneficiary Name: 6355
DFAS/DNSC

4. Third Party Information – Contractor's Name, Commodity, and Contract Number.

NOTE:

Under Item 3, the number 6355 is the ALC = Agency Location Code (this is the same as account number)

Electronic Funds Transfer

The following information is required for payments made through electronic funds transfer.

1. Bank Name, Location, Bank Number, SWIFT Code, and Account Number.

Bank Name: Mellon Bank
Location: Pittsburgh, PA
Bank Number: 043000261
Bank SWIFT Code: MELNUS3P
Account Number: 910-1027

2. Amount of funds to be transferred.

3. Beneficiary Name: Department of Defense DFAS

4. Addendum Information: Payment for DNSC Contract No. _____
Invoice No. _____