

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81W3G-4160-9262		PAGE 1 OF 7				
2. CONTRACT NO. W912DR-04-P-0377		3. AWARD/EFFECTIVE DATE 09-Jun-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201  TEL: FAX:			CODE W912DR		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS
15. DELIVER TO ARCHITECT OF THE CAPITOL BILL FLOWERS 1430 S. CAPITOL STREET, S.E. WASHINGTON DC 20003			CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>					CODE
17a. CONTRACTOR/OFFEROR NORMAN MACHINE TOOL, LTD DAVID L. NORMAN 1311 S. PONCA STREET BALTIMORE MD 21224  TEL. 800-394-4399			CODE 8A790		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			CODE TOB0200		FACILITY CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$48,314.00</b>				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES 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 QUOTATION 5/20/2004 <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							10-Jun-2004			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RHONDA P STURDAVANT / ADDED BY SUMI TEL: 202-730-3711 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
<p><b>SEE SCHEDULE</b></p>					

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
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## Section SF 1449 - CONTINUATION SHEET

UNIQUE DELIVERY AND SHIPPING

Delivery is downtown Washington DC. Security will require truck to be inspected by US Capitol Police. Delivery will have to be after hours or weekend due to occupancy and to an adjacent building's loading dock (i.e. without its own loading dock) connected by a pedestrian tunnel. Distance from loading dock to the elevator is approximately 3000 feet. Tunnel/hallways suitable for carts. Elevator has adequate hoist capacity for individual pieces, however main brake section should be assumed to have to be rigged diagonally top/opposite-bottom inside cab to fit. Elevator goes down one floor directly into a 1500 SF newly renovated shop area.

Exists elevator restricts dimensions of unit to that specified earlier. Existing elevator restrictions are 9000-pound capacity, 124 inch long and 90 inch wide. Unit will be prepared for shipment and delivered to the loading dock in such a manner to be within the existing elevator restrictions. Example, hydraulics, motor, electrical, front ram, etc. shipped separately from main body of unit. This is a turnkey delivery. Contractor is responsible for delivery to the shop area, unpacking, reassembly, level, setup, startup, testing, etc. of unit in accordance with manufacturer's instructions to a complete warranted fully operational unit in final shop area.

DESCRIPTION

Betenbender hydraulic press break, Model 10' x 70 ton special, distance between housings 102-1/2 inches, 6 inch stroke, 12 inch open, 8 inch throat, repeatability +/- 0.002 inch, overall 78 inch H, 121 inch L, 50 inch W, no pit, 220/440 VAC. Including all standard equipment (clamp type back gauge manual adjustable X, Y, Z; nema/square "D" electrics; all hydraulic fluid included; american-made motor; hour meter; bottom time delay; three position foot pedal; depth stop w/digital readout; all steel construction; disconnect switch; two speed ram. Accessories and or options include for 10 ga. to 16 ga at 90 degrees (4 way - 2 3/4 inch square with 5/8inch, 7/8inch 1-1/8inch and 1-1/2inch) x 10 ft; universal die holder 2-3/4 inch x 10 ft.; No. 3 punch (10 ga. cap) 3/32inch radius x 10 ft.; No. 1 Punch (11 ga. cap.) 1/32 inch radius x 10 ft.. For 16 ga. to 24 ga at 30 degrees (4 way acute (2-3/4 inch square with 1/2inch, 5/8 inch, 1 inch and Flat x 10ft use with above die holder; No. 30 acute punch (16 ga. Cap) x 10 ft; Automac 2-axis CNC 150/B Programmable 24 inch backgauge, Installed (Gauge Bar Vertical). System includes gauging system, controller and display, gauge bar, pendent mount, hardware, (1) set interconnecting cables, auto ram switch, instruction manual and 24 month warranty. Also includes 24 inch support arms slide type (pair; variable tonnage control; work light; one-shot lubrication; key-lock switch. Price includes delivery, placement, level and set up at Architect of the Capitol facility located in Washington, DC. The contracting office purchasing Agent is Josie Baran, (202)730-3792, e mail [Josephine.E.Baran@nab02.usace.army.mil](mailto:Josephine.E.Baran@nab02.usace.army.mil). The contracting officer is Rhonda Sturdavant (202)730-3711. The technical P.O.C. is Dan Oswald, mechanical engineer (202)730-3738 or (202)345-7568.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$46,314.00	\$46,314.00

Betenbender Hydraulic Press Brake  
 FFP  
 Model 10' x 70' ton special IAW Request for Quotions W912DR-04-T-0076

DELIVERY WAS QUOTED AT 6-8 WEEKS AFTER RECEIPT OF ORDER,  
 BETWEEN 22 JULY 2004 - 05 AUGUST 2004.  
 PURCHASE REQUEST NUMBER: W81W3G-4160-9262

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NET AMT \$46,314.00

ACRN AA Funded Amount \$46,314.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$2,000.00	\$2,000.00

TURNKEY DELIVERY IAW  
 FFP  
 OPTION SUBMITTED UNDER REQUEST FOR QUOTATIONS W912DR-04-T-0076  
 PURCHASE REQUEST NUMBER: W81W3G-4160-9262

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NET AMT \$2,000.00

ACRN AA Funded Amount \$2,000.00

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	05-AUG-2004	1	ARCHITECT OF THE CAPITOL BILL FLOWERS 1430 S. CAPITOL STREET, S.E. WASHINGTON DC 20003 FOB: Destination	

0002 12-AUG-2004 1 (SAME AS PREVIOUS LOCATION)  
 FOB: Destination

## ACCOUNTING AND APPROPRIATION DATA

AA: 97 NA 2004 0400.1101 E1 2004 08 8012 60605128D8Z 18020 3230 F33C74 NA K9630C  
 AMOUNT: \$48,314.00

## CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.233-3	Protest After Award	AUG 1996
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b) 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 (October 2000) (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 (Apr 2002) (E.O. 11246).

(iii) 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).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) 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)

#### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
  - (i) The worker is paid or is in an approved work training program on a voluntary basis;
  - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
  - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
  - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
  - (v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

#### 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/far>; <http://farsite.hill.af.mil>; <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2004) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, 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).
252.247-7023	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)