

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 96311M-2253-1091		PAGE 1 OF 8		
2. CONTRACT NO. DACW31-03-P-0080		3. AWARD/EFFECTIVE DATE 06-Jan-2003	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0010		6. SOLICITATION ISSUE DATE 10-Dec-2002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST		b. TELEPHONE NUMBER(No Collect Calls) 410-962-3534		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 20 Dec 2002		
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 5074 SIZE STANDARD: 500 PERSONS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		12. DISCOUNT TERMS NET 30	
15. DELIVER TO SUPPORT SERVICES HERBERT SMITH 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220		CODE E250131	16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500			
17a. CONTRACTOR/ OFFEROR ROSSCO SYSTEMS AND SERVICES JOE ROSSETTI 619 S CENTRAL BLVD BROOMALL PA 19008  TEL. 610-353-0190		CODE 1Q9X4  FACILITY CODE 1Q9X4	18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE T0B0200			
<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 <b>\$19,845.92</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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input 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 WRITTEN <input checked="" type="checkbox"/> OFFER DATED <u>11-Dec-2002</u> . 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 <i>Patricia Adams</i>		31c. DATE SIGNED 06-Jan-2003			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA A ADAMS / ADDED BY SUMI TEL:410-962-3557 EMAIL:patricia.a.adams@usace.army.mil					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER		40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS				

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VACUUM REGULATOR P/N U29298 FFP P.O.C.:HERBERT SMITH @ 202-764-0641 BUYER: GLORIA FROST @ 410-962-3534 VENDOR REP.: JOE ROSSETTI @ 610-353-0190 PROVIDE THE FOLLOWING SPARE PARTS: (PART NUMBERS REFERENCED ARE WALLACE AND TIERNAN AND MUST BE BRAND NAME ONLY) VACUUM REGULATOR, PN: U29298	4	Each	\$2,755.95	\$11,023.80
PURCHASE REQUEST NUMBER: 96311M-2253-1091					

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NET AMT \$11,023.80

ACRN AA Funded Amount \$11,023.80

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DIAPHRAGM HYPALON FFP DIAPHRAGM HYPALON, PN:: P51348 PURCHASE REQUEST NUMBER: 96311M-2253-1091	4	Each	\$95.90	\$383.60

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NET AMT \$383.60

ACRN AA Funded Amount \$383.60

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	DIAPHRAGM CHLORINE FFP DIAPHRAGM CHLORINE, PN: P51349 PURCHASE REQUEST NUMBER: 96311M-2253-1091	4	Each	\$39.48	\$157.92

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NET AMT \$157.92

ACRN AA Funded Amount \$157.92

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CHECK PRESSURE RELIEF FFP PRESSURE CHECK PRESSURE RELIEF, PN: U27550 PURCHASE REQUEST NUMBER: 96311M-2253-1091	4	Each	\$1,918.73	\$7,674.92

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NET AMT \$7,674.92

ACRN AA Funded Amount \$7,674.92

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	DIAPHRAGM FFP DIAPHRAGM, PN: P51372 PURCHASE REQUEST NUMBER: 96311M-2253-1091	4	Each	\$135.75	\$543.00

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NET AMT \$543.00

ACRN AA Funded Amount \$543.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PRESSURE RELIEF LEAD GASKET FFP PRESSURE RELIEF LEAD GASKET, PN:P51386 (PRICE QUOTED IS ACTUALLY \$11.26 EACH BUT DUE TO QUANTITY ERROR, PRICE REFLECTED IS THE PRICE USED FOR THIS PURCHASE) PURCHASE REQUEST NUMBER: 96311M-2253-1091	10	Each	\$4.504	\$45.04

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NET AMT \$45.04

ACRN AA Funded Amount \$45.04

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	VACUUM REGULAR LEAD GASKET FFP VACUUM REGULATOR LEAD GASKET, PN:PN:P41869 (PRICE QUOTED IS ACTUALLY \$4.41 EACH BUT BECAUSE OF A QUANTITY ERROR, THE PRICE REFLECTED IS THE PRICE FOR THIS PURCHASE) PURCHASE REQUEST NUMBER: 96311M-2253-1091	10	Each	\$1.764	\$17.64

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NET AMT \$17.64

ACRN AA Funded Amount \$17.64

FOB: Destination

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government

0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-JAN-2003	4	SUPPORT SERVICES HERBERT SMITH 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 202-764-0641 FOB: Destination	E250131
0002	31-JAN-2003	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250131
0003	31-JAN-2003	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250131
0004	31-JAN-2003	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250131
0005	31-JAN-2003	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250131
0006	31-JAN-2003	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250131
0007	31-JAN-2003	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250131

ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829 0000|E2 X 08 2471 008273 96499 2600 001SZV  
 AMOUNT: \$19,845.92

CLAUSES INCORPORATED BY REFERENCE

52.211-17

Delivery of Excess Quantities

SEP 1989

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	APR 2001
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
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
252.204-7004	Required Central Contractor Registration	NOV 2001
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	APR 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(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://farsite.hill.af.mil>

(End of clause)