

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 96311M-3084-3678		PAGE 1 OF 8			
2. CONTRACT NO. DACW31-03-P-0200		3. AWARD/EFFECTIVE DATE 23-Apr-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0049		6. SOLICITATION ISSUE DATE 08-Apr-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 22 Apr 2003			
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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 5169 SIZE STANDARD: 500EMPL.		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 0% NET 30 DAYS	
15. DELIVER TO PLANT OPERATIONS BRANCH JOHN PETERSON 5900 MACARTHUR BLVD NW WASHINGTON DC 20315-0220		CODE		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500			
17a. CONTRACTOR/ OFFEROR EARTH SCIENCE LABORATORIES R. LYNN KELLY 106 NORTH 37TH STREET ROGERS AR 72756  TEL. (800)257-9283		CODE 1U9C6  FACILITY CODE 1U9C6		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200			
<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
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$109,952.10		
<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 DACW31-03-T-0049 <input checked="" type="checkbox"/> OFFER DATED 17-Apr-2003. 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 J Hensley</i>				31c. DATE SIGNED 23-Apr-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:					
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	61030100 Copper Base FFP Provide copper based algaecide/bactericide during the period of 1 May through 30 September 2003 in accordance with the following specifications. POC (REQUESTOR) RANDT HILL/JOHN PETERSON (202)764-2727/0009 POC (VENDOR) R. LIYNN KELLY (800)257-9283/EMAIL: mlmader@cox-internet.com POC (CONTRACTING OFFICCE) WILLIAM EPPS (410)962-5610 PURCHASE REQUEST NUMBER: 96311M-3084-3678	45	Each	\$2,443.38	\$109,952.10
NET AMT					\$109,952.10
ACRN AA Funded Amount					\$109,952.10

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2003 TO 30-SEP-2003	N/A	PLANT OPERATIONS BRANCH JOHN PETERSON 5900 MACARTHUR BLVD NW WASHINGTON DC 20315-0220 202-764-0009 FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829.0000/E2 X 08 2471 008273 96499 2600 0001SZV  
AMOUNT: \$109,952.10

CLAUSES INCORPORATED BY REFERENCE

52.203-3

Gratuities

APR 1984

52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	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
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
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
52.253-1	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
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
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
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.239-7002	Access	DEC 1991
252.239-7003	Facilities And Services To Be Furnished--Common Carriers	DEC 1991
252.239-7004	Orders For Facilities And Services--Common Carriers	DEC 1991
252.239-7005	Rates, Charges, And Services--Common Carriers	DEC 1991
252.239-7006	Tariff Information	JUL 1997
252.239-7007	Cancellation Or Termination Of Orders--Common Carriers	JAN 1997
252.239-7008	Reuse Arrangements	DEC 1991
252.239-7012	Title To Telecommunication Facilities And Equipment	DEC 1991
252.239-7013	Obligation Of The Government	DEC 1991
252.239-7014	Term Of Agreement	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.246-7000 Material Inspection And Receiving Report  
 252.247-7023 Transportation of Supplies by Sea

DEC 1991  
 MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) 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 52.215-5, 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) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(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)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (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 (DEVIATION) clause of this contract, 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 (MAR 1998) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (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)

STATEMENT OF WORK

**SPECIFICATIONS  
Copper based Algaecide/Bactericide**

1. **Requirement**

Provide copper based algaecide/bactericide during the period of 1 May through 30 September 2003 in accordance with the following specifications.

2. **General**

A certificate stating the product meets the National Sanitation Foundation (NSF) Standard #60 for addition to drinking water and is registered by the Environmental Protection Agency (EPA) as an algaecide and bactericide shall be submitted prior to contract award. The product shall have an accredited letter of recommendation or certification that states it successfully controls high algae counts and reduces bacteria in raw water. It shall be a liquid type that consists of 20% copper pentahydrate and carries the copper in suspension. The product shall be non-toxic, non-combustible, very soluble in raw water, self-dispersing horizontally and vertically, and able to stay in solution until it is used up by demand.

3. **Quality**

The product shall be approved by NSF standards and approval processes for Liquid Algaecide. The product shall be listed with the NSF as being in full compliance with their Standard No. 60 for Drinking Water Treatment Chemicals—Health Effects. Failure to maintain this requirement may result in cancellation of the contract.

4. **Affidavit of compliance**

- a. The Contractor shall submit an affidavit of compliance with these specifications for each delivery.
- b. The affidavit of compliance shall also contain:
  - (1) Percent copper
  - (2) Specific weight of solution
  - (3) Date of shipment
- c. The person(s) authorized to certify the affidavit of compliance for the Contractor must have a history of experience with the product.

5. **Certified Laboratory Report**

- a. A certified laboratory report containing the data listed in (1) and (2) below must be submitted to the address in paragraph 7b not later than seven calendar days after the first shipment on this contract.
  - (1) **Chemical Properties**
    - (i) % Copper
  - (2) **Physical Properties**
    - (i) Specific gravity at 60oF
    - (ii) Specific weight of solution at 60oF, lb/gal
    - (iii) Color
    - (iv) Date of shipment
- b. The person(s) authorized to certify the laboratory report for the Contractor must have a history of experience in laboratory work.

6. **Quantity**

The Contractor shall deliver a minimum of 30 and a maximum of 45 tote bins with a 275 gallon capacity.

7. **Delivery**

- a. The Contractor shall deliver liquid algaecide in a single-unit cargo truck.
- b. The deliveries shall be to the following Government facility:

Washington Aqueduct  
Plant Operations Branch  
5900 MacArthur Blvd., N.W.

Washington, D.C. 20016-2514

- c. The transfer of chemicals from the truck shall be considered the joint responsibility of the Government and the cargo truck operator.
- d. The Contractor shall make the deliveries not later than 14 calendar days after notification. The Contractor shall immediately notify the Washington Aqueduct at 202-764-2700 of any delays in scheduled deliveries and arrange for an alternate time.
- e. All deliveries shall be made Monday through Friday between the hours of 6:00 am and 2:00 pm excluding holidays. The Contracting Officer's Representative must approve any deviation to this requirement. Deliveries made by motor trucks between the hours stipulated above will start unloading not later than 2 hours after arrival. Delays may result in demurrage reimbursements at the standard industrial rate.

#### **8. Condition of Cargo Trucks**

- a. All cargo trailers shall be in good mechanical condition and in full compliance with the applicable requirements of the current Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations.
- b. Any cargo trailer found leaking chemicals will not be allowed to leave the facility until appropriate repairs are made by the Contractor or his designated representative. Any cargo trailer found to be leaking chemicals should be considered as an emergency situation requiring immediate attention by the Contractor.

#### **9. Safety Requirements**

In accordance with the Occupational Safety and Health Act, the truck driver shall wear appropriate protective face and body apparel while unloading.

#### **10. Spillage**

- a. The Contractor and the cargo truck operator shall be responsible for cleanup of all spillage, contaminated matter, and the removal of all contaminated cleanup material.
- b. The Contractor shall be notified immediately of any spillage.

#### **11. Delivery Rejections**

- a. The truck driver shall submit the following documents to on-site personnel upon arrival:
  - (1) Contractor's shipping invoice
  - (2) Affidavit of compliance
- b. The Government may at any time test the liquid algacide for specific gravity and visually inspect it for proper color and other evidence of contamination.
- c. The Washington Aqueduct reserves the right to reject any delivery that does not conform to these specifications or has been contaminated

#### **13. Post-Award Contractor Information Submittals**

The Contractor shall submit the following information to John "Woody" Peterson, Dalecarlia Operations Chief at the address in paragraph 7b:

- a. Sales Office
  - (1) Address
  - (2) Telephone number (s)
  - (3) Normal working hours
  - (4) Responsible personnel
- b. Ordering office
  - (1) Telephone number(s)
    - (i) During working hours
    - (ii) During non-working hours
  - (2) Normal working hours

- (3) Responsible personnel
- c. Chemical-emergency assistance (24 hours/day)
  - (1) Telephone number(s)
  - (2) Responsible personnel

14. **Post-Award Product Certification Submittals**

The contractor shall forward one original set of the liquid algaecide product Information Bulletin, NSF letter of acceptance, and Material Safety Data Sheet with reproduction rights to Elizabeth Turner, Laboratory Chief at the address in paragraph 7b.