

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96311M-3161-4573		PAGE 1 OF 7	
2. CONTRACT NO. DACW31-03-P-0301		3. AWARD/EFFECTIVE DATE 22-Jul-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0079	
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 02 Jul 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: 500		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 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO PIPEFITTING UNIT BERNARD WHITE 5900 MACARTHUR BLVD NW WASHINGTON DC 20315-0220		CODE E250522		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500	
17a. CONTRACTOR/ OFFEROR KANNAPPELL RODGERS CO. INC. FRANK KANNAPPELL 4905 HAMPDEN LANE BETHESDA MD 20814-2941 TEL. 301-657-9171		CODE 09DC2 FACILITY CODE 09DC2		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	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
				See Schedule		\$77,912.70	
<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-0079 <input checked="" type="checkbox"/> OFFER DATED <u>30-Jun-2003</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 J Hensley</i>	
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:		31c. DATE SIGNED 22-Jul-2003	
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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		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		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
				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	50030093 PURAFIL CSO MEDIA FFP PURAFIL CSO MEDIA FOR THE EMERGENCY GAS SCRUBBER (EGS) MODEL FIS2 PER THE ATTACHED STATEMENT OF WORK. POC (REQUESTOR) RANDY HILL/BERNARD WHITE (202)764-2727/2009 POC (VENDOR) FRANK KANNAPELL 301-657-9171/ KANNAPELLFRANK@CAVTEL.NET POC (CONTRACTING DIVISION) WILLIAM (TONY) EPPS (410)962-5610 NOTE: ALL QUESTIONS SHALL BE SUBMITTED VIA EMAIL TO TONY.EPPS@USACE.ARMY.MIL QUOTE CAN BE EMAILED/FAXED OR MAILED TO MY ATTENTION PURCHASE REQUEST NUMBER: 96311M-3161-4573	53,415	Pound	\$1.38	\$73,712.70
NET AMT					\$73,712.70
ACRN AA Funded Amount					\$73,712.70

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FREIGHT CHARGES FFP PURCHASE REQUEST NUMBER: 96311M-3161-4573	1	Lump Sum	\$4,200.00	\$4,200.00
NET AMT					\$4,200.00
ACRN AB Funded Amount					\$4,200.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	19-AUG-2003	53,415	PIPEFITTING UNIT BERNARD WHITE 5900 MACARTHUR BLVD NW WASHINGTON DC 20315-0220 202-764-2009 FOB: Destination	E250522
0002	19-AUG-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250522

ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829.0000 E2 X 08 2471 008273 96499 2600 001SZV
AMOUNT: \$73,712.70

AB: 99 NA X 9829.0000 E2 X 08 2471 008273 96499 2200 001SZV
AMOUNT: \$4,200.00

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-17	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
52.222-3	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

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	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
252.219-7011	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
252.225-7016	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

52.212-5 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

**Replacement Purafil CSO Media for Purafil
Emergency Gas Scrubber (EGS) Model FIS2**

PART 1 - GENERAL

1-1. **SCOPE**

This procurement covers the supply of Purafil CSO Media for Emergency Gas Scrubber model FIS2.

1-2. **MANUFACTURER'S QUALIFICATIONS**

The manufacturer shall be certified to ISO 9001 for the manufacture of the material specified. He shall have regularly carried the single responsibility for performance for the Gas Scrubber (EGS) Model FIS2 system. He shall demonstrate a minimum of two years satisfactory experience in the manufacture of media for and installation in this said system.

1-3. **SUMITTALS**

Product literature and samples of materials shall be submitted. These shall include all test data demonstrating compliance with these specifications.

PART 2 – PRODUCTS

2-1. **MEDIA**

Sufficient quantity of media shall be supplied to replace completely the media in the model specified. The weight of the media is approximately 53,415 lb. The media shall be delivered to the site at the scrubber in Dalecarlia Water Treatment Plant, 5900 MacArthur Boulevard, Washington NW, DC 20016.

The media shall consist of manufactured, generally spherical, and porous pellets. Pellets shall be formed from powdered activated carbon, alumina and other binders, suitably impregnated with caustic chemicals to enhance the capacity for removal of chlorine, to produce solid reaction products within the media.

Impregnants shall be applied during pellet formation, such that the impregnate is uniformly distributed throughout the pellet volume.

Media shall be capable of absorbing and removing chlorine throughout the entire pellet volume.

Media, when subjected to auto-ignition Test Method ASTM D 3466 (1988), shall demonstrate an auto-ignition temperature of no less than 300 degrees C. Media shall be UL Class 2 rated.

Physical Properties

Crush strength:	35% min.- 70% max, Weight remaining
Average abrasion:	4.5 % Weight loss, Maximum
Bulk density:	45 lb./ft.3
Average pellet diameter:	1/8 inch

Pressure Drop Characteristics: Pressure Drop of air at 70 degrees F, when flowing through a 12-inch deep packed media bed, shall not exceed the following limits:

Superficial	Pressure Drop
Velocity (fpm)	(inch w.c.*)
50	0.45
100	1.85
*1/8 – inch nominal pellet diameter	

The chlorine removing media shall be Purafil – CSO, as manufactured by Purafil ESD, Doraville, Georgia, or approved equal. An equal product shall meet all of the requirements of these specifications.

2-2. TEST RESULTS

Submit results of testing to demonstrate satisfactory performance of a prototype of dry chemical scrubber. Such testing shall have been performed prior to bidding.

Testing shall have been conducted in a representative section of the full-scale gas loads.

Gas load rate to the test system shall, as a minimum, represent full-scale operation at 400 lb/min. for one minute, followed by 80 lb/min. for the balance of test to a total equivalent full-scale load of 2,350 lb.

Test data shall include:

- Media temperature.
- Air discharge temperature.
- Combined chlorine and air volume flow rate at scrubber inlet throughout the test run.
- Continuous recording of scrubber discharge chlorine concentration, measure to +/- 5 ppb accuracy.

Test results shall demonstrate a continuous air discharge containing less than 5 ppb chlorine gas concentration throughout the equivalent design load (2,350 lb.) portion of the test.

PART 3 - EXECUTION

3-1. MATERIAL DELIVERY

Bid shall include delivery and off-loading material in the parking lot adjacent to the chlorine building as directed by the Government.

3-2 MEDIA REMOVAL AND INSTALLATION

Media removal and installation shall be performed by others.

End of Section